

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
August 6, 2012
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – July 16, 2012
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Consider Resolution #12-25 – Resolution of appreciation to Miss Chelsea Goessl for outstanding community service during her tenure as Miss Pleasant Prairie 2011.
 - B. Consider Resolution #12-23 to initiate an amendment to the Village Comprehensive Plan to adopt the June 2012 amendment to the Regional Water Quality Management Plan and make the necessary updates to the chapter.
 - C. Consider Resolution #12-24 to initiate the discontinuance of a portion of 120th Avenue (West Frontage Road) north of STH 165 (104th Street).
 - D. Consider an award of contract for single stream recycling services.
 - E. Consider an award of contract for solid waste landfill services.
 - F. Consider Ordinance #12-22 to amend Chapter 355 of the Municipal Code relating to well permits.
 - G. Consider Ordinance #12-23 to amend Chapter 285 of the Municipal Code relating to sanitary sewer definitions.

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- H. Consider an Agreement for Professional Environmental Engineering Services to support the Village in its actions relative to the BP Station illicit discharge and contamination located at 10477 120th Avenue.
 - I. Consider an award of contract for the Police Department remodel project.
 - J. Consider Ordinance #12-24 to amend Chapter 242 of the Municipal Code relating to RecPlex fees.
 - K. Consider Lease Agreement for RecPlex concession services.
 - L. Consider park permit request of Piccadilly Circus to rent Picnic Site #1 in Prairie Springs Park from August 27 through September, 1, 2012.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
July 16, 2012
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, July 16, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director/Treasurer; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; and Jane Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JULY 2, 2012**

Clyde Allen:

Motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica for approval. Are there any additions or corrections

ALLEN MOVED TO APPROVE THE MINUTES OF THE JULY 2, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY YUHAS; MOTION CARRIED 5-0.

5. PUBLIC HEARING

- A. Consider a new application for a Class "A" Fermented Malt Beverage license for Stateline Citgo, 12720 Sheridan Road.**

Jane Romanowski:

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Mr. President and Board members, as you recall on May 21st the Board approved the renewal of the Class A fermented malt beverage license to Michael McArdle who has held the license there for as long as I've worked here and longer, so it's been over 20 years, and he was an agent for Stateline Enterprises for the establishment at 12720 Sheridan Road. Mr. McArdle was not able to satisfy the conditions of approval. He had a revoked seller's permit, he kind of fell on hard times, so Mr. McArdle did not pick up his license.

Subsequently, Anthony Buches, agent for Graham Enterprise, Inc., the owner of the property, has submitted an application to continue a license there, or to start a new license basically because they haven't been able to serve since the end of June 30th because the license expired and they didn't pick up their other one. So I've worked with Patrick Graham, and they did submit this application. And everything is satisfied. The Police Chief has reviewed the police questionnaire. And as you can see there are some outstanding delinquencies that Mr. McArdle left that Graham Enterprises will have to obviously pay before a license is issued just like every other license. All delinquencies must be paid.

So at this time the application is in order, license fee of \$250 and publishing fee which everybody pays, and then there's a delinquent weights and measures invoice and a delinquent utility bill. If approved this license would be issued upon payment, and it would be good through June 30th of next year, and it would be on the same calendar year as all the other licenses. So basically they're just taking over the license and protecting their business, and Mr. McArdle is no longer in business there.

John Steinbrink:

Okay, this being a public hearing I will open it up to public comment or question. Do we have a signup sheet?

Jane Romanowski:

Mr. Graham is here if you need to ask him any questions. He would be happy to come to the microphone.

John Steinbrink:

That would be part of the public hearing, correct?

Jane Romanowski:

Yes. But he is aware of the memo and the delinquencies, and we've worked well together.

John Steinbrink:

Mr. Graham, would you care to speak? Give us your name and address for the record.

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Patrick Graham:

Patrick Graham, 522 East Street. I really don't have anything to say. If you have any questions I'm happy to answer any questions you might have. It's just our hope that we'll –

John Steinbrink:

I'm sorry, we need the full address.

Patrick Graham:

Okay, 522 West Street, Libertyville, Illinois.

John Steinbrink:

Alright, thank you.

Patrick Graham:

We've owned the property for probably 30 some years now and have always leased to Mike McArdle. And like Jane said he's fallen on hard times and as a result not able to continue. So it was our hope all along to take over the operation at some point but not under these circumstances.

Michael Serpe:

How many licensed bartenders do you have working at Stateline?

Patrick Graham:

Licensed bartenders?

Michael Serpe:

Yeah.

Patrick Graham:

We have four that have completed the training currently, and I believe they have two in the process as well.

Michael Serpe:

Okay, good, thank you.

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Patrick Graham:

We have eight other licenses. We operate 30 retail facilities in the Chicago metropolitan area. So we are very comfortable that we'll do a nice job representing the Village. We have measures in place that we have purchased a software upgrade to the registers so that it prompts ID verification. We also have a third party company, bars, that comes to all of our liquor license facilities and checks to make sure that the customer service representatives are carding individuals that are under the age of 35. So we put measures in place ourselves to make sure that we do a nice job of representing the Village and not selling obviously to minors. So we think we'll do a nice job representing the Village.

Jane Romanowski:

Just one more thing, I will need Anthony's training certificate tomorrow when you come.

Patrick Graham:

Okay.

Jane Romanowski:

I know you said he took the training so make sure they drop that off.

Patrick Graham:

Okay, sure.

John Steinbrink:

Other questions for Mr. Graham? Okay, thank you. Anyone else wishing to speak? Anyone else wishing to speak? Anyone else wishing to speak? If not, I'm going to close the public hearing and open it up to Board comment or question. Mike?

Michael Serpe:

John, I would move approval of the license subject to the license fee, publication fee and the two delinquent items that the Clerk has mentioned.

Clyde Allen:

Second.

John Steinbrink:

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

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SERPE MOVED TO GRANT A CLASS “A” FERMENTED MALT BEVERAGE LICENSE TO ANTHONY BUCHES, AGENT, FOR GRAHAM ENTEPRISES FOR THE PREMISES AT 12720 SHERIDAN ROAD, D/B/A STATELINE, SUBJECT TO THE CONDITIONS SET FORTH BY THE VILLAGE CLERK; SECONDED BY ALLEN; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Bob Babcock:

Bob Babcock, 11336 Lakeshore Drive. I'd like to get a little update on the repaving of Lakeshore Drive. The surface they put on there is still soft. If you are stopped and turn your wheels you make marks in the surface, and there's a number of places where some of the lawn care people have backed in and then backed out of driveways and stuff like that so a lot of markings there. The area by my house, the first time I drove on it I thought I was running out of gas. It was vibrating a little bit, and then I looked and I knew I had plenty of gas. And then I realized it's just rough there, and got a little further north and it all smoothed out. And my daughter the same exact thing happened to her. She started on there and all of a sudden it was going like that and she thought she was having a flat tire.

So I've had a couple other people come to me with some complaints with lots of little inch or inch and half diameter chunks in the surface. There are a couple places where there had been a chunk and it was popped off and left kind of a hole. Now, I do see where it looks like they're going to start putting the markings on the street. And I just wonder how long it's going to stay soft and I can pass it on to some of my complaining friends. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

No more signups.

John Steinbrink:

Anyone else wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

I think with respect, Mike, you want to talk about the micro surface?

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Mike Spence:

Sure. I just wanted to let you know that we are aware of that situation. We haven't accepted the project yet. The contractor has been put on notice that we're not happy particularly with that southern portion where Mr. Babcock lives. He mentioned the pavement marking. We've actually – there's a different contractor that's doing the pavement marking, and they actually are stopping I think it's at about 110th Street. We've told them to go no further south until we resolve the problem. We think that there may have been some contamination of the stone that they actually dragged when they were doing the micro surfacing. So we are looking into that.

Secondly, as far as the soft pavement I'll be talking with the contractor. I'm not sure because of the weather we've had, 100 degree temperatures, I'm not sure if there's a curing issue. But I did notice that because I drove it today myself, and I saw where there were some marks from vehicles turning around. So we have those items that we're looking at right now.

Michael Serpe:

One question. Mike, did the same company do 85th Street, too?

Mike Spence:

They did.

Mike Pollocoff:

They put that initial application on. It's the same company we used – they were also low bid when we did Prairie Ridge.

Mike Spence:

They did Prairie Ridge last year, and they're supposed to be starting striping. In their eyes they're finished with everything but, like I said, we do have issues with Lakeshore Drive now. I haven't heard anything about 85th Street.

Michael Serpe:

Mike, I think we should take a ride up there. I did today and as a finished product I don't think it's the best I've seen, nowhere near it.

Mike Spence:

We can certainly do that.

John Steinbrink:

The work they did on Prairie Ridge last year was outstanding.

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Steve Kumorkiewicz:

It was good.

John Steinbrink:

There's been questions raised, as Mike said also, I received a call on 85th. Mike, anything else?

Mike Pollocoff:

No.

8. NEW BUSINESS

A. Consider Resolution #12-22 to initiate the change of the official address of 11121 4th Avenue to 11027 4th Avenue.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a resolution to initiate the change of an official address of a property located in Pleasant Prairie. Resolution 12-22 states that it's been brought to the Village's attention that the address of an existing property located at 11121 4th Avenue, identified as Lot 20 of Block 20 in the Carol Beach Estates Subdivision Unit Number 2 owned by Gomez and Gisela Hernandez and further identified as Tax Parcel Number 93-4-123-293-1045 is not addressed properly. In other words, it's not in the proper sequence. Addresses that have been assigned out of sequence could create problems for emergency response personnel, deliveries and other persons trying to locate the properties.

So the purpose of this resolution is to initiate the process by which the Village Board would hold a public hearing proposed to be August 20, 2012 on or after 6:00 p.m. to consider changing the address of 11121 4th Avenue to 11027 4th Avenue to resolve the aforementioned concerns. The purpose of this resolution is to initiate and petition to change the official address within Pleasant Prairie, that this proposed change is being referred to the Plan Commission for further study and recommendation. And the Village Board's adoption of this resolution is only initiating the process. It is not making a determination regarding the determination of the new address at this time. The public hearing, again, will be held before the Village Plan Commission, and notification will be sent to the property owner. The staff recommends approval of Resolution 12-22.

Clyde Allen:

Make a motion to approve.

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Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for approval of Resolution 12-22. Any further discussion?

Steve Kumorkiewicz:

One quick question. Jean, what number do you say it's going to be now?

Jean Werbie-Harris:

It would go from 11121 4th Avenue to 11027 4th Avenue.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

Further comment or question?

ALLEN MOVED TO ADOPT RESOLUTION #12-22 TO INITIATE THE CHANGE OF THE OFFICIAL ADDRESS OF 11121 4TH AVENUE TO 11027 4TH AVENUE; SECONDED BY SERPE; MOTION CARRIED 5-0.

B. Consider the request of American Transmission Company (ATC) to purchase from the Village an Electric Transmission Line Easement at 7101 Springbrook Road for the 345,000 volt electric transmission line project.

Mike Pollocoff:

Mr. President, ATC has begun the process to condemn Village property for the acquisition of an easement along the railroad tracks for the placement of the 345 kV transmission line. They prepared an appraisal of the property. They're offering \$21,000 for 1.374 acres. This is the former landfill site from the Town of Pleasant Prairie. On that property, if you look at the map the section towards the south, I'm sorry, toward the north still has a landfill contamination, landfill items in it. And there's some spread from the City of Kenosha landfill.

At this point here we have the opportunity or the option, it's not really an opportunity, to accept the appraisal that was prepared by them for \$21,000 which in my review of it it's not a – I thought it was a fairly good appraisal and the comps they used were acceptable. But we also could request that ATC pay for a second appraisal to be prepared by the Village's appraiser or an

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appraiser we would choose, and then we would negotiate between those two appraisals for properties.

At 1.3 acres, \$21,000 I doubt we're going to find somebody that says their appraiser is 100 percent wrong. I think we're going to be dealing in magnitudes of maybe \$2,000 to \$3,000. Our appraiser could say it's less but that's an option. I'd have no problem accepting their recommendation, but on the other hand I'd also have no problem if we tell them we want to secure a second appraisal and evaluate that.

John Steinbrink:

Mike, what is the classification of that property then as a former landfill?

Mike Pollocoff:

It's institutional.

John Steinbrink:

Institutional, not park?

Mike Pollocoff:

No. We have a shooting range out there. You can stand on a covered landfill and shoot. And we have a shed and a lift station out there that are not in the contaminated area. But even though it's probably going to add \$3,000 to \$4,000 on the project for ATC to go out and get another appraisal and do some negotiations, from the standpoint of the Village taxpayers we'd be certain we were obtaining the highest value for that parcel. Again, they're not buying the piece of land, they're just buying an easement. We would still own the land.

John Steinbrink:

But it's not like we could put anything else on that property?

Mike Pollocoff:

No, it's right next to the railroad tracks. The setbacks are such that you couldn't put a building there. We had requested, and we argued the case vigorously that this is where the power line should go. It should be on that side of the railroad tracks in order to preserve property values on the other side where there isn't landfills. In this case you have a cemetery on the other side. That wasn't desirable either. So in part in order to preserve the existing property owner values in Pleasant Prairie we did argue for this site to go along the west side of the tracks.

Michael Serpe:

So are you looking for a motion to allow you to authorize a second appraisal on that land?

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Mike Pollocoff:

Yes.

Michael Serpe:

I'd make that motion.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further discussion?

Mike Pollocoff:

That appraisal is not done at the expense of the Village. It's done at the expense of ATC.

Jane Romanowski:

So are they postponing the consideration of the easement at this time then?

Mike Pollocoff:

Right. In the documents it does give us the opportunity to seek a second.

John Steinbrink:

So we need a motion for that.

Jane Romanowski:

So if you want to include that.

Michael Serpe:

Yes, let's include that.

Mike Pollocoff:

Mike's motion is in order. That was in the documents as presented to us.

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Jane Romanowski:

So it wasn't the easement that we had to consider, it was whether or not we wanted to –

Mike Pollocoff:

We could do both. We could take the easement if you wanted, or we could have a second appraisal prepared to take another look at it.

Jane Romanowski:

Okay, so we don't have to put this on the table or postpone it. It's part of – okay, I just wanted to make sure the motion was going to be correct.

John Steinbrink:

We have a motion and a second. Steve, do you have a question or is that cleared up now? Okay, no further discussion?

SERPE MOVED TO REQUEST A SECOND APPRAISAL BE PREPARED IN RELATION TO ATC'S REQUEST TO PURCHASE FROM THE VILLAGE AN ELECTRIC TRANSMISSION LINE EASEMENT AT 7101 SPRINGBROOK ROAD FOR THE 345,000 VOLT ELECTRIC TRANSMISSION LINE PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider reappointments to the Community Development Authority.

Mike Pollocoff:

Mr. President, the Community Development Authority members have a different time frame when they're appointed. Statutes require that two members from the governing body be appointed to the Board as well as the other member should be someone with legal training, financial, labor or construction. In this cycle the Board appointments are for a one year period only. So the terms that are up are John Steinbrink, Village President, Monica Yuhas, Village Trustee, and the third Commissioner that's up for reconsideration is Phil Godin who is also an attorney. Terms for John and Monica would run through August 5, 2013. Mr. Godin's term would be through August 5, 2017. As the Executive Director of that Authority I'd recommend that the reappointments be made.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

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John Steinbrink:

Motion by Steve, second by Clyde. Any discussion on this item?

KUMORKIEWICZ MOVED TO REAPPOINT JOHN STEINBRINK AND MONICA YUHAS TO THE CDA FOR 1 YR APPOINTMENTS AND PHIL GODIN REAPPOINTED TO THE CDA FOR A 5 YEAR APPOINTMENT; SECONDED BY ALLEN; MOTION CARRIED 5-0.

John Steinbrink:

I just want to comment as Mike said it is a good mix of people on there with a very broad background. They're very diligent about their job when they come in, and it's a real pleasure working with these people.

D. Consider appointment to the Recreation Commission.

Mike Pollocoff:

Mr. President, recently Travis Laib who is a member of the Recreation Commission, and a very valuable one, he was very active, has advised me that he needs to step down to the Commission. Due to his position and his work schedule it's requiring a lot of out of town travel. Currently on the Commission we have an alternate, two alternates, and my recommendation would be that Kate Field, she's a horticulture instructor at Gateway College, be moved from an alternate position to fill the unexpired term of Travis's term which would end at May 1, 2013.

Clyde Allen:

Thank you, Mike. I have the pleasure of serving on the Rec Commission with Kate Field, and she's brought a lot of fresh, bold ideas. She thinks outside the box. She's open to a lot of our discussion and contributes a lot to the Rec Commission. So with that I'd like to make the motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve. Any discussion?

Steve Kumorkiewicz:

She has the gardens next to the north ball fields over there in the Village, too. Plus, she writes a column in the newspaper very frequently, too. So she's well qualified to be in this position.

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ALLEN MOVED TO APPOINT KATE FIELD FROM AN ALTERNATE MEMBER TO A REGULAR MEMBER OF THE RECREATION COMMISSION TO COMPLETE THE TERM OF TRAVIS LAIB TO MAY 1, 2012; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

E. Consent Agenda

- 1) Approve Operator License Applications on file.**
- 2. Approve Renewal Operator License Applications on file.**

Monica Yuhas:

So moved.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde. Is there any discussion on the consent agenda?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY ALLEN; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS – None.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:30 P.M.



Resolution No. 12-25

**Resolution of Appreciation
to Miss Chelsea Goessl
for Outstanding Community Service
During Her Tenure as Miss Pleasant Prairie 2011**

WHEREAS, Miss Chelsea Goessl was named Miss Pleasant Prairie 2011 on Sunday, July 24, 2011 during the 2011 Prairie Family Days Celebration, and;

WHEREAS, during her tenure as Miss Pleasant Prairie 2011, Miss Goessl upheld her title and consistently represented the Village of Pleasant Prairie with integrity and grace, and;

WHEREAS, during her tenure as Miss Pleasant Prairie 2011, Miss Goessl made 25 public appearances throughout several communities within Kenosha County on behalf of her title, and;

WHEREAS, during her 25 public appearances as Miss Pleasant Prairie 2011, Miss Chelsea Goessl served as an inspiration and an outstanding role model for many girls and young women, and;

WHEREAS, Miss Goessl's tenure as Miss Pleasant Prairie ended on Saturday, July 21, 2012 when a new Miss Pleasant Prairie was named during the 2012 Prairie Family Days Celebration.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Pleasant Prairie, that Miss Chelsea Goessl be formally recognized for her outstanding service to the Village of Pleasant Prairie during her tenure as Miss Pleasant Prairie 2011 and that she receive the most sincere thanks and appreciation of the Village Board and the citizens of Pleasant Prairie.

Considered and adopted this 6th day of August, 2012.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #12-23**

**TO INITIATE AMENDMENTS TO THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, 2035
COMPREHENSIVE PLAN RELATED TO THE JUNE 2012 AMENDMENT TO THE REGIONAL
WATER QUALITY MANAGEMENT PLAN FOR GREATER KENOSHA AREA**

WHEREAS, pursuant to Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission (SEWRPC), at a meeting held on the 12th day of July 1979, duly adopted a regional water quality management plan as documented in the three-volume SEWRPC Planning Report No. 30, *A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*; and

WHEREAS, SEWRPC has duly adopted an amendment to the Regional Water Quality Management Plan refining and detailing the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, *Sanitary Sewer Service Area for the City of Kenosha and Environs, Kenosha County, Wisconsin*, November 1985, as amended; and

WHEREAS by letter dated February 1, 2012, the Kenosha Water Utility requested that SEWRPC amend the Greater Kenosha sanitary sewer service area to include certain lands located outside of the currently adopted sewer service area: and

WHEREAS, the proposed amendment to the Regional Water Quality Management Plan is documented in a SEWRPC staff memorandum entitled, "Response to Request by the Kenosha Water Utility to Amend the Greater Kenosha Sanitary Sewer Service Area," attached hereto and made a part hereof; and

WHEREAS, the requested change to the Regional Water Quality Management Plan, as documented in the aforementioned staff memorandum, was the subject of a public hearing held jointly by the Kenosha Water Utility and the Regional Planning Commission on March 28, 2012; and

WHEREAS, Section 66.0309(9) of the Wisconsin Statutes authorizes and empowers the Regional Planning Commission, as the work of making the whole master plan progresses, to amend, extend, or add to the master plan or carry any part or subject thereof into greater detail; and

WHEREAS, the Village staff supports the June 2012 Amendment to the Regional Water Quality Management Plan which pertains to a change in the sanitary sewer service area tributary to the City of Kenosha sewage treatment plan (**Exhibit 1**); and

WHEREAS, Chapter 5 entitled "*Utilities and Community Facilities Element*" of the Village's Comprehensive Plan discusses the Greater Kenosha Sanitary Sewer Service Area; and

WHEREAS, the Village Comprehensive Plan shall be consistent with other Village adopted plans and amendments to such plans; and

WHEREAS, the Village Board of Trustees may initiate a petition for an amendment to the Village Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances; and

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

1. That the Village Board of Trustees hereby initiates and petitions that the Village consider adopting the June 2012 amendment to the Regional Water Quality Management Plan (**Exhibit 1**) as a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan.
2. That the proposed amendment to the Comprehensive Plan is hereby referred to the Village staff for further study and recommendation.

3. That the public participation plan for the Comprehensive Plan changes included the public hearing held on March 28, 2012 by the Kenosha Water Utility and the SEWRPC at the Kenosha Municipal Building to receive public comment on, and reaction to the proposed sewer service area amendment where no objections were expressed. The Village's public participation plan will also include the required 30-day public notice and the required public hearing pursuant to Chapter 390 of the Village Municipal Code entitled, "Comprehensive Plan" which will be held prior to consideration by the Village Board of Trustees.
4. That the Village Board of Trustees is not, by this Resolution, making any determination regarding the merits of the proposed changes to the Comprehensive Plan, but rather, is only initiating the process by which the proposed change in the Zoning Map can be promptly evaluated.

Adopted this 6th day of August 2012.

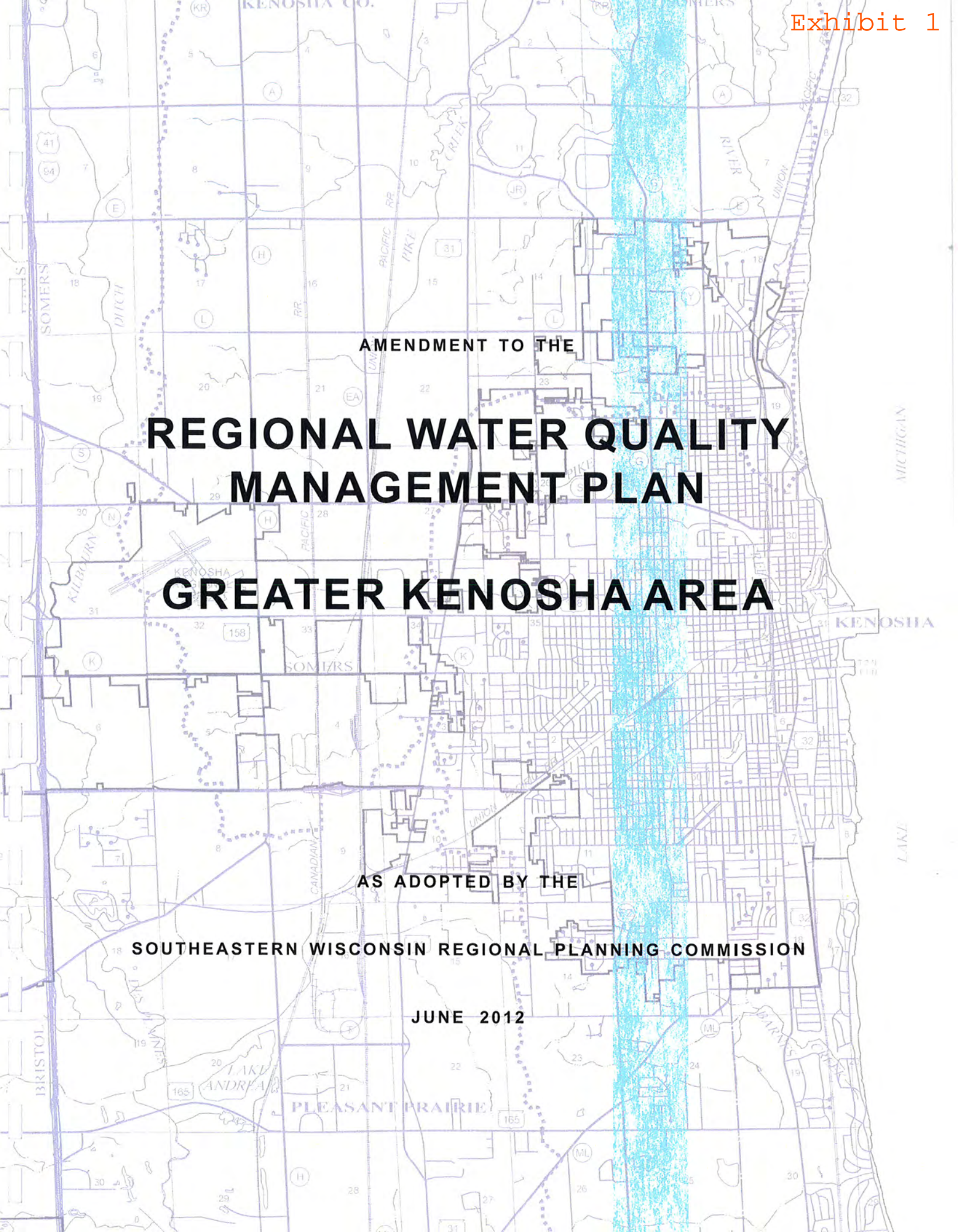
VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____
23- support sewrpc report no 106.docx



The map displays the Greater Kenosha Area with a grid of townships and ranges. A prominent blue shaded area runs north-south through the center, representing the water quality management plan boundary. Key features include the Kenosha River, Union Pacific Railroad, and various roads like Pacific Pike and Highway 158. The map also shows the locations of Kenosha, Pleasant Prairie, and parts of Bristol and Somers.

AMENDMENT TO THE
REGIONAL WATER QUALITY
MANAGEMENT PLAN
GREATER KENOSHA AREA

AS ADOPTED BY THE
SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

JUNE 2012

SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION

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PLANNING COMMISSION STAFF

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Stephen P. Adams Public Involvement and Outreach Manager
Nancy M. Anderson, AICP Chief Community Assistance Planner
Michael G. Hahn, PE, PH Chief Environmental Engineer
Christopher T. Hiebert, PE Chief Transportation Engineer
Elizabeth A. Larsen Business Manager
John G. McDougall Geographic Information Systems Manager
John R. Meland Chief Economic Development Planner
Dr. Donald M. Reed Chief Biologist
Donald P. Simon, RLS Chief Planning Illustrator
William J. Stauber Chief Land Use Planner

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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WASHINGTON
WAUKESHA



SUBJECT: Certification of Amendment to the Adopted Regional Water Quality Management Plan (Greater Kenosha Sanitary Sewer Service Area)

TO: The Legislative Bodies of Concerned Local Units of Government within the Southeastern Wisconsin Region, namely: the County of Kenosha, the City of Kenosha, and the Village of Pleasant Prairie.

This is to certify that at the meeting of the Southeastern Wisconsin Regional Planning Commission, held at the Washington County Courthouse Government Center, West Bend, Wisconsin, on the 20th day of June 2012, the Commission did by unanimous vote of all Commissioners present, being 15 ayes and 0 nays, and by appropriate Resolution, a copy of which is made a part hereof and incorporated by reference to the same force and effect as if it had been specifically set forth herein in detail, adopt an amendment to the regional water quality management plan, which plan was originally adopted by the Commission on the 12th day of July 1979, as part of the master plan for the physical development of the Region. Said amendment to the regional water quality management plan pertains to the revised Greater Kenosha sanitary sewer service area and consists of the documents attached hereto and made a part hereof. Such action taken by the Commission is recorded on, and is a part of, said plan, and the plan as amended is hereby transmitted to the constituent local units of government for consideration, adoption, and implementation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and cause the Seal of the Southeastern Wisconsin Regional Planning Commission to be hereto affixed. Dated at the City of Pewaukee, Wisconsin, this 21st day of June 2012.

David L. Stroik, Chairman
Southeastern Wisconsin
Regional Planning Commission

ATTEST:

Kenneth R. Yunker, Deputy Secretary

RESOLUTION NO. 2012-04

RESOLUTION OF THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION AMENDING THE ADOPTED REGIONAL WATER QUALITY MANAGEMENT PLAN, THAT PLAN BEING A PART OF THE MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE REGION CONSISTING OF THE COUNTIES OF KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH, WASHINGTON AND WAUKESHA IN THE STATE OF WISCONSIN (GREATER KENOSHA SANITARY SEWER SERVICE AREA)

WHEREAS, pursuant to Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission, at a meeting held on the 12th day of July 1979, duly adopted a regional water quality management plan as documented in the three-volume SEWRPC Planning Report No. 30, *A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*; and

WHEREAS, the Commission duly adopted an amendment to the regional water quality management plan refining and detailing the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, *Sanitary Sewer Service Area for the City of Kenosha and Environs, Kenosha County, Wisconsin*, November 1985, as amended; and

WHEREAS by letter dated February 1, 2012, the Kenosha Water Utility requested that the Commission amend the Greater Kenosha sanitary sewer service area to include certain lands located outside of the currently adopted sewer service area; and

WHEREAS, the proposed amendment to the regional water quality management plan is documented in a Commission staff memorandum entitled, "Response to Request by the Kenosha Water Utility to Amend the Greater Kenosha Sanitary Sewer Service Area," attached hereto and made a part hereof; and

WHEREAS, the requested change to the regional water quality management plan, as documented in the aforementioned staff memorandum, was the subject of a public hearing held jointly by the Kenosha Water Utility and the Regional Planning Commission on March 28, 2012; and

WHEREAS, Section 66.0309(9) of the *Wisconsin Statutes* authorizes and empowers the Regional Planning Commission, as the work of making the whole master plan progresses, to amend, extend, or add to the master plan or carry any part or subject thereof into greater detail;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

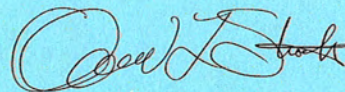
FIRST: That the regional water quality management plan for the Southeastern Wisconsin Region, being a part of the master plan for the physical development of the Region and comprised of SEWRPC Planning Report No. 30, Volumes One, Two, and Three, which was adopted by the Commission as a part of the master plan on the 12th day of July 1979, and which was subsequently amended to include the refined Greater Kenosha sanitary sewer service area, be and the same hereby is amended in the manner identified on Map 1 of the aforementioned SEWRPC staff memorandum.

SECOND: That the Executive Director is authorized to submit findings to the Wisconsin Department of Natural Resources and the Wisconsin Department of Safety and Professional Services that public and private sanitary sewer extensions necessary to serve the anticipated development on the lands concerned are in conformance with, and would serve to implement, the adopted regional water quality management plan as herein amended.

RESOLUTION NO. 2012-04

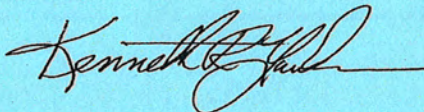
THIRD: That a true, correct, and exact copy of this resolution, together with the aforementioned SEWRPC staff memorandum, shall be forthwith distributed to each of the local legislative bodies of the local governmental units within the Region entitled thereto and to such other bodies, agencies, or individuals as the law may require or as the Commission, its Executive Committee, or its Executive Director, at their discretion, shall determine and direct.

The foregoing resolution, upon motion duly made and seconded, was regularly adopted at the meeting of the Southeastern Wisconsin Regional Planning Commission held on the 20th day of June 2012, the vote being: Ayes 15; Nays 0.



David L. Stroik, Chairman

ATTEST:



Kenneth R. Yunker, Deputy Secretary

SEWRPC STAFF MEMORANDUM

RESPONSE TO REQUEST BY THE KENOSHA WATER UTILITY TO AMEND THE GREATER KENOSHA SANITARY SEWER SERVICE AREA

INTRODUCTION

By letter dated February 1, 2012, the Kenosha Water Utility requested that the Southeastern Wisconsin Regional Planning Commission amend the Greater Kenosha sanitary sewer service area tributary to the City of Kenosha wastewater treatment plant. That area is currently documented in a SEWRPC report titled *Amendment to the Regional Water Quality Management Plan—Greater Kenosha Area*, dated December 2001, as amended. The basic purpose of this amendment would be to include within the planned Greater Kenosha sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area, including land in the Village of Pleasant Prairie and the City of Kenosha.

AREA DESCRIPTION

Two areas, designated Area A and Area B on Map 1, are proposed to be added to the Greater Kenosha sanitary sewer service area:

Area A

Area A encompasses about 59 acres located generally north of CTH K and west of IH 94 in the City of Kenosha. It includes about 14 acres of land located within existing street rights-of-way; five acres of small wetlands as identified in the Wisconsin Wetlands Inventory; and 40 acres of other open land. Area A does not encompass any lands that have been identified as environmental corridor or isolated natural resource area. It is envisioned that Area A would be developed for commercial use.

Area B

Area B encompasses about 27 acres located generally east of the intersection of CTH CJ and CTH U in the Village of Pleasant Prairie. It does not encompass any areas that have been identified as environmental corridor or isolated natural resource area, nor does it include any wetlands as identified in the Wisconsin Wetlands Inventory. It is envisioned that Area B would accommodate a large product distribution facility, which would be developed on Area B and land to the east of Area B.

More detailed delineations of Areas A and B and of environmentally significant lands in the vicinity of each are shown on the aerial photographs reproduced as Maps 2 and 3. The environmentally significant lands shown on Maps 2 and 3 have been updated to reflect the most recent available natural resource and floodplain information.

RELATIONSHIP OF THE PROPOSED CHANGES TO THE EXISTING SANITARY SEWER SERVICE AREA

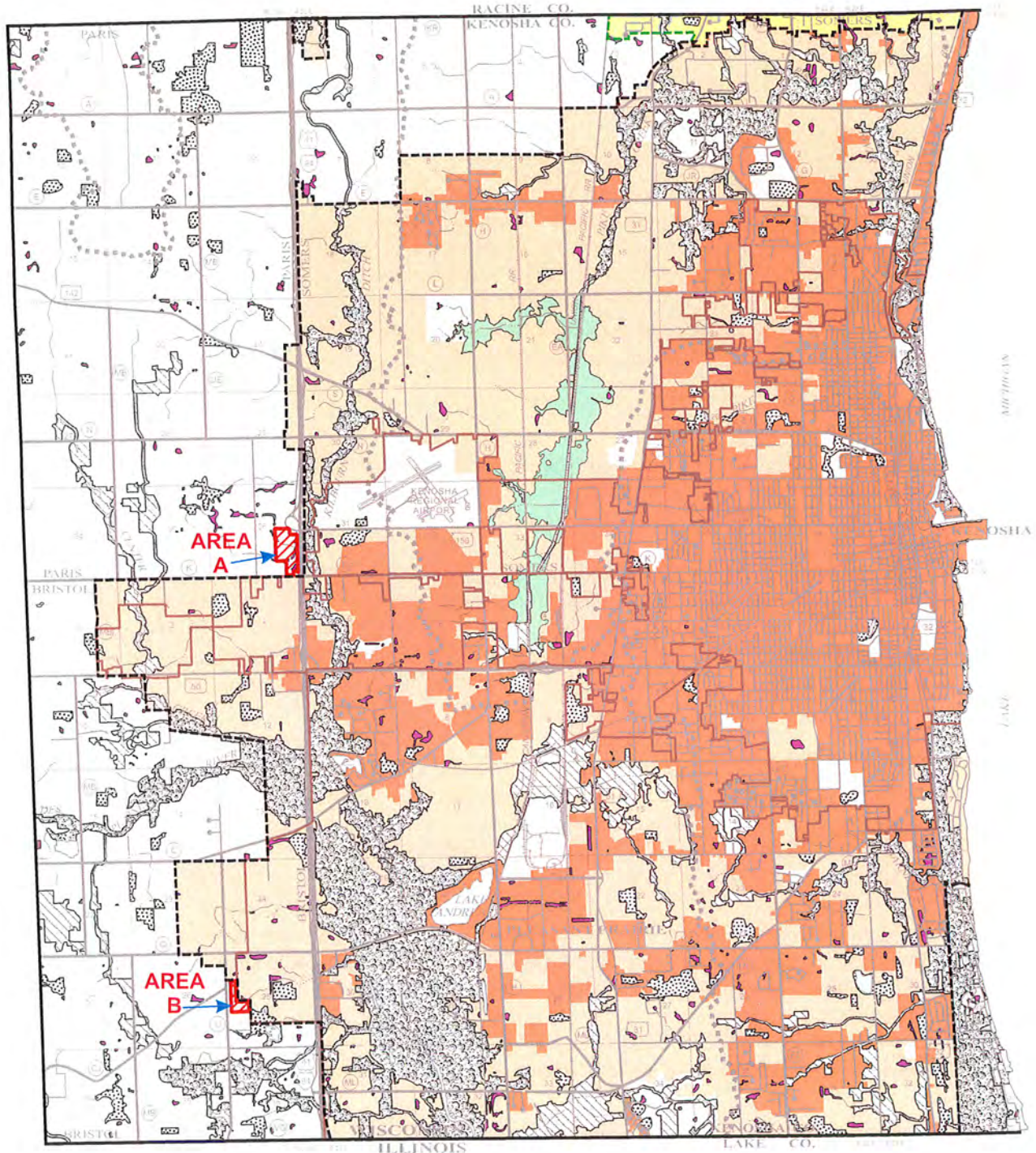
The proposed addition of 86 acres to the Greater Kenosha sanitary sewer service area represents an increase in the planned sewer service area of less than 1 percent.











WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Greater Kenosha sanitary sewer service area plan, it is envisioned that all new urban development within the planned urban service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sanitary sewer service area.

Map 1

PROPOSED AMENDMENT TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA



-  GREATER KENOSHA SANITARY SEWER SERVICE AREA
-  AREAS SERVED BY SEWERS TRIBUTARY TO THE CITY OF KENOSHA SEWAGE TREATMENT FACILITY: 2006
-  RACINE AND ENVIRONS SANITARY SEWER SERVICE AREA
-  PRIMARY ENVIRONMENTAL CORRIDOR
-  SECONDARY ENVIRONMENTAL CORRIDOR
-  ISOLATED NATURAL RESOURCE AREA
-  WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS
-  AIRPORTS, LARGE PARK AND RECREATION SITES, AND SIMILAR USES WITHIN THE SEWER SERVICE AREA
-  UNDEVELOPED FLOODLANDS ALONG PIKE CREEK THAT ARE POTENTIAL ADDITIONS TO THE PIKE CREEK ENVIRONMENTAL CORRIDOR. THE BOUNDARIES OF SUCH AREAS MAY BE MODIFIED BASED UPON ENGINEERING STUDIES AND DETAILED SITE PLANNING, IN ACCORDANCE WITH EXISTING FLOODPLAIN REGULATIONS AND A FINDING OF NO NET LOSS IN FLOODWATER STORAGE VOLUME. CLASSIFICATION AS TO PRIMARY OR SECONDARY ENVIRONMENTAL CORRIDOR WILL BE MADE BASED UPON THE ULTIMATE CONFIGURATION OF THE FLOODPLAIN IN THIS AREA.
-  AREAS PROPOSED TO BE ADDED TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA: JUNE 2012



Source: SEWRPC.

SEWAGE TREATMENT PLANT CAPACITY ANALYSIS

The City of Kenosha wastewater treatment plant has a capacity of about 28.6 millions of gallons per day (mgd) of wastewater on an average annual basis. The current hydraulic loading to the plant is about 22.9 mgd on an average annual basis. The anticipated flow to be generated from the commercial development expected to be accommodated in Area A and the distribution facility expected to be located in part in Area B is about 0.03 mgd. Thus, the treatment plant has adequate capacity to treat wastewater flows from the areas proposed to be added to the sewer service area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on March 28, 2012, at the Kenosha Municipal Building to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Kenosha Water Utility and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment. No objections to the proposed amendment were expressed at the hearing.

LOCAL ACTION ON THE PLAN AMENDMENT

The Board of Commissioners of the Kenosha Water Utility approved the amendment following the public hearing on March 28, 2012.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, and the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**
The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations and at densities which can be efficiently served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas. The proposed sewer service area amendment is consistent with these recommendations of the regional land use plan.
- **Consistency with the Regional Water Quality Management Plan**
The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that the Kenosha urban service area be served through the Kenosha sewerage system. The proposed sewer service area amendment is consistent with these recommendations of the regional water quality management plan.
- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***
Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound waste

collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts. The proposed sewer service area amendment is consistent with these provisions of the *Wisconsin Administrative Code*.

- **Consistency with Procedural Requirements**

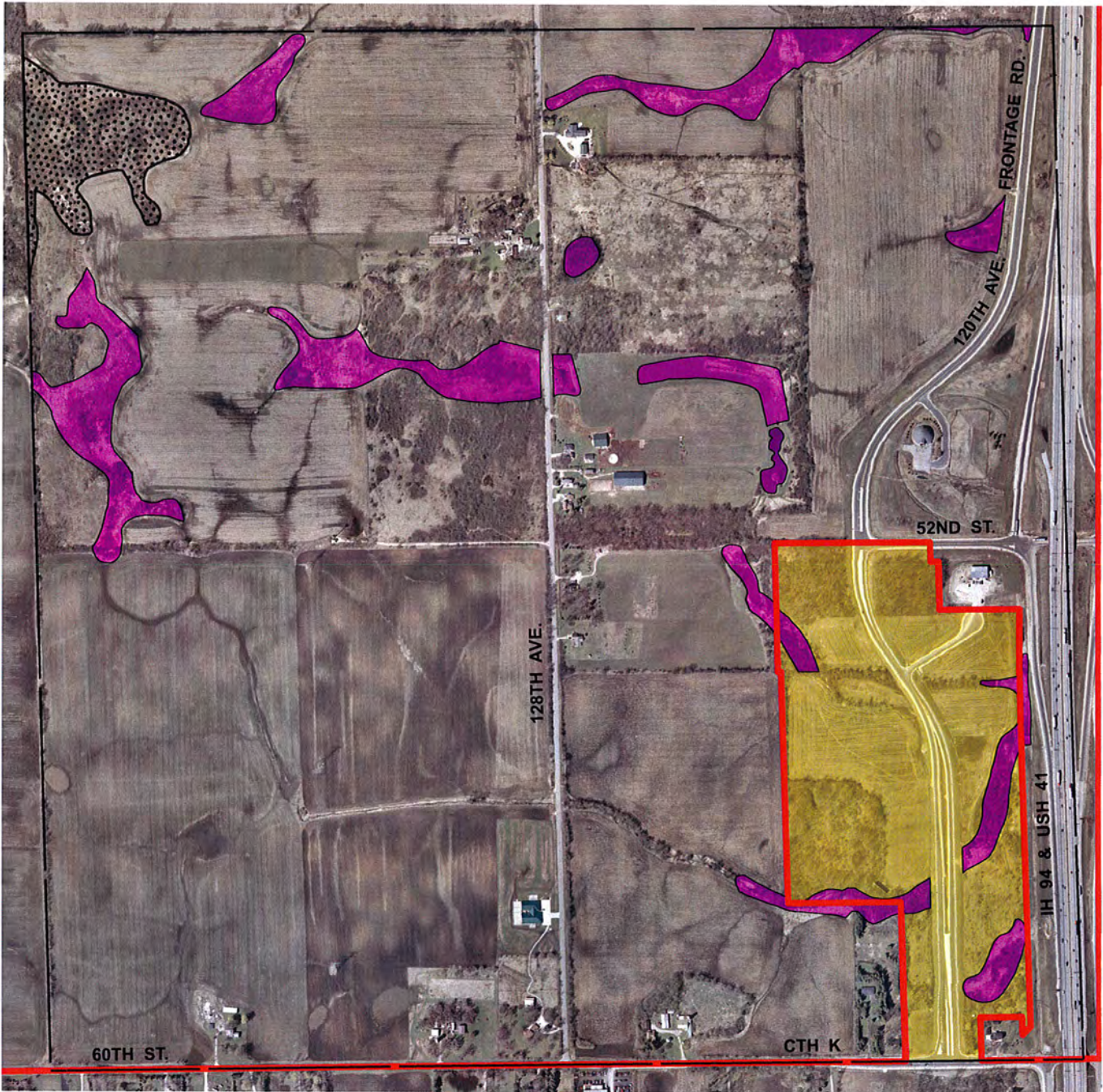
As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the agency responsible for operation of the tributary wastewater treatment plant to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the areawide water quality management plan. All of the Commission's procedural requirements have been met for this amendment.

Given all of the foregoing, it is recommended that the Southeastern Wisconsin Regional Planning Commission formally amend the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, in the manner shown on Map 1. It is also recommended that the Wisconsin Department of Natural Resources approve this sewer service area plan amendment and certify the plan amendment through the Governor to the U.S. Environmental Protection Agency.



Map 2



ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 36
Township 2 North, Range 21 East

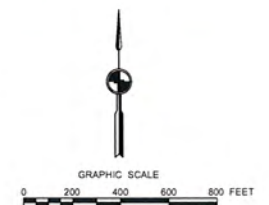


Photography Date: April 2010

-  ISOLATED NATURAL RESOURCE AREA
-  WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

-  PLANNED SANITARY SEWER SERVICE AREA
-  GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces a portion of Map 3-14, page 23, of SEWRPC Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area, December 2001.

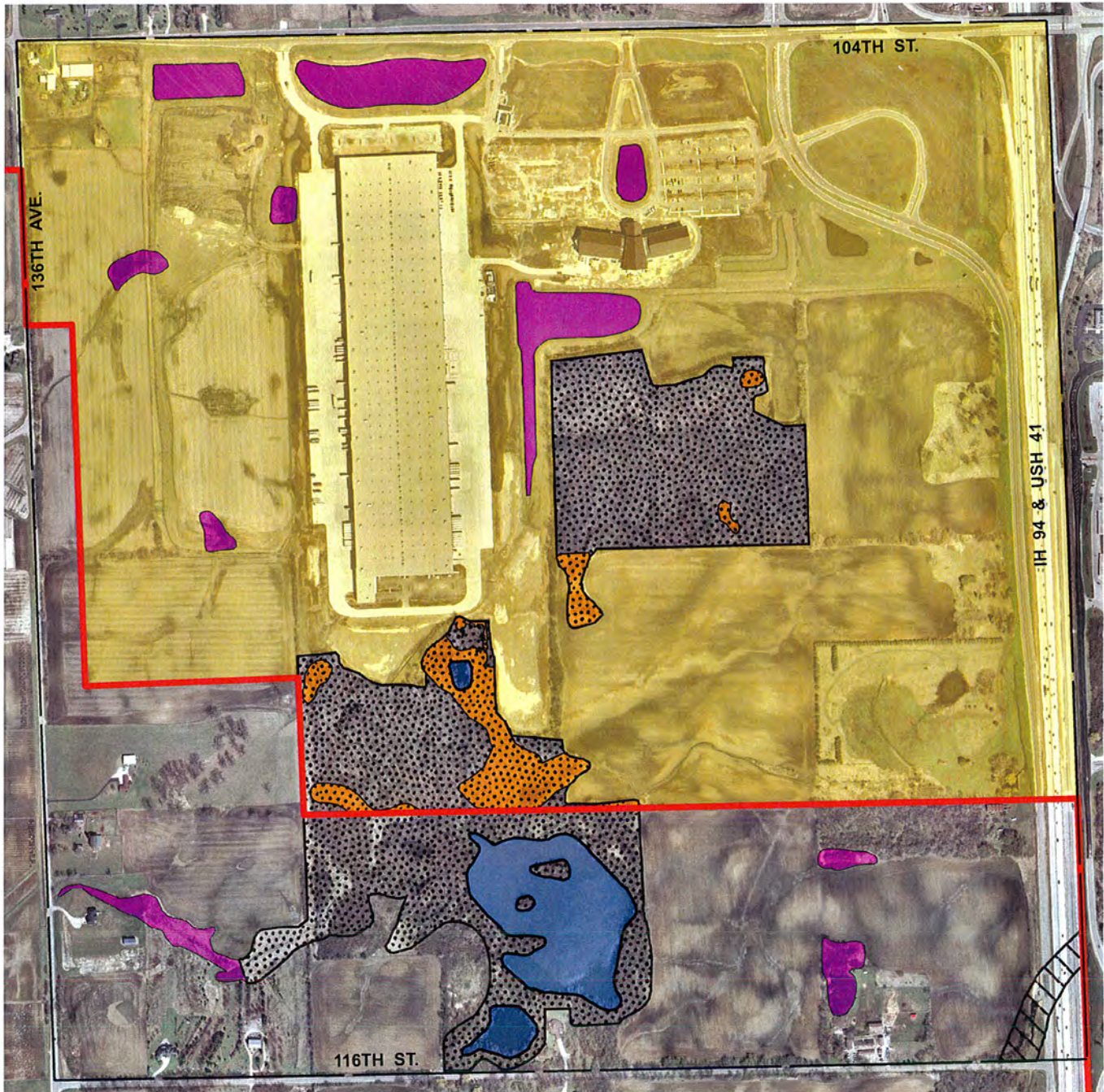


Source: SEWRPC.

Map 3

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 25
Township 1 North, Range 21 East



Photography Date: April 2010

 SECONDARY ENVIRONMENTAL CORRIDOR

 ISOLATED NATURAL RESOURCE AREA


 WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

 SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

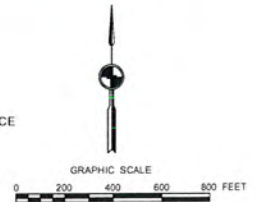
 PLANNED SANITARY SEWER SERVICE AREA

 GROSS SANITARY SEWER SERVICE AREA BOUNDARY

RESTRICTIONS ON SEWERED DEVELOPMENT

 PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

NOTE: This map replaces a portion of Map 4, page 7, of SEWRPC Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area, June 2007.



Source: SEWRPC.

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #12-24**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF A PORTION OF
120th AVENUE (WEST FRONTAGE RD) NORTH OF 104th STREET IN THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a resolution declaring that the public interest requires it.

WHEREAS, the Village of Pleasant Prairie is initiating the discontinuance of a portion of 120th Avenue (West Frontage Road) north of 104th Street which has been designated as a public right-of-way; and

WHEREAS, this portion of 120th Avenue (West Frontage Road) has been reconstructed as part of the I-94 reconstruction project and the existing right-of-way is no longer required for roadway purposes; and

WHEREAS, municipal sanitary sewer and water infrastructure constructed in said right-of-way would remain with an easement granted to the Village; and

WHEREAS, a plat of survey and legal description of the public street encompassing the discontinuance has been prepared and is shown on **Exhibit A**; and

WHEREAS, the Village of Pleasant Prairie Plan Commission shall review said legal description and plat of survey and forward a recommendation to the Village Board; and

WHEREAS, a Public Hearing to consider said discontinuance shall be set not less than 40 days after the passage of said resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that consideration of the discontinuance is a matter to be decided by the Village Board at the September 17, 2012 Public Hearing.

Adopted this the 6th day of August 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

**LEGAL DESCRIPTION FOR EXISTING INTERSTATE HIGHWAY 94 WEST
FRONTAGE ROAD RIGHT-OF-WAY TO BE TRANSFERRED
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

**FROM:
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION**

**TO:
VILLAGE OF PLEASANT PRAIRIE**

Located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, Town 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as:

Commencing at the East 1/4 corner of said Section 24; thence South 02°04'30" East, along the East line of said Southeast 1/4, 547.03 feet; thence South 87°55'30" West, 365.54 feet to the West right-of-way line of Interstate Highway 94 and the point of beginning; thence Southerly, 227.49 feet along said West right-of-way line and the arc of a curve whose center lies to the East, whose radius is 43226.84 feet, whose interior angle measures 00°18'06" and whose chord bears South 02°48'01" East, 227.49 feet; thence Southwesterly, 292.74 feet along the arc of a curve whose center lies to the Northwest, whose radius is 696.62 feet, whose interior angle measures 24°04'39" and whose chord bears South 49°25'26" West, 290.59 feet; thence South 61°28'04" West, 294.03 feet; thence Southwesterly, 861.21 feet along the arc of a curve whose center lies to the Southeast, whose radius is 788.83 feet, whose interior angle measures 62°33'11" and whose chord bears South 30°11'28" West, 819.07 feet; thence North 06°40'19" West, 381.04 feet; thence Northeasterly, 601.02 feet along the arc of a curve whose center lies to the Southeast, whose radius is 908.83 feet, whose interior angle measures 37°53'25" and whose chord bears North 42°31'21" East, 590.13 feet; thence North 57°08'11" East, 500.88 feet; thence Northeasterly, 208.81 feet along the arc of a curve whose center lies to the Northwest, whose radius is 576.62 feet, whose interior angle measures 20°44'54" and whose chord bears North 30°13'28" East, 207.67 feet to the point of beginning.

The above-described parcel contains 166,904 square feet (3.832 acres) of land more or less.

Basis of Existing Right-of-Way:

*Plat of Right of Way Required for STH 165 Interchange
R/W Project Number 1032-04-20
State Project Number 1032-04-74
Federal Project Number AC IR 94-6(70) 346*

CRISPELL-SNYDER, INC.
Professional Consultants
July 8, 2009
MWR

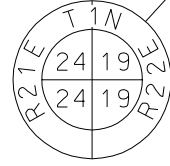
P.N. R08-0007-117

REVISION/PLOT DATE Exhibit Transfer WisDOT to Village.dgn 7/8/09 MWR

NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24-1-21

BASIS OF EXISTING RIGHT-OF-WAY:

PLAT OF RIGHT OF WAY REQUIRED FOR STH 165 INTERCHANGE
 RIGHT-OF-WAY PROJECT NUMBER 1032-04-20
 STATE PROJECT NUMBER 1032-04-74
 FEDERAL PROJECT NUMBER AC IR 94-6(70) 346



S02°04'30"E 547.03'

RIGHT-OF-WAY FOR REALIGNED
 WEST FRONTAGE ROAD

S87°55'30"W 365.54'

POB

INTERSTATE HIGHWAY 94

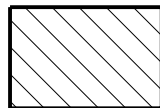
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 24-1-21

WEST FRONTAGE ROAD
 (120TH AVENUE)

N00°51'07"E 381.04'

N57°08'11"E 500.88'
 S61°28'04"W 294.03'

LEGEND

 EXISTING WEST FRONTAGE ROAD
 RIGHT-OF-WAY TO BE TRANSFERRED
 FROM WISDOT TO THE VILLAGE
 OF PLEASANT PRAIRIE.

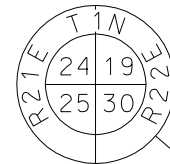
AREA

166,904 S.F. (3.832 ACRES)

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
1	227.49'	43226.84'	00°18'06"	227.49'	S02°48'01"E
2	292.74'	696.62'	24°04'39"	290.59'	S49°25'46"W
3	861.21'	788.83'	62°33'11"	819.07'	S30°11'28"W
4	601.02'	908.83'	37°53'25"	590.13'	N42°31'21"E
5	208.81'	576.62'	20°44'54"	207.67'	N30°13'28"E

SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24-1-21



CTH Q
 (104TH STREET)

STH 165
 (104TH STREET)

REAL ESTATE TRANSFER: WisDOT TO THE VILLAGE OF PLEASANT PRAIRIE

R08-0007-117



LOCATION: VILLAGE OF PLEASANT PRAIRIE

KENOSHA COUNTY, WISCONSIN

SCALE: 1"=200'

DATE: JULY 2009

DRAWN BY: M. RUBENDALL



Office of the Village
Director of Public Works
John Steinbrink, Jr.

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: Single Stream Recycling Contract
Date: July 31, 2012

The Pleasant Prairie Sanitation Division is currently under contract with Veolia ES Solid Waste Midwest, LLC for single stream recycling services until August 3, 2012. Pleasant Prairie collection trucks collect the recyclable material curbside for all residential properties and haul the recyclables to Veolia's facility located at 5421 46th St in Kenosha. Pleasant Prairie hauls approximately 2,200 tons of recyclable material to this location annually. The material is baled in Kenosha and hauled to a processing facility by Veolia.

Village staff has received two estimates for recycling processing services, one from Veolia and another from John's Disposal in Franklin. Pleasant Prairie will still collect the recyclable material curbside and haul to the processing site.

	<u>Veolia</u>	<u>Johns Disposal</u>
Distance	3 miles	31 miles
Tipping fee	\$ 9.98	\$45.00
Backhaul charge	\$ 8.94	\$ 0.00
Annual estimated charge	\$41,624	\$99,000
Recycling rebate	See chart*	80% of market value

*Veolia Rebate Chart

Value of material	Village charge or rebate
Below \$0.00 per ton	Village pays cost
\$0.00 - \$40.00 per ton	Village rebate of 50% value of material
\$40.01-\$80.00 per ton	Village rebate of 65% value of material
\$80.01 and greater	Village rebate of 80% value of material

Veolia has the distinct advantage based on location and lower tipping fee. Johns Disposal is located 31 miles away. This would add 1.5 hours per day to the recycling route and would require adding a partial truck to the recycling route daily. Johns is offering a higher rebate but the costs are more than offset by the higher tipping fee and distance as compared to Veolia.

I recommend a contract extension be awarded to Veolia ES Solid Waste Midwest, LLC per the terms of the attached contract.

* * * * *

SINGLE STREAM RECYCLING AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 3rd day of August, 2009 by and between Veolia ES Solid Waste Midwest, LLC, a Wisconsin Corporation ("Veolia") and the Village of Pleasant Prairie ("the Village").

Recitals

1. Veolia operates a recycling processing facility located at 5421 46th Street, Kenosha, WI (the "Facility") and desires to provide the Village with single stream recycling services at the Facility.
2. The Village is in the business of providing single stream recycling collection services and the primary use for the Facility is to dispose of the single stream recycling collected from its customers.
3. The Village desires to enter into an exclusive, long term disposal agreement with Veolia for single stream recycling it collects from its customers.
4. In order to meet their respective goals the parties desire to enter into this Agreement.

Agreements

In consideration of the premises and the mutual representations, warranties and covenants contained herein, the parties agree as follows:

1. Term. The initial term of this Agreement shall be for a period of three (3) years, commencing on August 3, 2009 and terminating on the third anniversary date of this Agreement.
2. Obligation to Accept Single Stream Recycling. Veolia shall accept for disposal at the Facility (located at 5421 46th Street, Kenosha, WI) all single stream recyclables which specifically exclude any hazardous, special or other materials that require special handling or disposal or such material that cannot be sold for a profit as recyclable material, ("Recyclables") delivered to the Facility shall be collected exclusively by the Village.
3. Obligation to Deliver Recycling. The Village shall deliver Recyclables collected by or on behalf of the Village of Pleasant Prairie, as described in Exhibit "A".
4. Permits and Licenses. Veolia represents and warrants to the Village that the Facility will be operated, during the entire term of this Agreement, in compliance with all applicable federal, state and local laws and regulations, and that it possesses during the entire term of this Agreement all permits and licenses required to operate the Facility.
5. Defaults and Remedies. If either party fails to observe or perform any provision of this agreement, and such failure continues for five days after receipt of written notice thereof from the other party, the party which fails to perform shall be in default; provided, however (and except for payment for services rendered) if such default cannot reasonably be cured within such five day period and is not due to the fault or negligence of the

defaulting party, the defaulting party shall not be deemed to be in default if such party shall within such period commence a cure and thereafter diligently prosecute the same to completion.

In the event of any default under this Section 5, in addition to any other remedies available at law or in equity, the non-defaulting party shall have the immediate option to terminate this Agreement by giving the other written notice of such election to terminate. Further, if either party gives any notice hereunder, that party may suspend the performance of this Agreement until the failure is fully cured, in addition to all other rights and remedies available at law or in equity.

6. Title. Title to Recyclable Material delivered by the Village shall transfer to Veolia at the time it is fully unloaded at the working face of the Veolia Transfer Site and the Village's vehicle has departed the Veolia Transfer Site. Until such time as title has transferred to Veolia title to Recyclable Material shall be in, and all risks and responsibilities therefore shall be borne by, the Village. At no time shall Veolia take title to any material that does not specifically comply with the definition of recyclable material.
7. Excused Non-Performance. Except for the payment of services rendered the performance of this Agreement may be suspended by either party in the event the transportation of Recyclables or disposal of Recyclables are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor or transportation ; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble and strike. The party asserting a right to suspend performance under this Section must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended and the anticipated duration of suspension. The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed. During any such suspension by Veolia, due to a cause set forth in this section. The Village shall have the right to deliver any or all Recycling to any other facility.
8. Disposal Rates and Rebates. Veolia shall charge an initial tipping fee of \$9.50 per ton. This amount may be adjusted in the second and third years of this agreement by an amount established by the U.S. Department of Labor, Consumer Price Index, All Urban Consumers, Chicago-Gary-Kenosha. Report # CUURA207SA0 or 2.5% whichever is higher. Any CPI rate increase by Veolia over 10% of the rates and fees established by this agreement will give the Village the opportunity, upon 60 days notice, to terminate this agreement.

Rebates shall be applied as defined in Exhibit "B". The Village shall have the opportunity to review and market data that Veolia uses to determine rebates that are to be granted under this agreement, provided however that Veolia shall have the sole and absolute discretion in selecting any end market it desires.

9. Independent Contractor. Veolia is and shall perform this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents and operations. No one employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee of the Village.
10. Insurance.
- (a) The parties agree that each shall, at all times during the term of this agreement, keep in force and effect the same insurance coverage amounts shown on the Certificates of Liability Insurance attached as Exhibits "C" and "D" to this agreement. All policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Coverage afforded shall apply as primary.
 - (b). Veolia agrees to name the Village as an additional named insured on its policies for the following coverage's: commercial general liability, automobile liability, and excess liability. The Certificate of Insurance documenting such coverage is attached hereto as Exhibit "E".
 - (c). Each party to this agreement shall be given thirty (30) days advanced notice of cancellation or nonrenewal of any of their respective policies during the term of this Agreement. Each party shall provide the other, upon request, certified copies of their required insurance policies.
11. Indemnification. Veolia shall indemnify and hold the Village harmless from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses related thereto (including cost of defense, settlement and reasonable attorney's fees), that the Village may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of any governmental laws, regulations or orders that in any manner arise out of; Veolia's (i) breach of any term or provision of this Agreement; (ii) design and/or operation of its Facility; and (iii) negligence or willful misconduct in handling or disposal of the Recycling.

The Village shall indemnify and hold harmless from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses related thereto (including cost of defense, settlement and reasonable attorney's fees), that Veolia may incur, become responsible for or pay as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of any governmental laws, regulations or orders that in any manner arise out of the Villages' breach of any term or provision of this Agreement or Village negligence or willful misconduct.

12. Termination. Either party may immediately terminate this Agreement upon written notice for material breach by the other party, provided the notifying party has first provided the

other party written notice reasonably specifying the default and at least fifteen (15) days to cure such default and further provided that failure to pay fees when due shall not be subject to cure rights. The terms of this Agreement with respect to Village's warranties and representations, Designated Wasters, Indemnity and Insurance and Confidentiality and Non-Disclosure shall survive any termination hereof.

13. Force Majeure. Except for the payment of services rendered, to the extent that either party is precluded from performing its obligations hereunder as the result of Acts of God, authority of laws, strikes, lockouts, labor disputes, riots, revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the facility utilized by Veolia for disposal of Recycling Material hereunder, or other causes beyond its reasonable control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such causes.
14. General Provisions.
 - (a) Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors, assigns, transferees, heirs and legal representative and shall be binding upon the parties hereto and their respective successors, assigns heirs and legal representatives.
 - (b) Assignment. The Village may not assign its rights and obligations under this Agreement without the prior written consent of Veolia, which consent shall not be unreasonably withheld.
 - (c) Entire Agreement. This instrument contains the entire agreement of the parties with respect to the transactions contemplated herein, and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.
 - (d) Notices. Any notice to be given hereunder shall be in writing and shall be hand delivered, sent by certified mail, postage prepaid or by facsimile, as follows:

If to Veolia addressed to:

Jason Sturino
Area Municipal Marketing Manager
Veolia ES Solid Waste Midwest, LLC
W144 S6350 College Court
Muskego, WI 53150
Phone: 262-652-6967
Fax: 262-652-7106
Jason Sturino: 262-971-1364 direct line
Jason Sturino: 414-899-0545 cell
Email: Jason.Sturino@veoliaes.com

If to Pleasant Prairie:

Michael Pollocoff
Village Administrator
Village of Pleasant Prairie
9915 - 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262-925-6721
Fax: 262-694-4734
Email: mpollocoff@plprairiewi.com

With a copy to:

John P. Steinbrink, Jr.
Public Works Director
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158
Phone: 262-925-6765
Fax: 262-925-6791
Email: jsteinbrink@plprairiewi.com


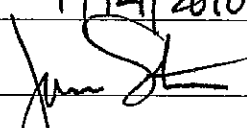
Any party may change the address (facsimile number or email) to which notices are to be sent to it by giving written notice of such change of address as herein provided.

- (e) Severability. If any provision of this Agreement or any portion of such provision or the application thereof to any party or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be a part of this Agreement, but the remainder of the Agreement and the application of the affected provisions to other parties and circumstances shall not be affected thereby and this Agreement as so modified shall continue in full force and effect.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to contracts made and to be performed therein.
- (g) Amendment. This agreement may only be amended in writing, signed by both parties.
- (h) Waiver. The failure of either party at any time to require performance by the other of any term or condition of this agreement shall not affect the full right to require such performance at any subsequent time nor shall the waiver by either party of a breach of a term or condition constitute waiver of any succeeding breach of a term or condition or a waiver of the term or condition itself.
- (i) Authorization; Binding Obligation. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of both the Village and Veolia, and this agreement is a valid and binding obligation of each of them, enforceable in accordance with its terms.

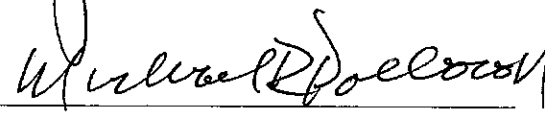

- (j) Miscellaneous. Failure to exercise any rights and/or remedies hereunder upon the non-performance and/or the defective performance of any term, condition, covenant, or agreement herein contained shall not be construed as a waiver of said rights and/or remedies. Nor shall any prior waiver or acceptance be construed as a future waiver of any future right and/or remedy. The parties shall not be liable for any indirect, incidental, special, punitive or consequential damages, Veolia's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Veolia by the Village, regardless of whether recovery is sought, in contract, common law, tort, statute or otherwise. This Agreement together with the documents referred to herein, sets forth the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

VEOLIA ES SOLID WASTE MIDWEST, LLC

By: 
Print Name: Ann Rooney
Its: Region Manager
Date: 1/14/2010
Attest: 

VILLAGE OF PLEASANT PRAIRIE

By: 
Michael R. Pollocoff
Village Administrator
Date: 12-21-09
Attest: 

CURBSIDE RECYCLING
Acceptable Materials

FIBER:

Clean:

Newspaper, Cardboard, Magazines, Flyers, Telephone Books, "Paperback" books, Catalogs, Boxboard (i.e. unlined soda or merchandise boxes), Untreated Office Papers (i.e. typing, copy, or printer paper), Stationary, Envelopes, Bills and Invoices, Brown or White Paper Bags, and Junk Mail.

Unacceptable Items:

Waxed or coated papers or boxes (i.e. food containers, laminated papers, carbonless copy papers), Tissue Paper (i.e. toilet or facial), Heat sensitive Papers, Synthetic Papers (i.e. Tyvec), Wrapping Papers (i.e. gift wrap), Photographs, Carbon Paper, Hard Covered Books (i.e. Bibles, Novels, or Binders), and Glued Papers (i.e. labels)

RIGID: (Comingle)

Glass: Bottles only!

Metals: Aluminum or Steel (tin) CANS only!

Plastics: Clean food containers, bottles, etc. with clearly marked recycling designations (1-7)

Unacceptable Items:

Window glass, Ceramic or China cups or dishes, Cooking pots or pans, Aerosol cans, Clothes hangers, Any hazardous waste container (i.e. Gasoline, Oil, Propane, Cleaning solvents or chemicals, Pesticides, Paint, etc.), Appliances or electronic items, Construction materials, Any composite or combined materials (i.e. plastic, metal, and/or glass used together in one item as in lights, tools, or toys), Styrofoam, and plastic bags.

Please Note: Many of the unacceptable items must, by law, be disposed of through special agencies or outlets. Other items are not recyclable at normal curbside recycling centers because of the special handling, or disassembly required.

Exhibit B

1) Tipping Fee: \$9.50 per ton (subject to annual CPI change or 2.5% whichever is greater).

2) Revenue Sharing (*Net Proceeds received by Veolia ES Solid Waste Midwest, LLC):

Value of Material	Village Charge or Rebate
Below \$0.00 per ton	**Village Pays All Charges
\$0.00-\$40.00 per ton	Village Receives Rebate of 50% Net Proceeds
\$40.01-80.00 per ton	Village Receives Rebate of 65% Net Proceeds
\$80.01 per ton and above	Village Receives Rebate of 80% Net Proceeds

*Net proceeds are defined as:

Sale Proceeds received from Recycler less: 1) processing fees; 2) transportation fees; 3) governmental fees or taxes.

**If Sale Proceeds is \$0 per ton then Village responsible for any: 1) tipping fees in addition to the fee in Section 1; 2) transportation fees; 3) governmental fees or taxes

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/28/09
PRODUCER 1-262-792-1710 Arthur J. Gallagher Risk Management Services, Inc. 18000 W. Sarah Lane Brookfield, WI 53045 Jackie Hayes	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Village of Pleasant Prairie 9915 - 39th Avenue Pleasant Prairie, WI 53158	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Wausau Business Insurance Company	
	INSURER B: Wausau Underwriters Insurance Company	
	INSURER C: Employers Insurance of Wausau	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBKZ91550339139	04/01/09	04/01/10	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ASJZ91550339149	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	THCZ91550339119	04/01/09	04/01/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCKZ91550339109	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Veolia ES Solid Waste Midwest, LLC W144 S6350 College Court Muskego, WI 53150 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Danay K. Johnson</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2009

PRODUCER
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002
Attn: Specialty.CertRequest@marsh.com; 212-948-0564

010056-Veoli-Prima-09/10 KENOS Yes

INSURED
VEOLIA ES SOLID WASTE MIDWEST, LLC
5421 46TH STREET
KENOSHA, WI 53144

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B: Insurance Company Of The State Of PA	19429
INSURER C: AIG Casualty Company	19402
INSURER D: National Union Fire Ins Co Pittsburgh PA	19445
INSURER E: Commerce And Industry Ins Co	19410

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY-RR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL4572700	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA4576281 (All Other States) CA4576282 (MA) CA4576283 (VA)	07/01/2009 07/01/2009 07/01/2009	07/01/2010 07/01/2010 07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC4552998 (AOS incl WV) WC4552999 (AZ, MD & VA) WC4553000 (CA) WC4553001 (WI & STOP GAP)	07/01/2009 07/01/2009 07/01/2009 07/01/2009	07/01/2010 07/01/2010 07/01/2010 07/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	B	OTHER Workers Compensation and Employers Liability	WC1558356 (FL) WC0623124 (MA) WC4883561 (TX)	07/01/2009 07/01/2009 07/01/2009	07/01/2010 07/01/2010 07/01/2010	See Above Limits

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER HOU-001385018-02

CANCELLATION

VILLAGE OF PLEASANT PRAIRIE
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WI 53158

RECEIVED
DEC 21 2009

Village of Pleasant Prairie

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Barry N. Smith

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

HOU-001385018-02

DATE (MM/DD/YY)
12/08/2009**PRODUCER**

Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002
Attn: Specialty.CertRequest@marsh.com; 212-948-0564

010056-Veoli-Prima-09/10 KENOS Yes

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

VEOLIA ES SOLID WASTE MIDWEST, LLC
5421 46TH STREET
KENOSHA, WI 53144

INSURER F: Illinois National Insurance Company

23817

INSURER G: N/A

N/A

INSURER H: N/A

N/A

INSURER I:

TEXT**CERTIFICATE HOLDER**

VILLAGE OF PLEASANT PRAIRIE
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WI 53158

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Barry N. Smith



CERTIFICATE OF INSURANCE

Date: (MM/DD/YY)
12/11/2006

PRODUCER
Lockton Companies of Houston
5847 San Felipe, Suite 320
Houston, TX 77057
866-260-3538 (Phone)
866-492-1055 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED: Waste Management Holdings, Inc. & All Affiliated, Related & Subsidiary Companies including:
Waste Management of Wisconsin, Inc.
W124 N8925 Boundary Road
Menomonee Falls, WI 53051

Insurer A:	ACE American Insurance Company
Insurer B:	Indemnity Insurance Company of North America
Insurer C:	
Insurer D:	
Insurer E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
GENERAL LIABILITY						
A	X COMMERCIAL GENERAL LIABILITY	HDO G23718200	1/1/2007	1/1/2008	EACH OCCURRENCE	\$ 5,000,000
	X OCCURRENCE				FIRE DAMAGE (ANY ONE FIRE)	\$ 5,000,000
	X XCU INCLUDED				MED EXP (PER PERSON)	
	X ISO FORM CG 00 01 12 04				PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 6,000,000
	X PROJECT or LOCATION	PRODUCTS/COMP. OP. AGG	\$ 6,000,000			
AUTOMOBILE LIABILITY						
A	X ANY AUTO	ISA H08226994	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$ 1,000,000
	X ALL OWNED AUTOS					
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	X MCS-90					
A	EXCESS AUTO LIABILITY	XSAH0822707A	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$ 9,000,000
EXCESS LIABILITY/UMBRELLA						
A	X OCCURRENCE	XOOG23792886	1/1/2007	1/1/2008	EACH OCCURRENCE	\$ 15,000,000
	CLAIMS MADE				AGGREGATE	\$ 15,000,000
WORKERS' COMPENSATION and EMPLOYERS LIABILITY						
B		WLR C44458226 (AOS)	1/1/2007	1/1/2008	WORKERS' COMPENSATION EL EACH ACCIDENT	STATUTORY \$ 3,000,000
A		WLR C44458196 (CA)	1/1/2007	1/1/2008	EL DISEASE-EA EMPLOYEE	\$ 3,000,000
A		SCF C44458214 (WI)	1/1/2007	1/1/2008	EL DISEASE-POLICY LIMIT	\$ 3,000,000

REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:

CHECK BOX BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. Additional Insured in favor of Village of Pleasant Prairie (on all policies except Workers' Compensation/EL) where and to the extent required by written contract. The Insurance afforded to the Additional Insured as described in this Certificate of Insurance for work performed by the Named Insured is primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract.

CERTIFICATE HOLDER:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

VILLAGE ADMINISTRATOR

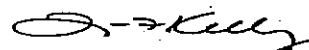
DEC 29 2006

PLEASANT PRAIRIE

CANCELLATION:

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.*EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.

AUTHORIZED REPRESENTATIVE:



AMENDMENT TO SINGLE STREAM RECYCLING AGREEMENT

This Amendment ("Amendment") to the Single Stream Recycling Agreement dated August 3, 2009 ("the Agreement"), by and between the Village of Pleasant Prairie, a municipal government of the State of Wisconsin (hereinafter "the Village") and Veolia ES Solid Waste Midwest, LLC, a Wisconsin limited liability corporation (hereinafter "Contractor") is made this _____ day of _____, 2012.

RECITALS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The Agreement shall be extended for an additional three (3) year term to August 3, 2015.
2. The disposal rates set forth shall further be increased on a pro-rata basis to reflect any increased costs actually incurred by Contractor due to any unavoidable change or interpretation in law, rule or regulation, which increases shall be evidenced by documentation provided by Contractor to the Village upon request.

Except as otherwise amended herein, all other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

**The Village of Pleasant Prairie, WI
A Wisconsin Municipality**

Veolia ES Solid Waste Midwest LLC

By _____

By  _____

Its _____

Its Muni. Market - SE Wisc



Office of the Village
 Director of Public Works
John Steinbrink, Jr.

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: Solid Waste Landfill Contract
Date: July 30, 2012

The Village is currently under contract with Veolia ES Zion Landfill, Inc. to accept solid waste material at their disposal site located in Zion, IL until August 17, 2012. The Village currently pays a tipping fee of \$42.50 per ton. Village staff will continue to collect solid waste every week in the Village issued collection carts. This proposal details where the Village brings the solid waste material to be landfilled.

Pleasant Prairie has paid the following for landfill tipping fees to Veolia at the Zion landfill:

2009	\$38.50
2010	\$41.00
2011	\$42.50
Current	\$42.50

Two proposals were received for Landfill tipping fees

	<u>Veolia</u>	<u>Waste Management</u>
2012	\$42.50	\$38.50
2013	\$43.35	\$39.42
2014	\$44.22	\$40.38

The proposals were evaluated for annual tipping fee cost and travel cost to the landfill. The Village disposes of approximately 6,200 tons of solid waste per year. The travel time to Veolia from the Prange Center is 5 minutes and the travel time to Waste Management is 25 minutes. The Public Works Department sends three trucks a day at a cost for labor and vehicle of \$100 per hour each.

	<u>Veolia</u>	<u>Waste Management</u>
Estimated tipping fee cost year 1	\$263,500	\$238,700
Estimated tipping fee cost year 2	\$268,770	\$244,404
Estimated tipping fee cost year 3	\$274,164	\$250,356
Village transportation cost year 1	\$ 13,000	\$ 65,000
Village transportation cost year 2	\$ 13,000	\$ 65,000
<u>Village transportation cost year 3</u>	<u>\$ 13,000</u>	<u>\$ 65,000</u>
Solid waste disposal cost	\$845,434	\$928,460

I recommend the contract be awarded to Veolia ES Zion Landfill, Inc. for landfilling (tipping) fees per the attached contract.

LANDFILL DISPOSAL SERVICE AGREEMENT

This Landfill Disposal Service Agreement entered into as of this 14th day of

June, 2009, by and between:

1. The Village of Pleasant Prairie

a corporation limited liability company (check one) established under the laws of the State of , with an office at

8600 Green Bay Rd, Pleasant Prairie, WI 53158.

("Customer"), and

2. Veolia ES Zion Landfill, Inc

(name of Veolia entity), a corporation limited liability company (check one) established under the laws of the State of IL, with an office at

701 Green Bay Rd., Zion, IL 0099

("Veolia"), in connection with the disposal of Waste Material (as defined

below) at Veolia's landfill located at same address

(the "Landfill"). The term "Affiliates" means any corporation, partnership or other entity that directly or indirectly controls or is controlled by, or is under common control with Veolia.

ARTICLE 1. DESIGNATED WASTES. Customer represents and warrants that the waste material to be disposed of pursuant to this Agreement is either "solid waste", as defined by applicable federal or state laws and regulations ("Solid Waste"), or special or industrial waste that Veolia has agreed to accept for disposal subject to a current Veolia-approved Profile Identification Sheet ("Special Waste" and, together with Solid Waste, hereinafter the "Waste Material"). Specifically excluded from the definition of Waste Material are any special or industrial wastes tendered without a current Veolia-approved Profile Identification Sheet and any listed or regulated hazardous waste as defined by applicable federal or state laws and regulations (together, "Excluded Waste"). During the term of this Agreement, subject to availability of airspace and any limitations imposed by applicable law, regulation, permit or otherwise, Veolia shall receive and dispose of Customer's Waste Material delivered to the Landfill.

Customer shall be responsible for any labeling, placarding, marking, manifesting or other such documentation required by applicable federal or state laws and regulations with respect to all Special Waste. In addition Customer shall provide Veolia with (a) a representative sample of any Special Waste to be disposed and (b) a detailed written physical and chemical description or analysis of such Special Waste, including a listing of unique chemical characteristics and safety procedures, if any, that are of significance in the handling of such Waste Material (the "Profile Identification Sheet"). Customer shall be under a continuing obligation to update the Profile Identification Sheet with respect to any known, suspected, or planned changes in composition of Special Waste. Customer warrants that all Special Waste identified in a Veolia-approved Profile Identification Sheet shall conform to the description set forth therein and that no Excluded Waste shall be delivered to Landfill by Customer.

ARTICLE 2. TITLE. Title to Waste Material delivered by Customer shall transfer to Veolia at the time it is fully unloaded at the working face of the Landfill and Customer's vehicle has departed the Landfill. Until such time as title has transferred to Veolia title to Waste Material shall be in, and all risks and responsibilities therefore shall be borne by, Customer. In the event Veolia, Affiliates or their contractors, provides transportation to the Landfill, title to Waste Material will transfer to Veolia when the vehicle has departed Customer's premises. At all times, title to Excluded Waste shall remain with Customer.

ARTICLE 3. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Waste Materials. Customer shall further comply with any Operating Rules governing Landfill operations.

ARTICLE 4. DISPOSAL RATES. The rates for disposal of Waste Material are set forth in Exhibit "A". Veolia, in its sole discretion, may adjust the rates from time to time based on increased costs in fuel, insurance and resulting from: (i) changes in law, ordinances, regulation, changes in governmental fees and surcharges (including interpretation or enforcement thereof); (ii) orders, judgments or directives of any court or governmental body; (iii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site; and (iv) other contingencies beyond Veolia's reasonable control. Veolia may adjust the rates upon thirty (30) days notice to Customer. Veolia may immediately assess a surcharge, in addition to applicable disposal rates, for non-hazardous contaminated soil that cannot be used for alternative daily cover because such soil contains debris or similar material.

ARTICLE 5. TERM. The term of this Agreement shall be for a period of three () year(s) from the date hereof, unless earlier terminated as provided herein. This Agreement shall automatically renew for like terms unless one party notifies the other in writing at least sixty (60) days prior to the end of the then current term.

ARTICLE 6. CHARGES AND PAYMENT. Customer shall pay Veolia within ten (10) days from the date of the invoice from Veolia. In the event payment is not timely received, a service charge of 1.5%, or the maximum percentage allowed by law per month, will be applied on past due balances until paid. Customer shall be liable for all applicable taxes, fees or other charges imposed upon the disposal of Customer's Waste Material. Customer shall pay all reasonable fees and costs (including collection agency and attorney's fees) incurred by Veolia in enforcing this Agreement. Veolia may suspend service if payment is late or for any other breach by Customer, without prejudice to any of Veolia's other rights, which suspension shall not constitute termination of this Agreement, unless Veolia so elects.

ARTICLE 7. INSPECTION AND SAFETY. Customer represents and warrants that it: a) has inspected or will inspect the Waste Material prior to transport to the Landfill; b) has obtained or will obtain information concerning the operation of the Landfill for receiving, transporting, handling and disposing of all Waste Material and other rules or conditions that may affect its activities at the Landfill; c) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its activities at the Landfill; and d) shall take all necessary safety precautions and provide all necessary protections to prevent damage, injury or loss to people and property while at the Landfill.

ARTICLE 8. OPERATING RULES. Veolia may implement and enforce reasonable rules and regulations concerning the Landfill, for the safe, legal and efficient operation of the Landfill. Customer agrees to conform to all such rules and regulations as they may be implemented and amended from time to time.

Veolia may refuse disposal of any waste which does not conform to Waste Material even if only a part of the waste load is nonconforming ("Nonconforming Waste"). Customer shall inspect all waste at the place of collection and shall remove any Nonconforming Waste before transporting it to the Landfill. Veolia may inspect all loads of Waste Material in order to confirm that it conforms to Waste Material. The parties agree however, that the failure of Veolia to perform any such inspections shall in no way relieve Customer of its obligations to deliver only Waste Material. Customer shall be responsible for, and shall bear all expenses incurred as a result of reloading, removal, decontamination, remediation, testing and returning Excluded Material or other Nonconforming Waste and any other material contaminated therewith, from any landfill utilized by Veolia, the Customer's property or Veolia's (or its contractor's) vehicles or equipment.

All Waste Material shall be weighed or its volume determined at the Landfill by Veolia and such weight or measurement shall be conclusive on the parties. All vehicles shall be weighed before entry to the Landfill and again after disposal or unloading prior to leaving the site, by Veolia's agents or employees on the scales designated by Veolia for the purpose of measuring and rating. Customer's drivers shall sign load tickets for each load delivered to the site after the load has been weighed and the ticket completed by Veolia. Upon completion, the original load ticket will be given to Customer's drivers prior to their departure from the Landfill. A duplicate original of said ticket shall be retained for billing purposes by Veolia to calculate the amount of waste disposed of by Customer at the Landfill.

In the event Customer's vehicle becomes incapacitated or unable to move while at Veolia's facility, or if Waste Material is frozen or otherwise unable to easily be removed from Customer's vehicle, Veolia may, but is not obligated to, provide assistance in moving or unloading the vehicle. Customer's driver or agent shall make any necessary connections to Customer's vehicle and Customer expressly agrees that Veolia, its employees and agents shall have no liability for any damage while providing such assistance. Veolia may charge and Customer shall pay a reasonable fee for providing such assistance.

Except in strict accordance hereto, this Agreement grants no rights to dispose of Waste Material. Veolia may immediately terminate Customer's access to the Landfill in the event of Customer's breach of this Agreement, Veolia's Operating Rules, or applicable law.

ARTICLE 9. PERFORMANCE AND PAYMENT BOND.

If checked, prior to commencing disposal, Customer shall furnish and keep in effect, at Customer's sole expense, a performance and payment bond, underwritten by a corporate surety satisfactory to Veolia, in the amount of 100% of the anticipated annual fees to Veolia as security for the faithful performance of this Agreement and for the payment of all persons, firms or corporations to whom Customer may become legally indebted for labor, materials, tools, equipment or services of any nature employed or used by Customer (the "Bond"). The Bond shall contain all applicable statutory language and shall meet all applicable statutory requirements to protect Veolia's property from any lien, claim or suit resulting from Customer's failure to make payments required of Customer to third parties. The Bond shall remain in effect until one year after receipt of final payment.

ARTICLE 10. INDEMNITY AND INSURANCE. Veolia shall defend, hold harmless and indemnify Customer, its officers, members, directors, agents and employees, from and against any liabilities, costs, expenses (including reasonable attorney's fees and expenses of investigation), claims and damages which Customer may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both, to the extent caused by Veolia's negligence or willful misconduct.

Customer shall defend, hold harmless and indemnify Veolia, its Affiliates, and their respective officers, members, directors, agents and employees, from and against all liabilities, costs, expenses (including reasonable attorney's fees and expenses of investigation), claims and damages which Veolia may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both, of Customer, Veolia or any thirty party, in any manner caused by or resulting from Customer's breach of this Agreement or Customer's negligence or willful misconduct.

During the term of this Agreement, Customer and any of its subcontractors, shall maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage, including contractual liability coverage for the above hold harmless provisions, and other additional insurance as may be required by Veolia. All such policies shall be endorsed to name Veolia, and its Affiliates, as additional insureds and such insurance shall be by insurers acceptable to Veolia. Prior to commencing disposal hereunder and on an annual renewal basis Customer shall furnish Veolia with certificates of insurance evidencing that such insurance has been procured and is in force. The certificate of insurance shall show the levels and types of insurance required herein, including any and all limitations, exclusions and restrictions and further provide that in the event of cancellation or material change Veolia shall be given thirty (30) days prior written notice.

Customer shall carry the following types of insurance in at least the following limits (which may be a combination of primary and excess coverage):

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 each Occurrence
General Liability:	\$2,000,000 each Occurrence (including Bodily Injury, Property Damage and Contractual Liability)
Automobile Liability:	\$2,000,000 each Occurrence (including Bodily Injury and Property Damage)
Environmental Liability:	\$2,000,000 each Occurrence

ARTICLE 11. DISPUTE RESOLUTION. The parties agree to participate in good faith to resolve any dispute, claim or controversy ("Disputes") arising out of or relating to this Agreement. If the Dispute is not resolved by negotiation within a reasonably short time period, the matter will be submitted to the American Arbitration Association ("AAA"), or its successor, for mediation. The parties agree to participate in mediation in good faith, and shall share equally in its costs. If the Dispute is not resolved through mediation, the parties agree that it shall be submitted to AAA, or its successor, for final and binding arbitration. The arbitration shall be administered by AAA pursuant to its Comprehensive Arbitration Rules and Procedures and shall apply the Rules of Commercial Arbitration. The party that does not prevail shall pay all costs of arbitration.

ARTICLE 12. EXCLUSIVITY. Customer agrees that during the term of this Agreement Veolia shall have the exclusive right to dispose of Waste Material generated, collected or transported by Customer.

ARTICLE 13. CONFIDENTIALITY AND NONDISCLOSURE. Customer shall treat as confidential and not disclose to others, except as necessary to perform this Agreement, any information (including technical information, experience or data) regarding pricing, Veolia's programs, processes, product, costs, equipment, operations, or other customers which may come within Customer's or its employee's knowledge in the performance of this Agreement (which is not generally known to the public),

WHEREAS, the parties hereto have executed this Agreement as of the date first set forth above.

without in each instance securing the prior written consent of Veolia. Veolia shall be entitled to injunctive relief and damages for any such breach.

ARTICLE 14. TERMINATION. Either party may immediately terminate this Agreement upon written notice for material breach by the other party, provided the notifying party has first provided the other party written notice reasonably specifying the default and at least fifteen (15) days to cure such default and further provided that failure to pay fees when due shall not be subject to cure rights. The terms of this Agreement with respect to Customer's warranties and representations, Designated Wastes, Indemnity and Insurance and Confidentiality and Non-Disclosure shall survive any termination hereof.

ARTICLE 15. FORCE MAJEURE. Except for the payment of services rendered, to the extent that either party is precluded from performing its obligations hereunder as the result of Acts of God, authority of laws, strikes, lockouts, labor disputes, riots, revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the landfill utilized by Veolia for disposal of Waste Material hereunder, or other causes beyond its reasonable control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such causes.

ARTICLE 16. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Landfill is located. This Agreement may not be modified unless in writing, and signed by all parties hereto. Any invalid provision of this Agreement shall be deemed stricken and shall not invalidate or render unenforceable this Agreement or any other provision; as such the parties hereby authorize a court of competent jurisdiction to "blue pencil" any legally nonconforming provision to render it legally conforming under relevant law for the remainder of the term hereof. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Agreement and delivery thereof by facsimile shall be sufficient for all purposes and shall be binding upon any party who so executes. This Agreement may be assigned by Customer with the prior written consent of Veolia, which consent shall not be unreasonably withheld. Veolia may assign this Agreement without the consent of Customer. Consent shall not be required in the event of an assignment by operation of law. Failure to exercise any rights and/or remedies hereunder upon the non-performance and/or the defective performance of any term, condition, covenant, or agreement herein contained shall not be construed as a waiver of said rights and/or remedies. Nor shall any prior waiver or acceptance be construed as a future waiver of any future right and/or remedy. Each party hereby waives its right to a trial by jury with respect to any litigation resulting from a breach or enforcement hereof. There are no third party beneficiaries of this Agreement. The parties shall not be liable for any indirect, incidental, special, punitive or consequential damages. Veolia's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Veolia by Customer, regardless of whether recovery is sought in contract, common law, tort, statute or otherwise. This Agreement together with the documents referred to herein, sets forth the entire agreement of the parties. As to conflicts between the terms hereof which are printed and those which are typed or written, the typed or written language shall govern. As to conflicts between this Agreement and the preprinted terms of Customer's agreement, if any, to which this Agreement may be attached or incorporated, the terms of this Agreement shall control.

("Customer")

By: _____

Name: _____

Title: _____

Veolia ES Zion Landfill, Inc _____ ("Veolia")

By: James A. Lewis

Name: James A. Lewis

Title: General Manager

Exhibit A

Disposal Rates:

8/1/2012 through 7/31/2013 \$42.50/ton
8/1/2013 through 7/31/2014 \$43.35/ton
8/1/2014 through 7/31/2015 \$44.22/ton

These rates include all current fees and taxes. The current State fee is \$2.22/ton. The current County fee is \$1.27. These fees are determined by the State of Illinois. Changes to these fees will be passed on to Customer.



Office of the Village
Director of Public Works
John Steinbrink, Jr.

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: Well Permit Program
Date: July 31, 2012

The Public Works Department is requesting a revision to Ordinance §355.16 to follow Wisconsin Administrative Code Chapter NR 810.16 requiring only one safe water sample as part of the well permitting program as required by DNR. Currently the Village requires two safe samples two weeks apart to be eligible for a well permit.

Wells are allowed by permit to residents having both a well and municipal water connection. The well may have one outside faucet and must not be cross connected with the municipal water system.

Staff is also requesting to add the cost of a well permit at \$25.00 which would be valid for 5 years. In the case of a shared well, only the parcel containing the physical well will be required to have a well permit. Any residences connected to a shared well will need to pass all required inspections and one safe water sample.

* * * * *

ORDINANCE NO. 12-22

**ORDINANCE TO AMEND CHAPTER 355
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO PRIVATE WELLS**

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 355 of the Municipal Code be amended as follows:

§ 355-16 Private Well Regulation Program.

- A. Purpose. To prevent unused, unsafe and noncomplying wells from acting as vertical conduits for aquifer contamination or as sources of unsafe water that could enter the public water system through cross-connections.
- B. Required Well Abandonment
 - (1) Wells that do not have a valid operational permit issued, wells which are not routinely used, wells which are in noncompliance with § NR 812 or wells which test bacteriologically unsafe, shall be property sealed and abandoned in accordance with § NR 812 by an established date not to exceed one year from date of connection to the public water system or date of discovery or construction.
 - (2) A well abandonment certification shall be submitted by the well owner to the Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well.
 - (3) Only those wells for which a well operation permit has been granted by the Village of Pleasant Prairie may be exempted from this requirement subject to the conditions of maintenance and operation as set forth in this chapter.
- C. Well operation permits. A permit may be granted to a well owner to operate a well to service outdoor hose bibs only for a period not to exceed five years if the following requirements are met:
 - (1) The well and pump installation meet the requirements of § NR, 812 Wis. Adm. Code, and the well constructor's report is on file with the Department of Natural Resources, or certification of the acceptability of the well has been granted by the Private Water Supply Section of the Department of Natural Resources.

- (2) In accordance with § NR 810.16 Wis. Adm. Code, a minimum of one safe sample shall be taken prior to issuing or reissuing the permit to establish that the water is bacteriologically safe.
- (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
- (4) No physical connection shall exist between the piping of the public water system and the private well in accordance with § NR 810.15 Wis. Adm. Code.

D. Cost of Well Operation Permit. The cost to obtain a well operation permit is \$25, which permit is valid for five years. In the case of a shared well, only the parcel containing the physical well will be required obtain a permit. Any dwelling connected to a shared well must pass all required inspections and produce one safe water sample as required by the permit holder.

Passed and adopted this 6th day of August, 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Clerk

Posted: _____

*Village of Pleasant Prairie, WI
Thursday, August 2, 2012*

§ 355-16. Private well abandonment.

- A. Purpose. To prevent unused and/or improperly constructed wells from serving as a passage for contaminated surface or near surface waters or other materials to reach the usable groundwater. These wells shall be properly filled and sealed.
- B. Coverage. All private wells located on any premises which is served by the public water system of the Village shall be properly filled by June 1, 1985. Only those wells for which a well operation permit has been granted by the Village Clerk may be exempted from this requirement, subject to conditions of maintenance and operation.
- C. Well operation permits. A permit may be granted to a well owner to operate a well for a period not to exceed five years if the following requirements are met:

[Amended 1-6-2003 by Ord. No. 03-03]

- (1) The well and pump installation meet the requirements of § NR 811.10, Wis. Adm. Code, and the well constructor's report is on file with the Department of Natural Resources, or certification of the acceptability of the well has been granted by the Private Water Supply Section of the Department of Natural Resources.
- (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced by two samplings two weeks apart.
- (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
- (4) No physical connection shall exist between the piping of the public water system and the private well in accordance with § NR 812.26, Wis. Adm. Code.

[Amended 6-5-2006 by Ord. No. 06-26]

- D. Methods. Wells to be abandoned shall be filled according to the procedures outlined in Ch. NR 112, Wis. Adm. Code. The pump and piping shall be removed and the well checked for obstructions prior to plugging. Any obstruction or liner shall be removed.
- E. Reports and inspection. A well abandonment report shall be submitted by the well owner to the Department of Natural Resources on forms provided by that agency (available at the office of the Village Clerk). The report shall be submitted immediately upon completion of the filling of the well. The filling shall be observed by a representative of this municipality.

ORDINANCE NO. 12-23

**ORDINANCE TO AMEND CHAPTER 285
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO SANITARY SEWER DEFINITIONS**

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 285 of the Municipal Code be amended as follows:

§ 285-15. Definitions

CATEGORY B

Those sanitary sewer users who discharge wastewater with BOD concentration in excess of 180 mg/l of BOD, 200 mg/l of suspended solids, six mg/l of phosphorus, or 100 mg/l of oil and grease. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in Category B **and subject to a sanitary sewer surcharge unless and until the concentrations are below the thresholds listed for 24 consecutive months.**

COMMERCIAL

Those users that operate an enterprise that sells, rents or provides services to customers or tenants whether it operates as a for profit or no-profit enterprise.

NONRESIDENTIAL

Customers category which includes all sewer users other than residential users. Nonresidential customers include but are not limited to public buildings, commercial establishments, industrial establishments, recreation halls, municipal buildings, clubhouses, mobile home parks, apartment complexes and funeral homes.

Nonresidential customers are subject to random sanitary sewer surcharge testing. Any domestic wastewater tested and results found over the listed thresholds will place the customer as a category B user.

PRIVATE SEWER

Any privately owned sewer, storm drain, sanitary sewer, or combined sewer with discharges into a publicly sewer. Private sewers are required to discharge normal domestic strength wastewater. Any private sewer that discharges wastewater above the listed thresholds will be listed as a category B user.

PUBLIC AUTHORITY

Any government chartered by the statutes of the State of Wisconsin as a corporation that has the ability to levy taxes or user charges that is governed by an elected body.

SANITARY SEWER SURCHARGE

A charge levied on users of the wastewater and treatment facilities to category B users.

§ 285-18. Control of industrial **and nonresidential** wastes directed to public Sewers

C. Control manholes. Each person discharging industrial or **commercial nonresidential** wastes into a public sewer shall, at the discretion of the approving authority, construct and maintain one or more control manholes or access points to facilitate observation, measurement, and sampling of wastes, including sanitary sewage.

F. Waste sampling. Industrial **and nonresidential** wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determination shall be made for the industry **and nonresidential user** as often as may be deemed necessary by the approving authority.

- (3) The approving authority shall determine whether sampling by district employees and/or contractor's findings shall be used when presented with contrary sampling information. An industry **or nonresidential user** may split samples with the Districts upon request by the industry **or nonresidential user.**

§ 285-19 Basis for sewer service charge.

F. Deduct meters.

- (1) If an industrial **or nonresidential user** feels that a significant amount of metered water does not reach the sanitary sewer, he can, at his own expense, with approval of the approving authority, install such additional meters or metered services as are necessary to calculate the volume of water not discharged to the sanitary sewer. Metered water not discharged to the sanitary sewer shall not be subject to sewer service charges.

Passed and adopted this 6th day of August, 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Clerk

Posted: _____



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, P.E., Village Engineer

DATE: August 3, 2012

SUBJ: Professional Environmental Services Agreement
TBD
BP Illicit Discharge and Contamination

The Pleasant Prairie Engineering Department requested proposals from two professional environmental engineering firms to assist the Village in its efforts to address the ongoing release of petroleum product in stormwater ditch. The ditch is located adjacent to the BP Gasoline Station located at 10477 120th Avenue in Pleasant Prairie.

The requested services include the review and evaluation of existing available environmental information, conduct a limited subsurface assessment/investigation with a goal of identifying the source of the release and delineating the extent of the release and identify remedial options to be undertaken. A summary report will be prepared. In addition, the scope includes the possibility of expert witness testimony should that be required.

Proposals were received from Drake Consulting Group, LLC out of Mequon, Wisconsin and Symbiont out of West Allis, Wisconsin.

Both proposals were very thorough in addressing the listed scope issues. Drake Consulting Group has worked in the Village before having performed environmental work for the strip mall off of 91st St and Springbrook Rd. in Pleasant Prairie. The Drake proposal more closely matched the stated goals.

The attached proposal from Drake Consulting Group LLC details the scope of services for this work. The total fee for these services will be \$20,800. This fee is an upper end estimate and the scope activities will be modified as required to address react to the actions of the Owner and the Owner's environmental engineer.

I recommend that the agreement from Drake Consulting Group LLC be approved.



DRAKE Consulting Group, LLC

August 3, 2012

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

RE: Proposed Scope of Work and Cost Estimate for a Technical Project File Review, Limited Phase II Environmental Site Assessment and Summary Report Describing Potentially Applicable Remedial Options Relating to a Petroleum Release(s) Within a Ditch Near the 10477 120th Avenue Address in the Village of Pleasant Prairie, Wisconsin. — Drake Proposal No. J12005.

Dear Mr. Spence:

As requested, Drake Consulting Group, LLC (Drake) has prepared this proposal to conduct certain requested environmental consulting services in connection with an apparent petroleum release(s) within a ditch near the 10477 120th Avenue property. This proposal presents a proposed scope of work and cost estimate for the various tasks described below.

Project Background

It is Drake's understanding that the Village of Pleasant Prairie is interested in further identifying, preliminarily delineating and evaluating a petroleum-related release(s) in the vicinity of the ditch near the 10477 120th Avenue property (the 10477 120th Avenue property is currently in use as a gasoline station). It is understood that the Pleasant Prairie Fire & Rescue Department reported the presence of free product (light non-aqueous phase liquid or LNAPL) in the drainage ditch north of the gasoline station during a response to a petroleum odor complaint on April 25, 2010. It is Drake's understanding that the discharge of LNAPL product to the ditch is continuing. As such, it is our understanding that the Village of Pleasant Prairie desires to retain an environmental consultant in order to assist the Village Engineering Department staff in reviewing and evaluating available environmental information regarding this release and adjoining sites, conduct a limited subsurface assessment/investigation with a goal of identifying (if possible) the source of the release and preliminarily delineating the extent of the release, and to prepare a Summary Report describing potentially applicable

remedial options and/or corrective measures which may be undertaken to address the release and the impact the release may have had/is having on the environment.

Scope of Work/Cost Estimates

Task 1: Site Reconnaissance & WDNR/Village File Review

Task 1 will involve the review of available WDNR and Village file information in an effort to identify potential sources of petroleum release(s) in the vicinity of the ditch. Drake will contact the WDNR project manager to discuss the current status of environmental investigation/remediation efforts associated with adjoining parcels and discuss the planned subsurface assessment activities. A summary report of findings will then be prepared based on Drake's review of the WDNR and Village file information.

The estimated cost to complete Task 1 is \$5,000

Task 2: Limited Phase II Environmental Site Assessment

Task 2 will involve the installation of approximately eight (8) direct-push soil borings to depths of approximately 15 feet below ground surface (bgs) with completion of the eight borings as temporary monitoring wells. Following the completion of soil sampling, approximately eight "grab" samples of groundwater will be collected and preserved for laboratory analysis if groundwater is present within 15 feet of ground surface at the completion of the soil sampling activities. The groundwater samples collected will be analyzed by the laboratory for VOCs.

Drake anticipates submitting approximately sixteen (16) soil samples for laboratory analysis of VOCs; approximately eight (8) soil samples for laboratory analysis of PAHs and approximately eight (8) groundwater samples for laboratory analysis of VOCs (in the event that PAH soil concentrations are significantly elevated, groundwater samples could be obtained at a later time from the temporary wells for analysis of PAHs and therefore the costs for PAH analysis of water samples have not been included within this proposal as a potential cost-savings measure). Prior to sampling the temporary wells, an interface probe will be used to check for the potential presence of free product and the groundwater elevation at each temporary well location will be obtained prior to development.

Following the completion of the field activities and the receipt of the laboratory analytical results, Drake will compile the information and prepare a Limited Phase II Environmental Site Assessment Report. The report will include laboratory analytical

reports, soil boring logs, field data, groundwater elevation data, tabulated soil & groundwater analytical data and diagrams depicting the site layout, boring locations and potentiometric surface map(s)/groundwater flow diagrams based on the information derived during the assessment. The Phase II services have been designed to evaluate the presence or absence of petroleum contamination in the soil and groundwater of the subject property.

Drake proposes to provide the following services to complete the Phase II:

- Coordinate the activities to be provided by the soil boring contractor and a DNR-certified analytical laboratory.
- Coordinate the project with the selected contractor and laboratory.
- Document the advancement of approximately eight soil borings.
- Collect continuous soil core samples from each soil boring.
- Visually examine each soil core, and field screen a portion of each two-foot segment of soil core with a photoionization detector (PID) to evaluate preliminary indications of contamination.
- Continuous soil samples will be collected from each of the eight boring locations for field evaluation, and approximately two representative soil samples from each boring will be preserved for laboratory analysis.
- Collect eight “grab” groundwater samples from the temporary well locations.
- Preserve and submit selected soil and groundwater samples to the laboratory for analysis to evaluate the presence or absence of contamination.
- Compile and evaluate the field and laboratory results.
- Prepare a written report presenting the results of the Limited Phase II ESA, along with Drake’s conclusions and recommendations based on the results.

The estimated costs to complete Task 2 are as follows:

Soil Boring Contractor Services	\$ 3,300
Certified Analytical Laboratory Services	2,500
Drake’s Project Coordination, Fieldwork, and Data Analysis	3,000
Drake’s Project Management and Documentation	<u>3,500</u>
Task 2 Estimated Cost:	\$12,300

Task 3: Summary Report

Following the completion of the Limited Phase II Environmental Site Assessment Report, Drake staff will meet with the Village’s engineer to develop an outline for a Summary Report which will describe potentially applicable remedial options or corrective actions which may be undertaken to address the release and the impact the release may have had/is having on the environment. The Summary Report will include a summary of the findings from Tasks 1 & 2 and will provide recommendations to the Village as regards future actions they may consider taking.

The estimated cost to complete Task 3 is \$3,500.

Summary of Costs

As indicated above, the estimated costs for the proposed scope of work contained within this proposal are as follows:

Task 1 – Site Reconnaissance/File Review	\$ 5,000
Task 2 – Limited Phase II Environmental Site Assessment	\$12,300
Taks 3 – Summary Report	<u>\$ 3,500</u>
Estimated Total:	\$20,800

The above project costs are based on the scope of work described in this proposal, and do not include costs associated with additional soil and/or groundwater assessment, investigation, monitoring, site closure, disposal of investigative waste or well abandonment. Drake assumes that access will be provided to the proposed probe locations. Due to site conditions, the actual project costs may vary from the estimate, which is provided to allow for a general expectation of the project cost. If additional services are requested or considered warranted by the Village, Drake will obtain authorization for the additional scope of work and costs prior to proceeding.

Estimated Timeframe

The Task 1 - Site Reconnaissance Activities and WDNR/Village File Review Activities can be initiated following the Village’s acceptance of this proposal.

As regards Task 2 – Conduct of a Limited Phase II Environmental Site Assessment, approximately one week is typically required to clear utilities, select a drilling contractor and analytical laboratory, and schedule the fieldwork. Following sample collection and submittal, laboratory testing of soil and groundwater samples typically requires approximately two weeks to be completed. (Note: Expedited laboratory testing can be provided at an additional cost – please contact Drake for current rates for rush sample analysis). Preliminary findings can be discussed immediately after receipt of the laboratory analysis report, but approximately one to two weeks is typically required to evaluate the results and prepare a written report documenting the Limited Phase II activities.

Task 3 – Summary Report preparation activities can be commenced following the completion of the Limited Phase II Environmental Site Assessment and/or concurrently with the preparation of the Task 2 report if requested by the Village Engineering Staff.

The proposed environmental services will be invoiced in accordance with our estimated project costs outlined above, unless site conditions vary from those which are anticipated. Drake's labor charges for the scope of services outlined above will be based on a \$90/hour billing. The proposed scope of work will be conducted under the Contract Terms and Conditions provided in Drake's proposal number J12005. To indicate acceptance of the scope of work and associated costs, please sign below and return a copy of this proposal to Drake. If Drake is given verbal authorization to proceed without first receiving a signed copy, it is to be mutually understood that both parties will be contractually bound by this proposal.

The attached Contract Terms and Conditions are expressly incorporated into, and an integral part of this contract for professional services. If the terms in the foregoing proposal are inconsistent in any way with the pre-printed contract Terms and Conditions, the language in this Proposal shall predominate and be controlling.

We appreciate the opportunity to propose environmental consulting services for this project. Please call us at (262) 241-0005 if you have any questions or if you need additional information.

Respectfully,
DRAKE Consulting Group, LLC

A handwritten signature in black ink, appearing to read 'D.J. Burns', is written over a faint rectangular box.

D.J. Burns - Project Director

DRAKE Consulting Group, LLC

CONTRACT TERMS AND CONDITIONS

The Terms and Conditions contained in this contract for Services shall inure to the benefit of and be binding upon Drake Consulting Group, LLC hereinafter called Drake, and the Client, whether individual or corporate whose name and status appear at the end of this contract as part of the signature portion hereof. Said party shall hereinafter be referred to as Client.

I. STANDARD OF CARE

A. Drake represents that it will conduct its services with that degree of care and skill ordinarily exercised by members of the environmental consulting community practicing under similar conditions at the same time in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, EITHER AT COMMON LAW OR BY STATUTE, IS INCLUDED IN THIS AGREEMENT OR IN ANY ORAL OR WRITTEN REPORT, OPINION DOCUMENT OR OTHERWISE, AND CLIENT ACCEPTS SAID LIMITED WARRANTY.

II. INFORMATION PROVIDED FOR CLIENT'S EXCLUSIVE USE

A. Any information provided by Drake to the Client pursuant to the services rendered under this Agreement, whether it be in oral or written form, is intended for Client's sole use and Drake is not responsible for interpretation or use of the information by others. Reuse, change, or alteration of any oral or written information by Client or others acting through or on behalf of Client will be at Client's sole risk. Client agrees to indemnify Drake, its agents, and employees from all claims and liabilities (including reasonable attorneys fees) arising out of or related to such unauthorized reuse, change or alteration.

III. CONFIDENTIALITY

A. Drake agrees to maintain confidentiality regarding any information obtained as a result of services performed by Drake under this Agreement. Client understands, however, that circumstances may arise in which Drake and/or Client is required by law to report the existence of certain hazardous substances or conditions to a local, state, or federal government agency. Drake will take reasonable effort to notify Client as soon after discovery as is practicable of any hazardous substances or conditions that require reporting, however, Drake does not by this Agreement assume the Client's legal responsibility to notify appropriate agencies as required by law. Drake's obligation to maintain confidentiality shall not apply to disclosures compelled by law or an order or subpoena of a court of competent jurisdiction.

IV. OWNERSHIP OF DOCUMENTS

A. Drake shall furnish two (2) copies of each report to Client. Additional copies will be furnished at the rates specified in the fee schedule. With the exception of Drake's reports to Client, all documents, including but not limited to boring logs, field data and notes, laboratory test data, calculations, and estimates remain the property of Drake.

V. DISCLOSURES OF CLIENT

A. The Client shall notify Drake of all hazardous substances, or conditions of which it has any knowledge or which it reasonably suspects exist at the project site upon entering this Agreement. Thereafter, Client shall notify Drake immediately upon discovery of any other hazardous substances and/or conditions, or upon discovery of increased concentrations of previously disclosed substances. Hazardous substances and/or conditions shall include but not be limited to any substance(s) or conditions which pose or may pose a hazard to human health or the environment whether contained in a product, material, by-product, waste or sample, and whether it exists in solid, liquid, semi-solid, or gaseous form.

B. Following disclosure as set forth in paragraph A above, or if any hazardous substances and/or conditions are discovered or reasonably suspected by Drake, Drake has the right to suspend its services in whole or in part. If the Agreement is terminated pursuant to this section, Client shall pay Drake for all services conducted and expenses incurred up to and including the date of termination.

VI. CHANGED CONDITIONS

A. Client and Drake agree that the discovery of unanticipated hazardous substances or conditions constitutes a changed condition which may require a renegotiation of the scope of work or termination of services. Client shall rely on Drake's judgment as to the continued adequacy of this Agreement in light of discoveries that were not anticipated or known. If Drake determines that renegotiation is necessary, Drake and Client shall in good faith enter into renegotiation of this Agreement to permit Drake to continue to meet Client's needs. If renegotiated terms cannot be agreed to, Client agrees that Drake has the right to terminate this Agreement. If the Agreement is terminated Client shall pay Drake for all services conducted and expenses incurred up to and including the date of termination.

VII. CLIENT-PROVIDED INFORMATION

A. Drake is entitled to rely on all information furnished by Client. If the scope of services includes soil borings, construction of groundwater wells, excavation of soils or test pits, Client is responsible for providing Drake with a diagram(s) indicating the location and boundaries of the site and the locations of any underground utilities or structures (pipes, tanks, cables, sewers, other utilities, etc.) and approve each boring/test pit location.

B. Client agrees to indemnify, defend and hold Drake, its officers, agents, employees, contractors, subcontractors, and consultants harmless from all claims or liabilities (including reasonable attorneys fees) arising out of or related to any errors or omissions in any oral or written information provided by the Client.

VIII. ACCESS

A. If services to be provided under this Agreement require the agents, employees, contractors, subcontractors, or consultants of Drake to enter the project site, Client shall arrange for access to the site to conduct the planned field observations or services.

IX. UNAVOIDABLE CONTAMINATION

A. Clients understands that surface and subsurface sampling can result in unavoidable contamination, such as when a boring device moves through contaminated soils containing hazardous

substances then enters a previously uncontaminated aquifer that is capable of dispersing the hazardous substances. Client also understands that when it is known, assumed or suspected that hazardous substances exist on or beneath the surface of the project site, certain waste materials, such as drill cuttings and fluids, would be handled as if contaminated. Accordingly, Drake will appropriately contain and label such materials, inform Client that containerization and labeling has been performed, and will leave the containers on-site for proper, lawful removal, transport and disposal by Client.

B. Client waives any claim against Drake, and agrees to indemnify, defend and hold Drake, its officers, agents, employees, contractors, subcontractors, and consultants harmless from any claim, or liability (including reasonable attorneys fees) which may arise as a result of contamination due to sampling or assumedly contaminated materials being left on-site by Drake, except those claims or liabilities which arise due to the sole negligence of Drake.

X. SAMPLES

A. All samples of soil, rock, water, and other samples will be discarded 60 days after submission of the report unless the Client advises Drake in writing to the contrary. Upon request, samples will be delivered to the Client pursuant to Client's direction. Client will be charged for collection, shipment, delivery, delivery storage, and handling costs.

XI. SITE RESTORATION

A. Drake shall take reasonable precautions to minimize damage to the site due to its operations, but has not included in its fee the cost of restoration for any damage resulting from its operations. At Client's request and cost, Drake will restore the site to the conditions existing prior to Drake's operations.

XII. INSURANCE COVERAGE

A. Drake represents that it maintains Worker's Compensation Insurance, professional liability insurance, commercial general liability, and contractor's pollution legal liability insurance which Drake deems reasonable and adequate. Insurance certificates will be provided upon Client's request to evidence such coverage. In the event Client requires specific inclusions of coverage in addition to that obtained by Drake, or increased limits of liability in Drake's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Drake shall not be responsible for claims, damages, losses, and expenses arising out of or resulting from acts and/or omissions of the Client.

XIII. ESTIMATE OF COSTS/BILLINGS AND PAYMENTS

A. Client understands that the estimates of project costs provided in all proposals, are for informational purposes, and are made by Drake on the basis of its experience and judgment. Client also understands that Drake has no control over the cost of labor, materials, equipment, or services furnished by others, and that estimates of project costs are not a representation or warranty of the actual costs which will be incurred in the completion of Drake's services. If the project proposal includes a lump sum fee, project costs will not exceed the lump sum amount unless a change in the scope of work is necessary. The fees listed on Drake's Fee Schedule may be subject to annual increases, on January 1 of each new year.

B. Drake shall submit monthly invoices for services provided and expenses incurred and not previously billed or included in any preceding invoice. Payment is due upon receipt of invoice. In the event Drake subcontracts services, invoices for subcontractor service and material costs (including but not limited to drilling, excavating and laboratory analysis) will be submitted to client, and are due upon receipt. In the event Drake does not subcontract services (including but not limited to drilling, excavating or laboratory analytical services), and these services are independently contracted by Client, Client authorizes Drake to receive copies of invoices for these services in order for Drake to review the invoices for completeness and accuracy. It is the responsibility of Client to provide Drake with copies of the invoices or to make arrangements with the independently contracted service provider to forward copies of the invoices to Drake for review. Any payment not received within 30 days of the date of the invoice shall be considered delinquent and the amounts due Drake thereafter shall include a finance charge of one and one-half percent (1 1/2%) per month for each month from the date of the invoice. In the event any payment due Drake is delinquent, Drake has the right to suspend all services until all delinquencies have been remedied.

C. If the Client has any objections to the invoice, Client shall provide Drake with a clear written statement within 15 days of the receipt of the invoice setting forth the objections. Failure to provide such written objection constitutes acceptance of the invoice.

XIV. LIMITATION OF LIABILITY

A. Client agrees that Drake's total aggregate liability to Client is limited to \$50,000 or the total amount of Drake's fee, whichever is greater, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this agreement from any cause or causes not covered by the policies of insurance listed in Section XII of this Contract. For those injuries, damages, claims, losses, expenses, or claim expenses covered by the policies of insurance listed in Section XII, Client agrees that Drake's total aggregate liability to Client is limited to the limits of coverage of each policy. In no event shall Drake be liable for any special, incidental, or consequential loss or damages.

B. Client further agrees to notify any contractor, subcontractor or consultant who conducts work in connection with any design, report or study prepared by Drake of the limitation as set forth in paragraph A above, and require as a condition precedent to the performance of their work a like limitation of liability on their part as against Drake.

C. Drake makes no representations or warranties regarding the certification status of any subcontracted or independently contracted laboratory. In the event a laboratory's certification is suspended or revoked, Drake shall not be liable for the costs of additional sampling or analysis that are associated with the laboratory's loss of certification.

XV. INDEMNIFICATION

A. Drake shall defend, hold harmless, and indemnify Client against any claim, liability, losses, demands, damages, fines, penalties, costs, and expenses (including reasonable attorneys fees) to the extent such matter arises from the negligence or willful misconduct of Drake.

B. Client shall defend, hold harmless, and indemnify Drake against any claim, liability, losses, demands, damages, fines, penalties, costs, and expenses (including reasonable attorneys fees) to the extent such matter arises from the negligence or willful misconduct of Client.

C. In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both Drake and Client, the parties agree that any and all liabilities, losses, claims, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault.

XVI. MEDIATION-ARBITRATION OF DISPUTES

A. All claims, disputes, or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement or any breach thereof, including, but not limited to, disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, or the arbitrability of such disputes, shall be decided by a final and binding arbitration decision by an arbitrator in accordance with the procedures set forth in the remaining paragraphs of this section. This arbitration procedure shall apply to all disputes including those arising out of death and/or bodily injury.

B. The authority of the arbitrator shall extend to disputes arising on or after the date of Drake's contract. Any party shall request, in writing, arbitration of any dispute within twenty (20) calendar days of the date that it knew or should reasonably have known of the dispute. In no event shall the demand for arbitration be made more than three (3) years from the date of substantial completion of Drake's participation in the project.

C. The Client and Drake shall select by mutual agreement a neutral arbitrator within seven (7) calendar days of the date of receipt by the other party of the written request for arbitration. In the event of failure to reach such agreement, or in any instance when the selected arbitrator is unable or unwilling to serve and a replacement cannot be agreed upon by the Client and Drake, such successor arbitrator shall be chosen as specified in the Arbitration Rules of the American Arbitration Association.

D. The obligation to mediate/arbitrate disputes shall not apply to any dispute as to payment or non-payment of a bill, invoice or account, it being expressly agreed that all such collection-related litigation is not subject to arbitration or mediation.

E. The parties mutually agree that the Arbitration Rules of the American Arbitration Association, shall be applicable to any arbitration required by this agreement.

XVII. RECOVERY OF DISPUTE RESOLUTION COSTS

A. In the event that legal action, other than collection related litigation is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in his/her employ in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories, and so on. The value of time spent and the expenses incurred

shall, on Drake's part, be computed based upon Drake's prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs.

XVIII. TERMINATION - CURING A BREACH

A. In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue a termination notice to the other, identifying the facts as perceived, and both parties shall bargain in good faith to cure the material breach as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to him/her by virtue of this Agreement, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision.

B. This Agreement may, however, be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party and provided the terminating party has complied fully with sub-paragraph A above. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are Drake's rights to terminate this Agreement as set forth in this Agreement or to terminate this Agreement immediately if conditions making it more difficult than anticipated to secure samples at the specified locations, and/or if conditions are encountered which were not made known prior to Drake's arrival at the project site.

C. Drake may terminate this Agreement if the Client suspends Drake's services for more than sixty (60) consecutive days through no fault of Drake. In addition, Drake reserves the right to terminate this Agreement and/or withhold the production of documents (including but not limited to letters, memorandum and reports) to Client if payment of any Drake invoice is not received within 60 days of the date of the invoice.

D. If this Agreement is terminated, Drake shall be paid for services completed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

XIX. THIRD-PARTY BENEFICIARIES

A. The services performed by Drake are for the benefit of Client and no other party. There are no third-party beneficiaries to this Agreement.

XX. ASSIGNMENT

A. Neither Client nor Drake may assign, delegate or transfer any of their duties, responsibilities or interests in this Agreement without the prior written consent of the other party.

XXI. SEVERABILITY

A. In the event that any provision contained in this Agreement is deemed invalid, void or unenforceable, the other provisions shall remain binding upon the parties and in full force and effect.

XXII. ATTORNEYS FEES AND EXPENSES

A. In the event Client's bill is referred to an attorney or agent for collection, Client agrees to pay reasonable attorney's or agent's fees that Drake incurs as a result of such collection.

XXIII. CHOICE OF LAW

A. This Agreement shall be governed by the laws of the State of Wisconsin.

XXIV. VENUE

A. In the event any legal action or proceeding is brought based upon the terms of this agreement, venue of the action or proceeding shall be in the County of Milwaukee, State of Wisconsin.

XXV. ENTIRE AGREEMENT

A. This Agreement constitutes the entire Agreement between Client and Drake and supersedes all prior or contemporaneous oral or written representations or Agreements. This Agreement shall not be modified except by written document signed by both parties.

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

The parties hereby enter and agree to the terms of said contract and become bound to same this day of August____,2012.

DRAKE Consulting Group, LLC

By: 

D.J. Burns
Project Director

By: _____

Title: Village President & Village Clerk

Date: 8/3/2012

Company/Organization: Village of Pleasant Prairie

Proposal No: J12005

Date: _____

Rev. 08/3/12



July 24, 2012

Michael Pollocoff
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: Request for Approval
Police Department Renovation

Dear Michael:

On July 12, 2012 The Village of Pleasant Prairie and Riley Construction Company, Inc. received and opened bid proposals for Bid Packages #1.01 – 1.11 to be awarded based on the Original Bid Documents dated June 27, 2012; Addendum #1 Bid Documents dated July 10, 2012 issued by Partners in Design Architects and Riley Construction Company, Inc. On Tuesday, July 24, 2012 we completed the scope reviews and proposal evaluations for Bid Packages 1.01 – 1.11. Following our scope reviews & proposal evaluations we are recommending contract awards for the following bid packages:

1. **Bid Package #1.01 – Selective Demolition**
Recommended Contractor Award: Riley Construction.
Contract Award Value: \$25,000
2. **Bid Package #1.02 – Masonry**
Recommended Contractor Award: Rasch Construction
Contract Award Value: \$10,700
3. **Bid Package #1.03 – Carpentry**
Recommended Contractor Award: Riley Construction
Contract Award Value: \$46,000
4. **Bid Package #1.04– Gypsum Board**
Recommended Contractor Award: Daveco Development
Contract Award Value: \$23,463
5. **Bid Package #1.05 – Acoustical Ceilings**
Recommended Contractor Award: Algiers Acoustics
Contract Award Value: \$8,660
6. **Bid Package #1.06 – Flooring**
Recommended Contractor Award: Forever Floors Inc
Contract Award Value: \$31,320
7. **Bid Package #1.07 – Painting**
Recommended Contractor Award: Wall-Tech Inc
Contract Award Value: \$9789
8. **Bid Package #1.08 – Fire Protection**
Recommended Contractor Award: Decker Fire Systems
Contract Award Value: \$5,600
9. **Bid Package #1.09 – Plumbing**
Recommended Contractor Award: Lee Plumbing
Contract Award Value: \$7,070



10. Bid Package #1.10 – HVAC

Recommended Contractor Award: Martin Peterson Company
Contract Award Value: \$30,650

11. Bid Package #1.11 – Electrical

Recommended Contractor Award: WIL-Surge Electric
Contract Award Value: \$44,664

Please refer to the attached Bid Tabulation spreadsheets for a detailed itemization of each bid proposal received. Once you have reviewed this letter and Bid Tabulations, please sign and date each Bid Tabulation at the bottom indicating your approval of the recommended contractors.

In addition to Bid Tabulations enclosed within this letter, we have also prepared a Cost Summary to establish the GMP for the overall project including all contingency money and construction management fees. The Summary also includes cost for alternates for your review and approval. Please review the Cost Summary and sign and date below indicating your approval of the final GMP and any accepted alternates. Once we have received your approval, we will prepare the formal AIA Document to be executed by the Village of Pleasant Prairie and Riley Construction Company, Inc.

If there are any issues or concerns with the Bid Tabulations or Cost Summary, please contact us as soon as possible so they can be addressed and resolved in a timely fashion. Otherwise, please sign and date this letter in the space provided indicating your approval of the submitted items.

Sincerely,

RILEY CONSTRUCTION COMPANY, INC.

Joe Gilbert LEED AP
Project Engineer

Village of Pleasant Prairie Approval:

(Check)

Accept Alternate #1 _____

Accept Alternate #2 _____

Accept Alternate #3 _____

Accept Alternate #4 _____

Michael Pollocoff, Village Administrator

Date:



Encl.:

**Bid Tabulation Summary
BP#1.01 – BP#1.11 Bid Tabulations**

**Copy: Dave Riley – Riley Construction Company, Inc.
Tom Dorau – Riley Construction Company, Inc.
Tom O’Connell – Partners in Design Architects**



**Village of Pleasant Prairie
VOPP - Police Department Renovation
Pleasant Prairie, WI**

**Construction Documents Phase
July 24, 2012**

Cost Summary

CSI #	DESCRIPTION	BUDGET 09/29/11	COST/SF	GMP	COST/SF	CONTRACTOR	Alt 1: Pain	Alt 2: Carp	Alt 3: Ceil	Alt 4: Bond
01000	General Conditions	\$ 58,686	\$ 9.71	\$ 58,686	\$ 9.71	Riley Construction	N/A	N/A	N/A	N/A
02200	Selective Demolition	\$ 27,491	\$ 4.55	\$ 25,000	\$ 4.14	Riley Construction	N/A	430	475	N/A
03300	Cast In Place Concrete	\$ 600	\$ 0.10	By Owner		By Owner	N/A	N/A	N/A	N/A
04200	Masonry	\$ 32,334	\$ 5.35	\$ 10,700	\$ 1.77	Rasch Construction	N/A	N/A	N/A	-105
06000	Carpentry	\$ 47,512	\$ 7.86	\$ 46,000	\$ 7.61	Riley Construction	N/A	N/A	N/A	N/A
09100	Drywall	\$ 19,782	\$ 3.27	\$ 23,463	\$ 3.88	Daveco	N/A	N/A	N/A	-1,000
09500	Acoustical Ceilings	\$ 4,561	\$ 0.75	\$ 8,660	\$ 1.43	Algiers Acoustics	N/A	N/A	1,320	-250
09658	Resilient Tile Flooring	\$ 16,073	\$ 2.66	\$ 31,320	\$ 5.18	Forever Floors	N/A	2,860	N/A	0
09900	Painting	\$ 12,490	\$ 2.07	\$ 9,789	\$ 1.62	Wall Tech	3,198	N/A	N/A	-150
15300	Fire Protection	\$ 4,000	\$ 0.66	\$ 5,600	\$ 0.93	Decker Fire Systems	N/A	N/A	N/A	-140
15400	Plumbing	\$ 5,269	\$ 0.87	\$ 7,070	\$ 1.17	Lee Plumbing	N/A	N/A	N/A	0
15500	HVAC	\$ 34,300	\$ 5.68	\$ 30,650	\$ 5.07	Martin Peterson	N/A	N/A	1,800	-205
16100	Electrical	\$ 25,000	\$ 4.14	\$ 44,664	\$ 7.39	Wil Surge Electric	N/A	N/A	3,723	-660
	Subtotal	\$ 288,098	\$ 47.67	\$ 301,602	\$ 49.90		\$ 3,198	\$ 3,290	\$ 7,318	\$ (2,510)
	Contingency	\$ 34,572	\$ 5.72	\$ 36,192	\$ 5.99		\$ 384	\$ 395	\$ 878	\$ (301)
	Subtotal	\$ 322,670	\$ 53.39	\$ 337,794	\$ 55.89		\$ 3,582	\$ 3,685	\$ 8,196	\$ (2,811)
	Builders Risk Insurance	\$ 450	\$ 0.07	\$ 471	\$ 0.08					
	General Liability Insurance	\$ 2,423	\$ 0.40	\$ 2,537	\$ 0.42		\$ 27	\$ 28	\$ 61	\$ (21)
	Subtotal	\$ 325,544	\$ 53.86	\$ 340,802	\$ 56.39		\$ 3,609	\$ 3,712	\$ 8,258	\$ (2,832)
	Overhead & Profit	\$ 16,277	\$ 2.69	\$ 17,040	\$ 2.82		\$ 180	\$ 186	\$ 413	\$ (142)
	A/E Fee	By Owner		By Owner						
	Subtotal	\$ 341,821	\$ 56.56	\$ 357,842	\$ 59.21		\$ 3,789	\$ 3,898	\$ 8,671	\$ (2,974)
	Subguard	\$ 1,250								
	Performance Bond	\$ -	\$ -	\$ 3,080	\$ 0.51		\$ 36	\$ 37	\$ 82	\$ (28)
	TOTAL	\$ 343,071	\$ 56.76	\$ 360,922	\$ 59.72		\$ 3,825	\$ 3,935	\$ 8,752	\$ (3,002)
	Project Square Footage	6,044		6,044						



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.01
Description: Selective Demo
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Riley Construction	Rasch Construction					
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 25,000	\$ 45,700					
Alternate #1							
Alternate #2	\$ 430						
Alternate #3	\$ 475	\$ 800					
Owner Direct Purchase	\$ -	\$ -					
Payment & Perf Bond	\$ -	\$ 452					
Appv'd (Y/N)	Y	Y					
Addenda (#, Y/N)	Y	Y					
P&P Bond (Y/N)	Y	Y					
Sales Tax (Y/N)	Y	Y					
Prevail. Wage Req. (Y/N)	Y	Y					
Post-Bid Interview (Y/N)	Y	N					
Notes/Comments	N	N					

Recommended Award: Riley Construction

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.02
Description: Masonry
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Rasch	Riley Construction	Cornerstone Masonry				
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 10,700	\$ 16,290	\$ 26,070				
Alternate #1							
Alternate #2							
Alternate #3							
Owner Direct Purchase	\$ 580	\$ 1,601	\$ -				
Payment & Perf Bond	\$ 105	\$ -	\$ 270				
Appv'd (Y/N)	Y	Y	Y				
Addenda (#, Y/N)	Y	Y	Y				
P&P Bond (Y/N)	Y	N	Y				
Sales Tax (Y/N)	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	Y	N				
Notes/Comments	N	N	N				

Recommended Award: Rasch Construction

Owner Approval: _____

Date: _____



Project: VOPP Police Station

Location: Village of Pleasant Prairie, WI

Owner: Village of Pleasant Prairie

Architect: Partners In Design

BID/GMP Value:

Bid Opening Date: 7/12/2012

Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.03

Description: Carpentry

Bid Due Date: July 12, 2012

Bid Due Time: 2:00 PM

	Riley Construction	Storage Systems (Wellenstien & Sons)	Rasch Construction				
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 46,000	\$ 50,949	\$ 56,900				
Alternate #1							
Alternate #2							
Alternate #3							
Owner Direct Purchase	\$ 24,142	\$ 24,499	\$ 28,212				
Payment & Perf Bond	\$ -	\$ 669	\$ 563				
Appv'd (Y/N)	Y	N	Y				
Addenda (#, Y/N)	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N				
Notes/Comments	N	N	N				

Recommended Award: Riley Construction

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.04
Description: Drywall
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Daveco Developments	Olympic Companies	Wall-Tech	Winghart Inc	Rasch Construction		
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 23,463	\$ 25,730	\$ 28,200	\$ 29,860	\$ 31,600		
Alternate #1			\$ 830				
Alternate #2							
Alternate #3							
Owner Direct Purchase	\$ 4,000	\$ 4,000	\$ 5,800	\$ 7,000			
Payment & Perf Bond	\$ 1,000	\$ 255	\$ 423		\$ 313		
Appv'd (Y/N)	Y	N	Y	N	Y		
Addenda (#, Y/N)	Y	Y	Y	Y	Y		
P&P Bond (Y/N)	Y	Y	Y	N	Y		
Sales Tax (Y/N)	Y	Y	Y	Y	Y		
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y	Y		
Post-Bid Interview (Y/N)	N	N	N	N	N		
Notes/Comments	N	N	N	N	N		

Recommended Award: Daveco Developments

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.05
Description: Acoustical Ceilings

Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Algiers Acoustic	Service Drywall	Postorino				
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SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 8,660	\$ 10,672	\$ 12,735				
Alternate #1							
Alternate #2							
Alternate #3	\$ 1,320	\$ 958	\$ 1,680				
Owner Direct Purchase	\$ -	\$ 4,735	\$ 6,375				
Payment & Perf Bond	\$ 250	\$ 175	\$ 312				
Appv'd (Y/N)	Y	N	Y				
Addenda (#, Y/N)	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N				
Notes/Comments	Y	N	N				

Recommended Award: Algiers Acoustics

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.06
Description: Flooring
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

Forever Floors							
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SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$	31,320					
Alternate #1							
Alternate #2	\$	2,860					
Alternate #3							
Owner Direct Purchase	\$	15,060					
Payment & Perf Bond	Included at \$0						
Appv'd (Y/N)	Y						
Addenda (#, Y/N)	Y						
P&P Bond (Y/N)	Y						
Sales Tax (Y/N)	Y						
Prevail. Wage Req. (Y/N)	Y						
Post-Bid Interview (Y/N)	Y						
Notes/Comments	N						

Recommended Award: Forever Floors

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.07
Description: Painting

Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Wall Tech Inc	Postorino				
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SCOPE DESCRIPTION	SUBCONTRACTOR					
Base Bid	\$ 9,789	\$ 12,000				
Alternate #1	\$ 3,198	\$ 2,652				
Alternate #2						
Alternate #3						
Owner Direct Purchase	\$ 1,103	\$ -				
Payment & Perf Bond	\$ 150	\$ 300				
Appv'd (Y/N)	Y	Y				
Addenda (#, Y/N)	Y	Y				
P&P Bond (Y/N)	Y	Y				
Sales Tax (Y/N)	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y				
Post-Bid Interview (Y/N)	Y	N				
Notes/Comments	N	N				

Recommended Award: Wall-Tech Inc

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.08
Description: Fire Protection
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Decker Fire	Automatic Fire Protection	Design Build	United States Alliance			
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SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 5,600	\$ 5,771	\$ 7,400	\$ 7,426			
Alternate #1							
Alternate #2							
Alternate #3	\$ -	\$ 685	\$ 600				
Owner Direct Purchase	\$ -	\$ -	\$ -	\$ -			
Payment & Perf Bond	\$ 140	\$ 60	\$ 113	\$ 150			
Appv'd (Y/N)	Y	N	N	Y			
Addenda (#, Y/N)	Y	N	Y	N			
P&P Bond (Y/N)	Y	Y	Y	Y			
Sales Tax (Y/N)	Y	Y	Y	Y			
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y			
Post-Bid Interview (Y/N)	Y	N	N	N			
Notes/Comments	N	N	N	N			

Recommended Award: Decker Fire & Safety

Owner Approval: _____

Date: _____



Project: VOPP Police Station

Location: Village of Pleasant Prairie, WI

Owner: Village of Pleasant Prairie

Architect: Partners In Design

BID/GMP Value: _____

Bid Opening Date: 7/12/2012

Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.09

Description: Plumbing

Bid Due Date: July 12, 2012

Bid Due Time: 2:00 PM

	Zien Services	Lee Plumbing	Martin Peterson			
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SCOPE DESCRIPTION	SUBCONTRACTOR					
Base Bid	\$ 6,670	\$ 7,070	\$ 14,600			
Alternate #1						
Alternate #2						
Alternate #3						
Owner Direct Purchase	\$ -	\$ -	\$ 2,000			
Payment & Perf Bond	\$ -	\$ -	\$ 100			
Appv'd (Y/N)	N	Y	Y			
Addenda (#, Y/N)	Y	Y	Y			
P&P Bond (Y/N)	N	Included at \$0	Y			
Sales Tax (Y/N)	Y	Y	Y			
Prevail. Wage Req. (Y/N)	Y	Y	Y			
Post-Bid Interview (Y/N)	N	Y	N			
Notes/Comments	N	N	N			
	Not Prequalified.					

Recommended Award: Lee Plumbing

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.10
Description: HVAC
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	Martin Peterson	Lee Heating	Brenner Corp				
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 30,650	\$ 39,680	\$ 45,600				
Alternate #1							
Alternate #2							
Alternate #3	\$ 1,800	\$ 1,350	\$ 1,100				
Owner Direct Purchase	\$ 4,800	\$ -	\$ 4,000				
Payment & Perf Bond	\$ 205	\$ 778	\$ 900				
Appv'd (Y/N)	Y	Y	N				
Addenda (#, Y/N)	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N				
Notes/Comments	N	N	N				

Recommended Award: Martin Peterson

Owner Approval: _____

Date: _____



Project: VOPP Police Station
Location: Village of Pleasant Prairie, WI
Owner: Village of Pleasant Prairie
Architect: Partners In Design
BID/GMP Value: _____
Bid Opening Date: 7/12/2012
Attendees: Dave Riley (RCCI), Joe Gilbert (RCCI), Tom O'Connell (PID)

Bid Package #: 1.11
Description: Electrical
Bid Due Date: July 12, 2012
Bid Due Time: 2:00 PM

	WIL-Surge Electric	ECI	Becker Electric/Pieper Electric	Great Lakes Electric	Lee Electric	Roman	Grunau
SCOPE DESCRIPTION	SUBCONTRACTOR						
Base Bid	\$ 44,664	\$ 53,000	\$ 54,945	\$ 56,795	\$ 57,500	\$ 62,780	\$ 74,998
Alternate #1							
Alternate #2							
Alternate #3	\$ 3,723	\$ 3,000	\$ 3,413	\$ 3,320	\$ 4,500	\$ 3,870	\$ 4,368
Owner Direct Purchase	\$ 12,011	\$ 12,400	\$ 11,132	\$ 14,480	\$ 13,500	\$ 10,610	\$ 19,000
Payment & Perf Bond	\$ 660	\$ 800	\$ 545	\$ 1,360	\$ -	\$ 940	\$ 380
Appv'd (Y/N)	Y	Y	Y	Y	Y	N	Y
Addenda (#, Y/N)	Y	Y	Y	Y	Y	Y	N
P&P Bond (Y/N)	Y	Y	Y	Y	N	Y	Y
Sales Tax (Y/N)	Y	Y	Y	Y	Y	Y	Y
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y	Y	Y	Y
Post-Bid Interview (Y/N)	Y	N	N	N	N	N	N
Notes/Comments	N	N	N	N	N	N	N

Recommended Award: WIL-Surge Electric

Owner Approval: _____

Date: _____

Staff Report

To: Pleasant Prairie Village Board Members,
CC: Mike Pollocoff, Village Administrator
Carol Willke, Director of Recreation
Lyn Boehm, Programs Director
Kathy Goessl, VPP Finance Director
From: Chris Finkel, Business Director
Date: 8/2/2012
Re: Chapter 242: Parks and Recreation Fees Ordinance Modifications

This recommendation is for the modification to Chapter 242 of the Municipal Code as it pertains to fee structures for the Recreation Department.

§ 242-9. LakeView RecPlex.

C. Program Rates

The amendment to this section of the ordinance is the addition of new Programs and changes of member and non-member session fees for recreation programs. See attached.

D. Program Services

The amendment to this section of the ordinance is the addition new programs and changes of member and non-member fees for the Services. See attached.

F. Birthday Party & Field Trip Rates.

The amendment to this section of the ordinance is the addition new options and changes of member and non-member fees for the Birthday Party & Field Trips. See attached.

These rates will be recommended to the Village Board on the 6th of August, 2012. Thank you for your consideration.

ORDINANCE 12-24

**ORDINANCE TO AMEND CHAPTER 242
OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO RECPLEX FEES**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 242 is amended as follows:

§ 242-9. LakeView RecPlex.

C. Program Rates – See 242 Attachment fee schedule at the end of this chapter.

D. Program Services –

(2) Program Services fees: See 242 Attachment fee schedule at the end of this chapter.

F. Birthday Party & Field Trip Rates – See 242 Attachment fee schedule at the end of this chapter.

Passed and adopted this 6th day of August, 2012.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

RecPlex

Birthday Package / Fieldtrips 2012

Category	Program	Program Fees 2012		Program Fees 2011		Fee Changes		
		Member Fees	Non-Member Fees	Member Fees	Non-Member Fees	change Member Fees	change Non-Member Fees	Member Vs Non-Member
Includes: 5	package	\$ 15	\$ 15	\$ 10	\$ 10	5	5	1.00

RecPlex Program Fees 2012

Recommend: 8-6-12

Category	Program	Charge Per	Program Fees 2012			Program Fees 2011		
			Member	Non-Member	Early Bird (1)	Member	Non-Member	Early Bird (1)
Fitness: Group	Group Fitness: Core: 6 week session	Session	22	38	(5)	21	35	(5)
Fitness: Group	Group Fitness: Core: 5 week session	Session	19	32	(5)	18	30	(5)
Fitness: Group	Group Fitness: Core Fitness Mix: Passport: Monthly	Monthly	40	NA	NA	40	NA	NA
Fitness: Group	Group Fitness: Specialty: 6 week session	Session	39	63	(5)	38	60	(5)
Fitness: Group	Group Fitness: Specialty: 5 week session	Session	33	53	(5)	30	50	(5)
Fitness: Group	Group Fitness: Total Fitness Mix: Passport: Monthly	Monthly	60	NA	NA	60	NA	NA
Martial	ATA: Tiny Tigers, Karate Kids & Adult ATA: 6 week session	Session	79	125	(5)	78	123	(5)
Martial	ATA: Tiny Tigers, Karate Kids, & Adult ATA: 5 week session	Session	66	105	(5)	65	103	(5)
Martial	Martial Arts: 6 week session	Session	43	60	(5)	40	59	(5)
Martial	Martial Arts: 5 week session	Session	36	50	(5)	33	49	(5)
Martial	Martial Arts: 6 week session: 90 minute	Session	50	70	(5)	46	67	(5)
Martial	Martial Arts: 5 week session: 90 minute	Session	42	59	(5)	38	56	(5)
Sports: Youth	Basketball: Youth	Individual	90	110	(5)	75	90	(5)
TR & YTH: SACC	School Age Program: Registration: per school year	School year	50	50		30	30	
YTH: SACC	School Age Program: Transportation fee: per school year	School year	100	100				
TR & YTH: SACC	School Age Program: Late Fee	Daily	10	15		10	10	
TR & YTH: SACC	School Age Program: Before School Care: weekly: AM	Weekly	33	44		30	37	
TR & YTH: SACC	School Age Program: After School Care: weekly: PM	Weekly	65	82		59	72	
TR & YTH: SACC	School Age Program: Before School Care: daily: AM	Daily	8	12		7	9	
TR & YTH: SACC	School Age Program: After School Care: Daily: PM	Daily	15	23		13	19	
TR & YTH: SACC	School Age Program: After School Care: Half Day	Daily	25	30		17	21	
TR & YTH: SACC	School Age Program: Early Release	Daily	25	30		15	19	
TR & YTH: SACC	School Age Program: Before and After School Care: Trailblazers weekly	Weekly	70	90		59	72	
TR & YTH: SACC	School Age Program: Before & After School Care: Trailblazers daily	Daily	25	30		7	9	
YTH: Pro	Youth & Family Program: level 1: 8 week session	Session	42	67	(5)	41	66	(5)
YTH: Pro	Youth & Family Program: level 1: 7 week session	Session	37	59	(5)	36	58	(5)
YTH: Pro	Youth & Family Program: level 1: 6 week session	Session	32	51	(5)	31	50	(5)
YTH: Pro	Youth & Family Program: level 1: 5 week session	Session	27	43	(5)	26	42	(5)

RecPlex Program Services 2012

Category	Program	Charge Per	Service Fees 2012		Service Fees 2011	
			Member	Non-Member	Member	Non-Member
Fitness: PT/Sports Performance	Personal Training: Level 1: 3 hour	Hour	55	60		
Fitness: PT/Sports Performance	Personal Training: Level 1: 5 6 hour	Hour	52	57	50	55
Fitness: PT/Sports Performance	Personal Training: Level 1: 10 12 hour	Hour	49	54	45	50
Fitness: PT/Sports Performance	Personal Training: Level 1: 20 hour	Hour	46	51	45	50
Fitness: PT/Sports Performance	Personal Training: Level 2: 3 hour	Hour	63	68		
Fitness: PT/Sports Performance	Personal Training: Level 2: 5 6 hour	Hour	59	64	58	63
Fitness: PT/Sports Performance	Personal Training: Level 2: 10 12 hour	Hour	56	61	53	58
Fitness: PT/Sports Performance	Personal Training: Level 2: 20 hour	Hour	53	58	45	50
Fitness: PT/Sports Performance	Personal Training: Level 3: 1 hour	Hour	71	76	71	76
Fitness: PT/Sports Performance	Personal Training: Level 3: 3 hour	Hour	71	76		
Fitness: PT/Sports Performance	Personal Training: Level 3: 5 6 hour	Hour	67	72	66	71
Fitness: PT/Sports Performance	Personal Training: Level 3: 10 12 hour	Hour	64	69	61	66
Fitness: PT/Sports Performance	Personal Training: Level 3: 20 hour	Hour	61	66	45	50
Fitness: PT/Sports Performance	Small Grp Training: Level 1: 3 4 hour	Hour	28	32	27	32
Fitness: PT/Sports Performance	Small Grp Training: Level 1: 5 6 hour	Hour	26	30	25	30
Fitness: PT/Sports Performance	Small Grp Training: Level 1: 10 12 hour	Hour	25	28	23	28
Fitness: PT/Sports Performance	Small Grp Training: Level 2: 3 4 hour	Hour	32	37	30	35
Fitness: PT/Sports Performance	Small Grp Training: Level 2: 5 6 hour	Hour	30	35	28	33
Fitness: PT/Sports Performance	Small Grp Training: Level 2: 10 12 hour	Hour	28	33	37	42
Fitness: PT/Sports Performance	Small Grp Training: Level 3: 3 4 hour	Hour	37	42	33	38
Fitness: PT/Sports Performance	Small Grp Training: Level 3: 5 6 hour	Hour	35	40	66	71
Fitness: PT/Sports Performance	Small Grp Training: Level 3: 10 12 hour	Hour	33	38	61	66



**Village of Pleasant Prairie
Office of the Village Administrator**

To: Village Board of Trustees

**From: Michael R. Pollocoff
Village Administrator**

Date: August 3, 2012

Re: RecPlex Concession Lease Agreement

On May 4, 2012 the Village received sealed proposals for leasing of concession space within the RecPlex and Prairie Springs Park. Two responses were received: first, by RJ Lower, LLC of Kenosha, Wisconsin; second, by Fuel By Design of Kenosha, Wisconsin.

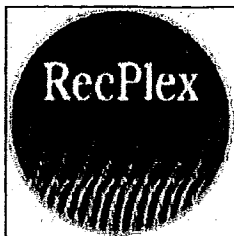
Currently, RJ Lower leases space at the concession stand located near the ice arena at RecPlex and has performed well in the last year.

RJ Lower, LLC proposes a three (3) year contract with two (2) two (2) year renewals at a base rate of \$1,250.00 per month with a deescalating percent of profit on gross sales which is listed below:

Gross Sales Commission Schedule (sales/month)	Percentage Paid
\$0 - \$14,999	\$1,200
\$15,000 - \$34,000	8.00%
\$35,000 - \$44,999	7.00%
\$45,000 - \$49,999	6.50%
\$50,000 - \$54,999	6.00%
\$55,000 - \$64,999	5.50%
\$65,000 - \$69,000	5.25%
\$70,000 +	5.00%

The proposal submitted by Fuel By Design was non responsive to the Request For Proposal (RFP). The proposed space by Fuel By Design was not requested in the RFP and no proposed lease amount was submitted in the RFP.

Recommendation: Village Administrator to be authorized to execute a Concession Lease Agreement with RJ Lewer, LLC for the amounts listed above.



RECPLEX CONCESSIONS LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of this ____ day of _____, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, a Wisconsin municipal corporation and RJ Lewer, LLC., a Wisconsin limited liability corporation.

1. **DEFINITIONS.** In addition to the terms defined in other paragraphs of the Lease, the following definitions shall apply:
 - A. "Landlord" shall mean Village of Pleasant Prairie, a Wisconsin municipal corporation whose address is currently Village of Pleasant Prairie, 9915 – 39th Avenue, Pleasant Prairie, Wisconsin 53158.
 - B. "Landlord Representative" shall be the Village of Pleasant Prairie, Director of Recreation.
 - C. "Tenant" shall mean RJ Lewer, LLC, a Wisconsin limited liability corporation whose address is currently 6042 60th Avenue, Kenosha, Wisconsin 53142.
 - D. "Intermittent Premises" shall be other sites within RecPlex or within Prairie Springs Park that use thereof shall be coordinated with RecPlex staff.
 - E. "Premises" shall mean the portion of the building, parking areas and all improvements commonly known as the "Skate Bar", "Splash Bar", "Aqua Arena Concessions", and "Ball field Concessions" located at 9900 Terwall Terrace, Pleasant Prairie, Wisconsin, 53158 described as follows:
 1. The concession stand area in the Ice Arena.
 2. Concession area in the Aqua Arena Mezzanine.
 3. Ballfield Pavilion Concession, Ballfields and mobile golf cart.
 - F. "Lease Year" shall mean each year commencing ____ 1st and ending _____ during the Lease Term.
 - G. "LA Grill" is the name of the Tenant's business.

2. PREMISES.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the conditions set forth in this Lease.

3. TERMS AND TERMINATION.

A. The Lease Term for purposes of this Lease shall commence on _____, 2012 and shall be for a period of three (3) years with two (2) two (2) year options to renew automatically when the original term ending _____, 2015.

B. Basis for Early Termination. This Agreement may not be terminated prior to its expiration except, by mutual agreement of the parties; or

1. By the Tenant, upon three (3) months advance written notice from the Tenant to the Village Administrator, but only in the event of the Landlord's inability to provide heat, electric, sewer or water service or be open for service on a daily basis other than scheduled holidays or natural disasters.

2. By the Landlord upon three (3) months advance written notice from the Landlord, but only in the event the Tenant cannot fulfill the expectations of this lease.

3. By the Tenant upon three (3) months advance written notice in the event the Tenant permanently ceases to exist as a business for reasons including, but not limited to government laws and/or regulations, and the Tenant does not plan to continue to provide service at the RecPlex location. All outstanding rent or other issues must be resolved prior to contract termination.

4. By the Landlord in the event actions of the Tenant bring the Landlord in breach of any other existing agreements on the Premises.

5. **RENT.** Tenant agrees to pay to Landlord, as rent for the Premises during the Lease Term, the following:

A. One Thousand Two Hundred Fifty Dollars (\$1,250.00) paid monthly in addition to commission based on net sales located in the following chart.

- B. Gross commission to be based on percentage of gross sales (Gross Sales= All sales less tax) paid monthly.

Gross Sales Commission Schedule (sales/month)	Percentage paid
\$0 - \$14,999	\$1,200
\$15,000 - \$34,999	8.00%
\$35,000 - \$44,999	7.00%
\$45,000 - \$49,999	6.50%
\$50,000 - \$54,999	6.00%
\$55,000 - \$64,999	5.50%
\$65,000 - \$69,999	5.25%
\$70,000 +	5.00%

Example #1

$\$37,678 \times 7\% = \$2,673.46$

Example #2

$\$34,998 \times 8\% = \$2,799.84$

- C. All rent and commission must be paid for the previous month paid by the 15th of the following month.
- D. Minimum sales – Should sales fall below Fifteen Thousand Dollars (\$15,000) on a given month, the payment due will be based upon \$15,000 (\$1,200) will be the minimum commission accepted by Landlord).

6. REPAIRS AND UTILITIES.

- A. The Premises are exempt from real estate taxes. Tenant shall be responsible for any personal property taxes on Tenant's equipment and other tangible personal property.
- B. Tenant has inspected the Premises, accepts the Premises in its "as is" condition and acknowledges Landlord is not required to make any alterations or repairs prior to the commencement of the Lease Term. Tenant shall keep and maintain in good order, condition and repair the Premises, including without limitation, all kitchen equipment. All plumbing within the premise, electrical, interior sewer and water, fixtures, interior walls, floors, ceilings and all other mechanical systems of the Premises will be the responsibility of the Tenant if failures occur due to Tenant's negligence . If not due to Tenant negligence Landlord shall bear the expenses of all plumbing within the premise, electrical, interior sewer and water, fixtures, interior walls, floors, ceilings and all other mechanical systems of the

Premises . All of said kitchen equipment and negligent repairs shall be at the sole cost and expense of Tenant, including the cost of replacement of parts and equipment as necessary. Exhibit "A" depicts a list of all kitchen equipment subject to the responsibilities identified in this lease. If Tenant deems any kitchen equipment beyond repair, Tenant will notify Landlord. Landlord will take possession of said equipment. Tenant may choose to replace equipment and maintain possession of said equipment upon termination of lease. Permanent fixtures must be repaired by Tenant and remain (ie: garbage disposal, walk in freezer). Tenant agrees to keep and maintain the Premises in a very clean, sanitary and safe condition. Tenant agrees to install and maintain any portable fire protection equipment as may be required from time to time by any insurer of the Premises or as required by law. Tenant shall be responsible for disposing of all trash and refuse from the Premises in accordance with Village ordinances and shall store trash or refuse only in areas designed by Landlord.

- C. Landlord shall timely pay all utility charges applicable to the Premises, including without limitation, electricity, gas, water, sewer, heat, air conditioning, telephone, public fire protection, garbage pick-up and any and all other utility services supplied to, or used on, the Premises. Tenant will make every effort to keep all aforementioned utilities usage to a reasonable limit. This includes limiting the number of displays and energy using machinery. Any new or additional equipment that requires must be preapproved by the Landlord to insure that the device or equipment will not have a detrimental impact on the electrical demand pricing that the premises are charges by We Energies.
- D. Landlord and Tenant acknowledge that it is their intention that all rent paid to Landlord shall be "net" during the Lease Term and that the Landlord shall receive all rent and other payments due the Landlord under this Lease free from any other charges, assessments, expenses or deductions whatsoever. Tenant acknowledges that it is taking the Premises subject to Tenant's obligations to maintain, repair and preserve the Premises and pay all costs, expenses and obligations of every kind relating to the Premises (except for interest and principal costs of the Landlord in connection with the financing for the Premises). Tenant agrees to indemnify and hold harmless Landlord for all taxes, repairs, utilities and other charges as described above in this Paragraph 5.

6. USE OF PREMISES.

- A. Tenant agrees that the Premises and Intermittent Premises shall be used to conduct a restaurant and/or catering business. Tenant agrees not to use the Premises in any manner that will make insurance unreasonably difficult to obtain. Tenant agrees to obtain the prior written permission of Landlord's Representative for any other use of the Premises. Any signs to be used on the exterior or in the windows on the Premises shall be subject to the prior written approval of Landlord. Employees and customers of the Tenant shall be entitled to park on Terwall Terrace; all subject to reasonable rules and regulations as set by the Landlord. Customers shall also be permitted to park in the North RecPlex parking lot.
- B. Tenant will be responsible for all aspects of food service operations: opening and closing, ordering foods and materials, storage and preparation of food and beverages, cashiering, sanitation certificates, all applicable licenses, cleaning and maintenance of equipment and serving areas, seating areas and staffing.
- C. Specifically, Tenant will be responsible for the following:
1. Providing an adequate POS system with detailed sales reports that communicates with Ice and Recreation permanent concession stands simultaneously that shall remain the property of Tenant upon termination of lease.
 2. Maintenance of all equipment and replacement if necessary.
 3. Providing camera ready marketing information from self or outside vendor for use on internal TV network, website and a one-quarter ($\frac{1}{4}$) page Play by Play ad, at no cost, provided there is availability. Should Play by Play advertising be sold out, Tenant will be given right of first refusal for purchase.
 4. Assuring all sales, including catering, are processed through the RecPlex location by providing weekly reports of sales due each Monday, and Monthly reports due with payments along with monthly sales tax reports. .

5. If requested by Landlord, a certified Audit will need to be produced each year, at the expense of the Tenant.
6. Sale of only Landlord approved beverages and purchases of beverages must be made directly from contracted Village vendor of beverages (in like categories i.e. water, sports drinks, carbonated drinks) dictated by RecPlex beverage vendor contract. Any deviation or purchase of products from any avenue besides vendor direct will result in a Five Thousand Dollars (\$5,000) penalty and would be cause for immediate contract termination. Per beverage contract, prices may be raised a maximum of four percent (4%) per year. See Exhibit "A" for price list.
7. Cleaning of the tables/floor in lobby or other areas related to Tenant's food service.
8. Alcoholic Beverages sales are prohibited from the Tenant's location.
9. Tenant shall require uniforms be worn by all concession staff that closely follows the Landlord policy. T-shirt or polo, khaki or black pants/ shorts of appropriate length, no jeans or opened toed shoes.
10. Tenant shall be responsible for all temporary stands set up for special events, ice events, and aqua arena events or any other. Tenant may contact the business director and request use of tables, chairs, and other equipment for these events, if available, but no set up will be required by Landlord. Tenant may purchase tables, tents, transport carts and reasonable storage will be provided. Tenant may also rent tents for special events from Landlord or rent from any other source.
11. Birthday Party packages and camp/afterschool lunches will be sold by Landlord staff. Due to administration of this program Birthday Parties and camp lunches will be billed by Tenant to Landlord at a mutually agreed upon price (reviewed quarterly). Landlord will keep all sales run through their system and provide monthly reports when requested. Tenant will bill monthly and be paid within fifteen (15) days following receipt of invoice or may, if approved by Landlord, be deducted from monthly rent/commission.

12. Tenant understands there are discussions of a juice bar in the fitness center, and other non-exclusive opportunities may arise in the future.
13. The Village retains the right to approve all signage and sign location prior to installation.
14. The Village reserves the right to review and make reasonable suggestions to the menus and discuss pricing for each location.
15. Vendor must clearly display its company name and logo at each location to distinguish itself from the Village.
16. Vendor must maintain enough stocked food, beverages and accessories to serve the public need at each location. Tenant agrees to purchase all usable inventory from Landlord by the end of the 2nd month of contract.
17. Vendor will be responsible for the proper disposal of all concession-related refuse into containers provided by the Village. Boxes must be broken down and placed in the appropriate containers. The garbage area must be kept clean.
18. Vendor and Village will work cooperatively to resolve any scheduling conflicts and if there is any unusual occasion when resolution cannot occur, Village events will have priority.
19. Vendor must comply with the insurance requirement as described in this Section 7 of this contract.
20. Beach concessions will continue to be conducted by Landlord. Tenant is welcome to purchase concessions trailer/build structure to sell concessions but must be approved by Landlord.
21. Ballfield concessions will be conducted by Tenant. Use of Landlord golf cart is permitted but not during special events and may be unavailable at the discretion of the Landlord.
22. Tenant must have capability of communicating electronically (email).

23. Tenant to meet bi-weekly with business director to discuss concession operations and upcoming events.
24. Minimum Hours of Operation during regular RecPlex Operations:
Monday through Friday 7 AM to 8 PM
Saturday 7 AM to 6 PM
Sunday 7 AM to 4 PM
25. Tenant is also permitted to be open during holiday hours but not during days that RecPlex has scheduled closure.
26. Tenant and Landlord shall review minimum hours schedule at least once a quarter.
27. Build out and/or improvements. Tenant will be responsible for entire cost of remodeling of existing site and any additional equipment needed. Tenant will be allowed to use any equipment presently at the location. Tenant will be responsible for maintenance and replacement for any equipment they use, owned by the Landlord. If Tenant deems any kitchen equipment beyond repair, Tenant will notify Landlord. Landlord will take possession of said equipment. Tenant may choose to replace equipment and maintain possession of said equipment upon termination of lease. Tenant will also inform the Business Director of any additional equipment being added the any of the areas.
28. Upon termination of the tenancy, the Tenant shall be entitled to remove the item purchased new, including any equipment purchased as a replacement of existing items, any approved venting and any other fixtures affixed to the real estate shall remain with the Premises.
- 29.

7. INSURANCE.

- A. Tenant shall, during the Lease Term, keep in full force and affect a policy of comprehensive general liability and property damage insurance with limits of liability of not less than One Million Dollars per occurrence for personal injuries

and a limit for property damage liability of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Tenant also agrees to maintain required worker's compensation, insurance for all employees under their direction. In addition, if any mortgage lender or bond requirements of the Landlord require additional liability insurance, Tenant agrees to increase the limits of the liability insurance to the amount required by the Landlord's mortgage lender or Landlord's bonding requirements.

- B. Tenant shall, during the Lease Term, carry insurance against fire, vandalism and other perils as are from time to time included in a standard extended coverage endorsement, insuring the Premises to its full replacement value. Tenant agrees to carry such insurance at its expense and Tenant further agrees that if additional property insurance is required by Landlord's mortgage lender or the terms of any bond used for the financing of the Premises, Tenant shall obtain such additional insurance as is required by said mortgage lender or bonding, at Tenant's sole cost and expense.
- C. All policies of insurance to be carried by Tenant under this Lease shall name Landlord and any other parties with an interest in the Premises designated by the Landlord, and shall contain a clause that the insurer will not cancel or change the insurance without first giving notice to Landlord, and other parties Landlord designates, at least thirty (30) days prior to such proposed cancellation date. All insurance shall be with an insurance company licensed to do business in the State of Wisconsin and a copy of the policies evidencing such insurance and certificates of insurers shall be delivered to Landlord prior to the commencement of the Lease Term and, for each renewal of said policy, not less than thirty (30) days prior to the expiration of such coverage. Such policy shall also provide that no act or default of any person other than Landlord or its agents shall render the policy void as to the Landlord or its mortgage lender or bonding, nor shall the act or default of any person other than Landlord affect its rights to recover under said insurance.
- D. Landlord and Tenant acknowledge that it is their intention and agreement that both parties shall look to the insurer for reimbursement of any loss, and further that the insurer involved shall have no subrogation rights against the other party. All insurance covering the Premises shall contain a waiver of any right of subrogation by the insurer in accordance with the terms of this paragraph. Neither Landlord nor Tenant shall be liable to the other for loss arising out of

damage or destruction of the Premises, the building or any other improvements on the Premises, personal property or other property contained upon the Premises to the extent that such damage or destruction is caused by a peril included with any standard form of fire insurance policy, with full extended coverage endorsement added, as from time to time issued by insurers in the State of Wisconsin, to the extent the proceeds from such insurance are realized. The absence of liability described herein shall exist regardless of whether the damage or destruction is caused by the negligence of Landlord, Tenant, officers, employees, agents or customers of either.

8. COMPLIANCE WITH REGULATIONS.

A. Tenant agrees that it shall, at its sole cost and expense:

1. Comply with all laws, ordinances, regulations or orders of all federal, state, county and municipal authorities regarding the Premises and the use of the Premises.
2. The Landlord shall have the right to issue reasonable written rules and regulations, and reasonable amendments thereto, as from time to time may be adopted by the Landlord for the general safety, comfort and convenience of the Landlord and others who use all or any of the Premises or Landlord's parking areas adjacent to the Premises. The Tenant agrees to comply with all such rules and regulations and to give the Landlord and its agents, employees, mortgagees and any other person or persons authorized by Landlord, access to the Premises at reasonable times and upon reasonable notice to enable them to inspect the Premises and show the Premises to prospective purchasers and/or successor Tenants, or to make repairs, additions or alterations which the Landlord deems, in its discretion, necessary and appropriate for the Premises. The Landlord and its agents, employees, contractors and other persons authorized by Landlord may enter the Premises without reasonable advance notice for any emergency purposes, including without limitation, in order to protect persons, property, or the condition of the Premises from damage by fire, freezing, water, or any other perils.

3. Tenant agrees not to permit anything to be done upon the Premises which will be in conflict with, or cause a violation of, the certificate of occupancy issued by the Village of Pleasant Prairie, any rules and regulations of Landlord, any laws, ordinances, orders and regulations of any governmental authority, or the terms of the Wisconsin standard form of fire or other insurance policies covering the Premises.
4. Tenant agrees that upon the termination of the Lease for any reason, the Tenant shall remove its personal property located on the Premises and shall deliver the Premises to Landlord in good order and condition, reasonable wear and tear excepted. If property of Tenant remains upon the Premises thirty (30) days after the termination of the lease, the same shall be considered abandoned and the Landlord may either dispose of such property or may move and store such property for Tenant, at Tenant's cost and expense. All fixtures shall remain a part of the Premises and shall become the property of the Landlord at the time any fixture is attached to the Premises.

9. EMINENT DOMAIN.

In the event a portion of the Premises are taken or conveyed to any government authority under eminent domain or condemnation proceedings, and the Tenant is able to reasonably use the remaining portion of the Premises, and such partial taking does not materially affect the conduct of Tenant's business on the Premises, this Lease shall remain in full force and effect. In the event such a condemnation or taking materially affects the conduct of Tenant's business on the Premises, or the Tenant is unable to use the remainder of the Premises for their intended use at the time this Lease is executed, the Tenant may terminate this Lease upon written notice to Landlord within thirty (30) days following the date of such taking or conveyance.

10. DEFAULT.

A. "Default" shall mean and include:

1. the failure of the Tenant to pay rent or other obligations required of Tenant under this Lease for a period of ten (10) days following the due date for such payment, or

2. the default by the Tenant of any other term or condition of this Lease which shall continue for a period of thirty (30) days after the Landlord has sent the Tenant notice of such default, or
3. if the Tenant causes to be filed, in any state or federal court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or an assignment by the Tenant for the benefit of creditors.
4. If there is filed against the Tenant in any state or federal court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, and such petition filed against the Tenant is not dismissed within ninety (90) days after the commencement of any such proceeding.
5. If a Default of the Tenant (other than the failure to pay rent or other charges under this Lease) cannot be cured within thirty (30) days following the receipt of notice from Landlord regarding such Default, the Tenant shall not be deemed in Default if the Tenant shall commence to cure within said thirty (30) day period and thereafter diligently prosecutes the same to completion.
6. Upon a Default by the Tenant the Landlord may take all rights and remedies available to Landlord by law or this Lease. The Tenant specifically agrees that the Landlord may, without legal process, reenter the Premises and remove all persons and property and, at Landlord's sole option and discretion, terminate this Lease and Tenant's right to possession of the Premises. Tenant further agrees that a reentry by the Landlord shall not diminish in any way Tenant's obligations under the terms of this Lease, and the Landlord may seek to lease the Premises to a different Tenant, and apply any rentals and other amounts so received against the obligations of the Tenant to the Landlord under this Lease. Tenant agrees that following a Default by Tenant, all rent due under this Lease through the end of the Lease Term shall accelerate and be immediately due and payable to Landlord based upon a comparison of the previous year's receipts. If Default by Tenant occurs within the 1st year, the previous three (3) months average of sales will be used. Tenant agrees that in the event the Tenant is in Default, the Tenant will indemnify and pay to the Landlord all loss of rents and other damages which Landlord may incur by reason of such Default, including without limitation,

costs of altering, repairing or restoring the Premises to rent to another Tenant, costs of advertising and procuring another Tenant for the Premises, loss or reduction in rent and other payments due Landlord under this Lease, and all court costs and reasonable actual attorney's fees and expenses incurred by Landlord due to such Default, regardless of whether litigation is commenced. Accepting rent or waiving any Default by Tenant at any time by Landlord shall not limit or reduce the rights of Landlord under this Lease, and shall not be deemed a waiver of any subsequent breach or Default.

7. In the event Tenant defaults in the performance of its agreements under this Lease, the Landlord may, but shall not be required to, make any such payment or perform such obligation of Tenant. Tenant agrees to immediately reimburse the Landlord for any amounts so paid or the costs of performing for Tenant, for any expenditure made by Landlord for an obligation of Tenant, together with reasonable actual attorney's fees on any amounts expended by Landlord under this provision.
8. In addition to all other rights and remedies allowed to the Landlord by law or this Lease, if the payment of any rent or any other monies payable under the terms of this contract is not paid by the 15th of the month, a five percent (5%) late fee will be charged on the payment amount which was late which shall become additional rent and shall be immediately due and payable under this Lease. . Thereafter, and in addition to such late payment charge, the Tenant will pay interest on the unpaid balance at the rate of twelve percent (12%) per month until paid in full. In addition, all amounts owed by Tenant to Landlord under this Lease shall accrue interest at the rate of eighteen percent (12%) per annum until paid. All amounts paid by Tenant to Landlord shall be applied first to interest, then to late fees, then to other amounts owed to Landlord, and then to rent.
9. The Landlord shall be in default under the terms and conditions of this Lease only if the Landlord has defaulted in the performance of any term or condition of this Lease and the Landlord has not cured such condition within thirty (30) days following Landlord's receipt of written notice from the Tenant, specifically describing the alleged default and notifying Landlord of the deadline upon which the Landlord must cure such alleged default. If a default by the Landlord cannot be cured within thirty (30) days following the receipt of notice by Landlord regarding such default, the Landlord shall not be deemed in default if the Landlord shall commence to cure such default within said thirty

(30) day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other term or provision of this Lease to the contrary, the payment of rent by the Tenant is a separate and independent covenant of the Tenant, and in no event may the Tenant refuse to pay rent to the Landlord due to any alleged breach of this Lease by the Landlord. If the Landlord breaches this Lease, Tenant shall be entitled to exercise any rights or remedies allowed by law based upon Landlord's breach, with said remedies not to include any withholding of rent or for Tenant to fail to carry out any of its other obligations as described in this Lease.

11. INDEMNIFICATION.

Tenant agrees to hold the Landlord harmless and to indemnify the Landlord and its employees and agents from and against any and all loss, cost, damage or expense, including without limitation, reasonable actual attorney's fees, arising out of Tenant's use of the Premises, the failure of the Tenant to perform all of its obligations under this Lease, or the failure of the Tenant to comply with all laws, ordinances, regulations and orders issued by any governmental authority. Tenant further agrees to indemnify and hold harmless the Landlord and its employees and agents for any personal injury or property damage occurring within the defined or in the common areas due to any act or omission by the Tenant, its employees, agents, invitees or guests.

The Landlord agrees to hold the Tenant harmless and to indemnify the Tenant and its employees and agents from any and all loss, damage, cost, or expense, including without limitation reasonable actual attorney's fees arising out of the Landlord's use of the premise. Landlord further agrees to indemnify and hold harmless the Tenant, its employees, and agents for any injury or personal property damage occurring within the premise or common areas due to any act or mission by the Landlord, its employees, agents, invitees or guests.

12. ALTERATIONS.

Any alterations, installations, improvements or changes to the Premises by the Tenant shall be at Tenant's sole cost and expense and shall be made only following the prior written approval of the Landlord, which approval will not be unreasonably delayed or withheld. Any and all alterations, improvements, or additions that modify the existing structure and use of the Premises shall also require a site and operational review by the Village Community Development Department along with any necessary permits which

shall be the responsibility of the Tenant. Any such alterations or improvements to the Premises shall be performed by contractors or persons that have been prequalified by the Landlord, and shall be made in a good and workmanlike manner and in compliance with all government regulations, and shall be made in such a manner that no construction or other liens are asserted against or attach to the Premises.

13. MISCELLANEOUS.

- A. This Lease and all rights of Tenant under this Lease are subject and subordinate to any underlying liens of any mortgage or mortgages now or hereafter in force against the Premises. Within ten (10) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord any estoppel certificate, statement regarding rent paid, and statements regarding the condition of the Premises, as may be reasonably required by any mortgage lender working with Landlord.
- B. Landlord agrees that if the Tenant pays all rent and other charges required under this Lease, and observes and performs all other terms and conditions of this Lease, the Tenant may peaceably enjoy the occupation and use of the Premises and Intermittent Premises.
- C. Tenant agrees that the Tenant, and all persons on the Premises by or through the Tenant, shall not use the Premises, or store items upon the Premises, in violation of any local, state or federal regulation governing the environment or hazardous materials. Tenant, in addition to all other obligations under this Lease, shall indemnify and hold harmless the Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation reasonable actual attorney's fees, in any manner connected with or occasioned by the use of hazardous materials on the Premises by the Tenant or Tenant's violation of any environmental regulation of any local, state or federal authority.
- D. This Lease contains all agreements between the Landlord and Tenant regarding the Premises. The headings and titles used in this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part of the Lease. If any provision of this Lease is determined to be invalid for any reason, the remainder of such provision and the remaining provisions of this Lease shall be deemed severable and shall remain in full force and effect.

- E. The Tenant agrees not to assign its rights under this Lease to any other person or entity, nor shall the Tenant sublet any part of the Premises, without the prior written consent of the Landlord. Subject to the foregoing, all terms and conditions of this Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
- F. Any waiver of any term or condition of this Lease by either party shall not be deemed to be a waiver of such term, covenant, or condition of this Lease at any later time. In order to constitute a waiver by either party, the waiver must be in writing signed by the waiving party.
- G. All notices which Landlord or Tenant may serve upon the other party may be served by personal service upon the President of Tenant or the Village Administrator of Landlord at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 or RJ Lewer, LLC, or by mailing by certified mail, postage prepaid or overnight express carrier such as Federal Express or United Parcel Service, to the other party at such address as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is personally delivered, deposited in the United States Mail, or delivered to an overnight delivery service for delivery. If no other address is provided to the other party, notices to Landlord shall be sent to Landlord's address in Paragraph 1(a) and notices to Tenant shall be sent to the Premises.
- H. The Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin. Exclusive jurisdiction and venue for any actions arising from, or relating to, this Lease shall be in the Circuit Court of Kenosha County, Wisconsin.
- I. Tenant has deposited with Landlord the sum of One Thousand Dollars (\$1,000.00) as a security deposit for the full and faithful performance of every provision of this Lease to be performed by the Tenant. If the Tenant defaults with respect to any provision of this Lease, including without limitation provisions relating to the payment of rent, Landlord may (but is not required to) use, apply or retain all or any part of the security deposit or any other deposit made under this Lease, for the payment of any sums due Landlord. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant

shall not be entitled to interest on the security deposit. Following termination of the tenancy, if the Tenant owes no amount to Landlord and has fully performed all of its obligations under this Lease, the security deposit (or any remaining balance thereof) shall be paid to the Tenant within thirty (30) days after the later of the expiration of the Lease Term or the Tenant's vacation of the Premises.

- J. Tenant shall at all-time leave with Landlord a set of keys for the Premises, to be used by the Landlord only in accordance with the terms and provisions of this Lease. Tenant acknowledges the Landlord needs access to the Premises for emergency purposes and for other purposes under this Lease. No locks or bolts will be altered, changed or added by the Tenant without the prior written consent of the Landlord.
- K. In case Tenant is a corporation, limited liability company or partnership, Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of the Tenant, has been properly approved by all shareholders, members or partners, as appropriate, and this Lease is the valid and binding agreement of the Tenant and is enforceable by the Landlord against the Tenant.
- L. Right to Cure Errors and Omissions

Once the Tenant receives a written/verbal notice of any discrepancy in regard to the contract, the Tenant has the following options to cure with 7 days of notice.

- 1) make an offer to settle by correcting the discrepancy
- 2) make a monetary payment,
- 3) a combination of (1) and (2),

Full effect of penalties as described in section 10. (A). 8 go into effect if Tenant fails to right error within 7 days or if deemed by Landlord as simple non-compliance of payments outlined in this document


This contract replaces and supersedes contract currently in place. All aspects of this document go into effect immediately following contract acceptance by both parties. Rent and financial arrangements outlined within contract will take effect prior to

September 1, 2012 at a date determined by Tenant and Landlord. August 2012 will be a transition month. **IN WITNESS WHEREOF**, the parties hereto have executed or caused this Lease to be executed as of the date and year first above written.

VILLAGE OF PLEASANT PRAIRIE,
Landlord

RJ LEWER, LLC., Tenant

BY: _____
Michael Pollocoff
Village Administrator

BY: 
Robert J. Lewer
President



GUARANTY OF LEASE

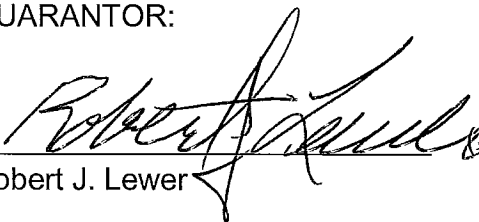
The undersigned guarantor (the "Guarantor") hereby unconditionally guarantees payment of all rents, including all base rent and all additional rent, and the prompt and proper performance by RJ Lewer, LLC. ("Tenant") of all other terms and conditions, and amounts required to be paid, by the Tenant to the Village of Pleasant Prairie, its successors and assigns (the "Landlord") pursuant to the Lease Agreement entered into between the Tenant and the Landlord on the same day as this Guaranty of Lease (the "Lease"). The Guarantor hereby unconditionally guaranties payment of all amounts owed by the Tenant to the Landlord under any term or condition of this Lease. The liability of the Guarantor shall be joint and several with the liability of the Tenant and all other Guarantors of the Tenant's obligations under the Lease. The Guarantor specifically consents that the Landlord may, from time to time, without notice to the Guarantor and without in any manner limiting or affecting the liability of the Guarantor to the Landlord:

1. Surrender, release or agree not to sue Tenant, any Guarantor, or any other person liable for Tenant's obligations under the Lease.

2. Refuse or fail to take action against Tenant, any Guarantor, or any other person liable for Tenant's obligations under the Lease.
3. Settle or compromise any amount due or owing from the Tenant, any Guarantor, or any other person liable for Tenant's obligations under the Lease.
4. Surrender or release any collateral, security deposit, or other funds available to the Landlord for Tenant's obligations under the Lease.
5. Amend the Lease in any manner, including without limitation, changing any rental amounts, changing the Lease Term, allowing the exercise of any option to extend, allowing any assignment of the Lease, or taking any other action regarding the Lease which the Landlord may take under any term or condition of the Lease.
6. This is a continuing guaranty and it shall remain in full force and effect and is not revocable by the Guarantor. This Guaranty shall be binding upon the Guarantor and his or her respective heirs, personal representatives, successors and assigns. The Guarantor agrees to pay all reasonable costs incurred by the Landlord in enforcing any term or condition of the Lease or this Guaranty, including without limitation, all reasonable actual attorney's fees and other costs incurred by the Landlord, regardless of whether litigation is commenced.

Dated this 2 day of Aug, 2012.

GUARANTOR:


Robert J. Lewer (SEAL)

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

For All Deals that are Printable and Not Printable

Date Range: 07/31/2012 - 07/31/2012

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Price	Retail Price	Actl. Start Date	Deal Ctg_Cde	Lock Flg	Rstr. Flg	Prity Lvl	Comments
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Price Zone: CHICAGO/WISCONSIN

FS WH BIB UM C4 RECPLEX POLAR -	3G BIB	NCB_Bag_BIB 3G_Siberian Chill	EDV 9/\$99.00	Y	Y	4/18/12	12/31/12	\$34.06	9 / \$99.00	4/17/12	EDV/Base	FD			
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CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name: FS WH BIB UM C4 RECPLEX -

Price Zone: CHICAGOWISCONSIN

Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Price	Retail Price	Actl. Start Date	Deal Ctgy_Cde	Lock Flg	Rstr. Flg	Prfty Lvl	Comments
1.13OZ PCH 20/1	NCB_Aluminum_Post 1.13oz_Lipton TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$36.98	9 / \$99.00	1/12/11	EDV/Base			FD	
1.5G BIB	NCB_Bag_BIB 1.5G_Energy TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$53.59	9 / \$99.00	1/12/11	EDV/Base			FD	
3G BIB	CSD_Bag_BIB 3G_All TMs_All Brands	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base			FD	
	CSD_FCB-Bag_BIB 3G_All TMs_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$19.32	9 / \$99.00	1/12/11	EDV/Base			FD	
	Inven: 3G BIB JTYM TON POS	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base			SFOD	
	Inven: 3G BIB LIT FTN SWT LIQ CONC	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$17.51	9 / \$99.00	1/12/11	EDV/Base			SFOD	
	Inven: 3G BIB LIT FTN UNSNL LIQ	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$15.97	9 / \$99.00	1/12/11	EDV/Base			SFOD	
	Inven: 3G BIB TROP FT PNCH POS	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$15.23	9 / \$99.00	1/12/11	EDV/Base			SFOD	
	NCB_Bag_BIB 3G_Citrus Springs	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base			FD	
	NCB_Bag_BIB 3G_Dole TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$31.55	9 / \$99.00	5/17/12	EDV/Base			SFOD	
	NCB_Bag_BIB 3G_Fruit Works	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$19.32	9 / \$99.00	1/12/11	EDV/Base			FD	
	NCB_Bag_BIB 3G_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$24.31	9 / \$99.00	1/12/11	EDV/Base			FD	
	NCB_Bag_BIB 3G_Juice Tyme	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$31.55	9 / \$99.00	1/12/11	EDV/Base			FD	
	NCB_Bag_BIB 3G_Lipton TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base			FD	
	NCB_Bag_BIB 3G_Rockstar TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base			FD	

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Price Actl. Start Date Deal Ctg. Cde Lock Fig Rstr. Fig Prty Lvl Cde Comments

Price Zone: CHICAGO/WISCONSIN

FS WH BIB UM C4 RECPLEX-	3G BIB	NCB_Bag_BIB 3G_Rockstar TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$57.32	9 / \$99.00	1/12/11	EDV/Base				FD	
		NCB_Bag_BIB 3G_Seasons Harvest	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$31.55	9 / \$99.00	1/12/11	EDV/Base				FD	
		NCB_Bag_BIB 3G_Tropicana TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base				FD	
	5G BIB	CSD_Bag_BIB 5G_All TMs_All Brands	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$12.84	9 / \$99.00	1/12/11	EDV/Base				FD	
		CSD_Bag_BIB 5G_Dr Pepper TM_All Brands	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.20	9 / \$99.00	1/12/11	EDV/Base				SFOD	
		NCB_Bag_BIB 5G_Tropicana TM_All	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$13.23	9 / \$99.00	1/12/11	EDV/Base				FD	

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Actl. Start Date Deal Ctgy_Cde Lock Flg Rstr. Flg Prity Lvl Cde Comments

Business Unit: Midwest Rgn

FOODSERVICE SPECIALS NWD -	16OZ CN 1/12	CSD_Aluminum_Can 16oz 12L_All TMs_All	EDV 9/\$99.00	Y	Y	7/19/12	9/30/12	\$12.00	9/ \$99.00	6/7/12	EDV/Base	N	Y	FD	
	20OZ PL 1/24	Inven: 20OZ PL MDEW'DBRY 1/24 &	FEA 9/\$99.00	Y	Y	7/19/12	8/11/12	\$17.00	9/ \$99.00	7/15/12	Non-Holiday Feature	N	Y	FD	
	20OZ PL 1/24S	Inven: 20OZ PL GAME FUEL	EDV 9/\$99.00	Y	Y	7/19/12	12/31/12	\$17.38	9/ \$99.00	11/27/11	EDV/Base	N	Y	FD	
		Inven: 20OZ PL MDEW'DBRY 1/24 &	FEA 9/\$99.00	Y	Y	7/19/12	8/11/12	\$17.00	9/ \$99.00	7/15/12	Non-Holiday Feature	N	Y	FD	
		Inven: 20OZ PL PEPSI NXT CHE VAN	FEA 9/\$99.00	Y	Y	7/19/12	8/11/12	\$17.00	9/ \$99.00	7/15/12	Non-Holiday Feature	N	Y	FD	
		Inven: 20OZ PL SRMIST & DT CRAN	EDV 9/\$99.00	Y	Y	7/19/12	12/31/12	\$17.38	9/ \$99.00	11/27/11	EDV/Base	N	Y	FD	
		Inven: 20OZ PL SRMIST CRAN NAT	EDV 9/\$99.00	Y	Y	7/19/12	12/31/12	\$17.38	9/ \$99.00	11/27/11	EDV/Base	N	Y	FD	

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

CUSTOMER PRICING REPORT

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Retail Price	Actl. Start Date	Deal Ctgy_Cde	Lock Flg	Rstr. Flg	Prity Lvl	Comments
FS WH BTG UM C4 RECPLEX -	.52OZ PKT 32/1	NCB_PET_0.52oz 32L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$10.01 9 / \$99.00	1/1/12	EDV/Base			FD	
	1.34OZ PKT 1/32	NCB_PET_1.34oz 32L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.47 9 / \$99.00	1/1/12	EDV/Base			FD	
	1.5L PL 1/12	NCB_PET_1.5 Liter 12L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$28.48 9 / \$99.00	3/12/12	EDV/Base			FD	
	1.5L PL 1/12S	NCB_PET_1.5 Liter 12L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$17.00 9 / \$99.00	1/1/12	EDV/Base			FD	
	1.6OZ PL 1/16	NCB_PET_1.6oz 16L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$17.25 9 / \$99.00	1/1/12	EDV/Base			FD	
	10OZ PL 1/24	NCB_PET_10oz 24L_Dole TM_Dole	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$46.99 9 / \$99.00	1/1/12	EDV/Base			FD	
	11.2OZ CRTN 1/12	Water_Carton_11.2oz 12L_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$31.12 9 / \$99.00	3/12/12	EDV/Base			FD	
	11OZ CN 4/6	NCB_Aluminum_Can 11oz 4P_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$18.54 9 / \$99.00	1/1/12	EDV/Base			FD	
	11OZ CRTN 1/12	NCB_Carton_11oz 12L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	3/13/12	12/31/12	\$16.50 9 / \$99.00	3/25/12	EDV/Base			FD	
	12OZ CN 1/12	NCB_Aluminum_Can 12oz 12L_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$37.44 9 / \$99.00	1/1/12	EDV/Base			FD	
	12OZ CN 1/24	NCB_Aluminum_Can 12oz 12L_Starbucks	EDV 9/\$99.00	Y	Y	3/25/12	12/31/12	\$27.74 9 / \$99.00	2/7/12	EDV/Base			FD	
	12OZ CN 12/2	Inven: 12OZ CN RKSTR SPK PK	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 12oz 24L_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55 9 / \$99.00	1/1/12	EDV/Base			FD	
		CSD_Aluminum_Can 12oz 12P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 12oz 12P_Tropicana	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55 9 / \$99.00	1/1/12	EDV/Base			FD	

Price Zone: CHICAGO/WISCONSIN

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Price	Retail Price	Actl. Start Date	Deal Ctgy_Cde	Lock Flg	Rstr. Flg	Prity Lvl	Comments
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Price Zone: CHICAGO/WISCONSIN

FS WH BTG UM C4 RECPLEX -	12OZ CN 12/2 FM	CSD_Aluminum_Can 12oz 12P FM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_Aluminum_Can 12oz 12P														
		NCB_Aluminum_Can 12oz 12P	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_Aluminum_Can 12oz 12P FM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_Aluminum_Can 12oz 12P														
	12OZ CN 12/2 FM C	CSD_Aluminum_Can 12oz 12P FM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
	12OZ CN 24/1	CSD_Aluminum_Can 12oz 24P_All TMs_All														
	12OZ CN 24/1 CB	CSD_Aluminum_Can 12oz 24P Cube_All														
		NCB_Aluminum_Can 12oz 24P Cube_Lipton														
	12OZ CN 24/1 CBCL	CSD_Aluminum_Can 12oz 24P Cube_All														
	12OZ CN 4/6	CSD_Aluminum_Can 12oz 4P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
	12OZ CN 4/6 PW	CSD_Aluminum_Can 12oz 4P_All TMs_All														
	12OZ CN 6/4	CSD_Aluminum_Can 12oz 6P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_Aluminum_Can 12oz 6P_Hawaiian														
		NCB_Aluminum_Can 12oz 6P_Lipton														
	12OZ CN 8/3 FM	CSD_Aluminum_Can 12oz 8P FM_All														

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

CUSTOMER PRICING REPORT

Date Range: 07/31/2012 - 07/31/2012 For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Price	Retail Price	Actl. Start Date	Deal Ctg Cde	Lock Fig	Rstr. Fig	Prity Lvl	Comments	
FS WH BTG UM C4 RECPLEX -	12OZ CN 8/3 FM	CSD_Aluminum_Can 12oz 8P FM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$8.55	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ LNK NR 1/24	NCB_Aluminum_Can 12oz 8P FM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$17.00	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 1/12	CSD_Glass_12oz LN 24L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$18.04	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 1/24	NCB_PET_12oz 12L_Energy TM_AMP	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.02	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 12/2HC	CSD_PET_12oz 24L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.60	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 4/6	NCB_PET_12oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.60	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 6/4S	Water_PET_12oz 4P_SoBe TM_SoBe	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$18.01	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL 8/3S	NCB_PET_12oz 6P_Tampico	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$10.51	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL JR 12/2S	CSD_PET_12oz 8P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.02	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL PK 12/2	Water_PET_12oz 12P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$7.37	9 / \$99.00	1/1/12	EDV/Base			FD		
	12OZ PL PK 24/1	CSD_PET_12oz 24P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.02	9 / \$99.00	1/1/12	EDV/Base			FD		
			Water_PET_12oz 12P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$7.37	9 / \$99.00	1/1/12	EDV/Base			FD	
			CSD_PET_12oz 24P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.02	9 / \$99.00	1/1/12	EDV/Base			FD	
			NCB_PET_12oz 24P_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.60	9 / \$99.00	1/1/12	EDV/Base			FD	
			NCB_PET_12oz 24P_Tampico	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.60	9 / \$99.00	1/1/12	EDV/Base			FD	

Price Zone: CHICAGOWISCONSIN

Pepsi-Cola reserve the right to withdraw any offer at any time and also reserves the right to limit promotional quantities sold to any customer.

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Actl. Start Date Deal CtgY_Cde Lock Flg Rstr. Flg Prty Lvl Comments

Price Zone: CHICAGO/WISCONSIN

FS WH BTG UM C4 RECPLEX -	12OZ PL PK 24/1	NCB_PET_12oz 24P_Tampico	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$10.51 9 / \$99.00	1/1/12	EDV/Base				FD	
	12OZ PL PK 8/3	CSD_PET_12oz 8P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.02 9 / \$99.00	1/1/12	EDV/Base				FD	
	12OZ PL PK 8/3 FM	CSD_PET_12oz 8P FM_All TMs_All													
	13.7OZ NR 1/12	NCB_Glass_13.7oz 12L_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$21.55 9 / \$99.00	1/1/12	EDV/Base				FD	
	13.8OZ NR 1/12	NCB_Glass_13.8oz 12L_Tazo TM_Tazo	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.92 9 / \$99.00	1/1/12	EDV/Base				FD	
	14OZ PL 1/12	NCB_PET_14oz 12L_Miucle Milk	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$29.50 9 / \$99.00	1/1/12	EDV/Base				FD	
	15.2OZ PL 1/12	NCB_PET_15.2oz 12L_Ocean Spray	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$13.01 9 / \$99.00	1/1/12	EDV/Base				FD	
	15OZ CN 1/12	NCB_Aluminum_Can 15oz 12L_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$21.95 9 / \$99.00	1/1/12	EDV/Base				FD	
	16.9OZ CRTN 1/12	Water_Carton_16.9oz 12L_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$19.83 9 / \$99.00	1/1/12	EDV/Base				FD	
	16.9OZ PL 1/12	NCB_PET_16.9oz 12L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.50 9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_PET_16.9oz 12L_Gatorade	EDV 9/\$99.00	Y	Y	3/14/12	12/31/12	\$13.13 9 / \$99.00	3/12/12	EDV/Base				SFOD	
	16.9OZ PL 1/24	NCB_PET_16.9oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.52 9 / \$99.00	1/1/12	EDV/Base				FD	
	16.9OZ PLPK12/2	CSD_PET_16.9oz 12P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26 9 / \$99.00	1/1/12	EDV/Base				FD	
		NCB_PET_16.9oz 12P_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26 9 / \$99.00	1/1/12	EDV/Base				FD	
		Water_PET_16.9oz 12P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26 9 / \$99.00	1/1/12	EDV/Base				FD	

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CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Actl. Start Date Deal Ctgy_Cde Lock Flg Rstr. Flg Prty Lvl Comments

Price Zone: CHICAGO/WISCONSIN

FS WH BTG UM C4 RECPLEX -	16.9OZ PLPK12/2	Water_PET_16.9oz 12P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_16.9oz 12P_Aquafina													
	16.9OZ PLPK24/1	Water_PET_16.9oz 24P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
	16.9OZ PLPK24/1CL	NCB_PET_16.9oz 24P_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
	16.9OZ PLPK24/1C1	NCB_PET_16.9oz 24P_Lipton TM_Lipton													
	16.9OZ PLPK6/4	Water_PET_16.9oz 24P_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.52	9/ \$99.00	1/1/12	EDV/Base			FD	
	16.9OZ PLPK6/4S	CSD_PET_16.9oz 6P_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
		CSD_PET_16.9oz 6P_All TMs_All													
		NCB_PET_16.9oz 6P_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_16.9oz 6P_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$11.26	9/ \$99.00	1/1/12	EDV/Base			FD	
	16OZ AL BTL 1/24	CSD_Aluminum_Can 16oz 24L_Mt Dew	EDV 9/\$99.00	Y	Y	6/18/12	8/31/12	\$12.00	9/ \$99.00	6/18/12	EDV/Base			FD	
	16OZ CN 1/12	Inven: 16OZ CN NO FEAR 1/12	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.88	9/ \$99.00	1/1/12	EDV/Base			SFOD	
		NCB_Aluminum_Can 16oz 12L_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.12	9/ \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 16oz 12L_Rockstar													

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Price	Retail Price	Actl. Start Date	Deal Ctry_Cde	Lock Flg	Rstr. Flg	Prity Lvl	Comments
FS WH BTG UM C4 RECPLEX -	16OZ CN 1/12	NCB_Aluminum_Can 16oz 12L_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.12	9 / \$99.00	1/1/12	EDV/Base			FD	
	16OZ CN 1/24	NCB_Aluminum_Can 16oz 24L_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$44.23	9 / \$99.00	1/1/12	EDV/Base			FD	
	16OZ CN 12/1FM	NCB_Aluminum_Can 16oz 12L_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.12	9 / \$99.00	1/1/12	EDV/Base			FD	
	16OZ CN 4/6	NCB_Aluminum_Can 16oz 4P_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$44.23	9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 16oz 4P_Energy													
		NCB_Aluminum_Can 16oz 4P_Rockstar													
	16OZ PL 1/12	NCB_PET_16oz 12L_Gatorade	EDV 9/\$99.00	Y	Y	3/14/12	12/31/12	\$16.22	9 / \$99.00	3/12/12	EDV/Base			FD	
	16OZ PL PK 4/6	Water_PET_16oz 4P_SoBe TM_SoBe	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.03	9 / \$99.00	1/1/12	EDV/Base			FD	
	18.5OZ PL 1/12	NCB_PET_18.5oz 12L_Lipton TM_All	EDV 9/\$99.00	Y	Y	4/1/12	12/31/12	\$11.93	9 / \$99.00	4/1/12	EDV/Base			FD	
	18.5OZ PL 12/1	NCB_PET_18.5 12P_Lipton TM_All													
	18.5OZ PL 6/2	NCB_PET_18.5oz 6P_Lipton TM_All													
	1L CRTN 1/12	Water_Carton_1 Liter 12L_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$43.26	9 / \$99.00	1/1/12	EDV/Base			FD	
	1L PL 1/12	CSD_PET_1 Liter 12L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.20	9 / \$99.00	1/1/12	EDV/Base			FD	
	1L PL 1/12S	Water_PET_1 Liter 12L_SoBe TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$18.54	9 / \$99.00	1/1/12	EDV/Base			FD	
	1L PL 1/15	CSD_PET_1 Liter 15L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.20	9 / \$99.00	1/1/12	EDV/Base			FD	

Price Zone: CHICAGOWISCONSIN

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012 For All Deals that are Printable and Not Printable

Customer ID and Name: FS WH BTG UM C4 RECPLEX -
 Package: 1L PL 1/15
 Brand/Product Group: CSD_PET_1 Liter 15L_All TMs_All
 Deal Name: EDV 9/\$99.00
 Sent: Y
 Force: Y
 Begin Date: 1/1/12
 End Date: 12/31/12
 Net Retail Price: \$20.26
 Price: 9 / \$99.00
 Actl. Start Date: 1/1/12
 Deal Cgy_Cde: EDV/Base
 Lock Flg: FD
 Rstr. Flg: FD
 Prity Lvl: FD
 Comments:

Price Zone: CHICAGO/WISCONSIN

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Retail Price	Actl. Start Date	Deal Cgy_Cde	Lock Flg	Rstr. Flg	Prity Lvl	Comments
FS WH BTG UM C4 RECPLEX -	1L PL 1/15	CSD_PET_1 Liter 15L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		NCB_PET_1 Liter 15L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		NCB_PET_1 Liter 15L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		Water_PET_1 Liter 15L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
	1L PL 1/15S	CSD_PET_1 Liter 15L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		NCB_PET_1 Liter 15L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		NCB_PET_1 Liter 15L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
		Water_PET_1 Liter 15L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
	1L PL 4/4	Water_PET_1 Liter 4P_Ethos TM_Ethos	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$23.64	1/1/12	EDV/Base			FD	
	1L PL BS 1/12S	CSD_PET_1 Liter 12L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$16.20	1/1/12	EDV/Base			FD	
	1L PL BS 1/15	CSD_PET_1 Liter 15L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
	1L PL BS 1/15S	CSD_PET_1 Liter 15L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
	1OZ CRTN 1/16	NCB_PET_1 Liter 15L_Lipton TM_Lipton	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.26	1/1/12	EDV/Base			FD	
	2 OZ PL 1/24	NCB_Carton_1oz 16L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	5/22/12	12/31/12	\$18.82	5/22/12	EDV/Base			FD	
	2.5OZ PL 1/12	NCB_PET_2oz 24L_Energy TM_AMP	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$39.34	1/1/12	EDV/Base			FD	
		NCB_PET_2.5oz 12L_Rockstar												

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Retail Price	Acct. Start Date	Deal Ctg_Cde	Lock Fig	Rstr. Fig	Prity Lvl Cde	Comments
FS WH BTG UM C4 REPLEX -	2.5OZ PL 1/12	NCB_PET_2.5oz 12L_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$21.86 9 / \$99.00	1/1/12	EDV/Base			FD	
	2.5OZ PL 2/6	NCB_PET_2.5oz 2P_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$21.86 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ NR 1/12	NCB_Glass_20oz 12L_SoBe TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.20 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ PL 1/12	Water_PET_20oz 12L_SoBe TM_SoBe	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.28 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ PL 1/15	NCB_PET_20oz 15L_Lipton TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.45 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ PL 1/24	CSD_PET_20oz 24L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Lipton TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Tampico	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$17.61 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Tropicana	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_20oz 24L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.28 9 / \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_20oz 24L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$13.50 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ PL 1/24 SW	Water_PET_20oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$28.71 9 / \$99.00	1/1/12	EDV/Base			FD	
	20OZ PL 1/24S	CSD_PET_20oz 24L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.28 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Hawaiian Punch	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.52 9 / \$99.00	1/1/12	EDV/Base			FD	

Price Zone: CHICAGO/WISCONSIN

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012

For All Deals that are Printable and Not Printable

Customer ID and Name	Package	Brand/Product Group	Deal Name	Sent	Force	Begin Date	End Date	Net Retail Price	Actl. Start Date	Deal Ctry_Cde	Lock Flg	Rstr. Flg	Prity Lvl Cde	Comments
FS WH BTG UM C4 RECPLEX-	200Z PL 1/24S	NCB_PET_20oz 24L_Hawaiian Punch	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Lipton TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Sunny Delight	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Tampico	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$17.61 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Tropicana	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_20oz 24L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$14.63 9 / \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_20oz 24L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.28 9 / \$99.00	1/1/12	EDV/Base			FD	
		Water_PET_20oz 24L_Aquafina	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$13.50 9 / \$99.00	1/1/12	EDV/Base			FD	
	200Z PL LNK 1/12	NCB_PET_20oz 12L_SoBe TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.20 9 / \$99.00	1/1/12	EDV/Base			FD	
	200Z WM PL 1/24	NCB_PET_20oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.52 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_20oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$28.71 9 / \$99.00	1/1/12	EDV/Base			FD	
	210Z PL 1/24S	Water_PET_20oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.15 9 / \$99.00	1/1/12	EDV/Base			FD	
	220Z PL 1/12	CSD_PET_21oz 24L_All TMs_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$41.52 9 / \$99.00	1/1/12	EDV/Base			FD	
	240Z CN 1/12	NCB_PET_22oz 12L_Rockstar	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$26.22 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 24oz 12L_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$26.22 9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_Aluminum_Can 24oz 12L_Energy												

Price Zone: CHICAGO/WISCONSIN

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012 For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Actl. Start Date Deal Cgy_Cde Lock Flg Rstr. Flg Prity Lvl Comments

Price Zone: CHICAGO/WISCONSIN

FS WH BTG UM C4 RECPLEX-	24OZ CN 1/12	NCB_Aluminum_Can 24oz 12L_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$26.22 9 / \$99.00	1/1/12	EDV/Base			FD	
	24OZ PL 1/24	NCB_Aluminum_Can 24oz 12L_Rockstar	EDV 9/\$99.00	Y	Y	3/15/12	12/31/12	\$35.86 9 / \$99.00	3/12/12	EDV/Base			FD	
	2L PL 1/8	NCB_PET_24oz 24L_Gatorade	EDV 9/\$99.00	Y	Y	3/17/12	12/31/12	\$31.75 9 / \$99.00	3/12/12	EDV/Base			FD	
	2L PL 1/8S	CSD_PET_2 Liter 8L_All TMs_All Brands	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$10.97 9 / \$99.00	1/1/12	EDV/Base			FD	
		CSD_PET_2 Liter 8L_All TMs_All Brands												
		NCB_PET_2 Liter 8L_Hawaiian Punch												
		NCB_PET_2 Liter 8L_Lipton TM_All												
		NCB_PET_2 Liter 8L_Sunny Delight												
		NCB_PET_2 Liter 8L_Tropicana												
	32OZ PL 1/15	NCB_PET_32oz 15L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$18.85 9 / \$99.00	1/1/12	EDV/Base			FD	
	33.8OZ CRTN 1/12	Water_Carton_1 Liter 12L_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$43.26 9 / \$99.00	1/1/12	EDV/Base			FD	
	4 OZ PL 1/20	NCB_PET_4oz 20L_Gatorade TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$22.30 9 / \$99.00	1/1/12	EDV/Base			FD	
	6.5OZ CN 1/12	NCB_Aluminum_Can 6.5oz 12L_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$19.47 9 / \$99.00	1/1/12	EDV/Base			FD	
	6.5OZ CN PK 4/6	NCB_Aluminum_Can 6.5oz 4P_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$38.94 9 / \$99.00	1/1/12	EDV/Base			FD	
	6.75OZ CRTN 8/4	Water_Carton_6.75oz 8P_ONE TM_All												

CUSTOMER PRICING REPORT

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

Date Range: 07/31/2012 - 07/31/2012 For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Actl. Start Date Deal Ctry_Cde Lock Fig Rstr. Fig Prity Lvl Cde Comments

Price Zone: CHICAGO/WISCONSIN

FS WH BTG UM C4 RECPLX -	6.75OZ CRTN 8/4	Water_Carton_6.75oz 8P_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.86	9 / \$99.00	1/1/12	EDV/Base			FD	
	8.3OZ CN PK 4/6	NCB_Aluminum_Can 8.3oz 4P_Energy	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$38.94	9 / \$99.00	1/1/12	EDV/Base			FD	
	8.5OZ CRTN 1/12	Water_Carton_8.5oz 12L_ONE TM_All	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.88	9 / \$99.00	1/1/12	EDV/Base			FD	
	9.5OZ CN 1/12	NCB_Aluminum_Can 9.5oz 12L_Seattles	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$12.36	9 / \$99.00	1/1/12	EDV/Base			FD	
	9.5OZ CN 4/6	NCB_Aluminum_Can 9.5oz 4P_Seattles	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$24.72	9 / \$99.00	1/1/12	EDV/Base			FD	
	9.5OZ NR 1/12	NCB_Glass_9.5oz 12L_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$15.65	9 / \$99.00	1/1/12	EDV/Base			FD	
	9.5OZ NR 12/1	NCB_Glass_9.5oz 12P_Starbucks													
	9.5OZ NR 4/6	NCB_Glass_9.5oz 4P_Starbucks	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$31.28	9 / \$99.00	1/1/12	EDV/Base			FD	
	GUM REG WRP 1/1:	NCB_PET_Gum 12L_Energy TM_AMP	EDV 9/\$99.00	Y	Y	1/1/12	12/31/12	\$20.16	9 / \$99.00	1/1/12	EDV/Base			FD	
		NCB_PET_Gum 12L_Energy													

Business Unit: Midwest Rgn
 Market Unit: ALL
 Location: ALL

CUSTOMER PRICING REPORT

Date Range: 07/31/2012 - 07/31/2012 For All Deals that are Printable and Not Printable

Customer ID and Name Package Brand/Product Group Deal Name Sent Force Begin Date End Date Net Retail Price Price Actl. Start Date Deal Ctry_Cde Lock Flg Rstr. Flg Prty Lvl Cde Comments

Price Zone: CHICAGO/WISCONSIN

FS WH CL UM C4 RECPLEX POLAR -	CUP	Inven: CUP 12OZ PL PSHOCK	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$106.97	9 / \$99.00	1/12/12	EDV/Base			FD	
		Inven: CUP 16OZ PL PSHOCK	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$128.00	9 / \$99.00	1/12/12	EDV/Base			FD	
		Inven: CUP 24OZ PL PSHOCK	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$90.85	9 / \$99.00	1/12/12	EDV/Base			FD	
		Inven: CUP 24OZ PL THEMATIC SLUSH	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$84.00	9 / \$99.00	6/6/12	EDV/Base			SFOD	
		Inven: CUP 32OZ PL SIB CHILL	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$81.00	9 / \$99.00	6/6/12	EDV/Base			FD	
		Inven: CUP SIB CHILL	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$84.00	9 / \$99.00	6/6/12	EDV/Base			FD	
		Inven: P 16OZ PL SIBERIAN CHILL	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$117.98	9 / \$99.00	6/6/12	EDV/Base			FD	
		Inven: P 16OZPEP THEMATIC SLUSH	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$117.98	9 / \$99.00	6/6/12	EDV/Base			FD	
	LID	Inven: LID 12/16/24OZ DM CLR	EDV 9/\$99.00	Y	Y	1/12/12	12/31/12	\$55.65	9 / \$99.00	1/12/12	EDV/Base			FD	
		Inven: LID 12/20OZ PL SIB CHILL	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$51.66	9 / \$99.00	6/6/12	EDV/Base			FD	
		Inven: LID 32OZ PL SIB CHILL	EDV 9/\$99.00	Y	Y	6/7/12	12/31/12	\$68.00	9 / \$99.00	6/6/12	EDV/Base			FD	

Staff Report

To: Pleasant Prairie Village Board Members
CC: Mike Pollocoff, Village Administrator
Carol Willke, Director of Recreation
Kathy Goessl, VPP Finance Director
From: Chris Finkel, Business Director
Date: 8/2/2012
Re: Chapter 242: Parks and Recreation Permit Request

This memo concerns Chapter 242 of the Municipal Code as it pertains to Park Permits.

§ 242-2. Permits.

All permits issued pursuant to this section shall be obtained before the proposed activity.

A. The following actions are permitted with a written permit from the Village Board:

Piccadilly Circus is requesting a park permit August 27-Sept 2, 2012 for picnic Site #1 in Prairie Springs Park located at the South East corner of HWY. 165 and Terwall Terrace.

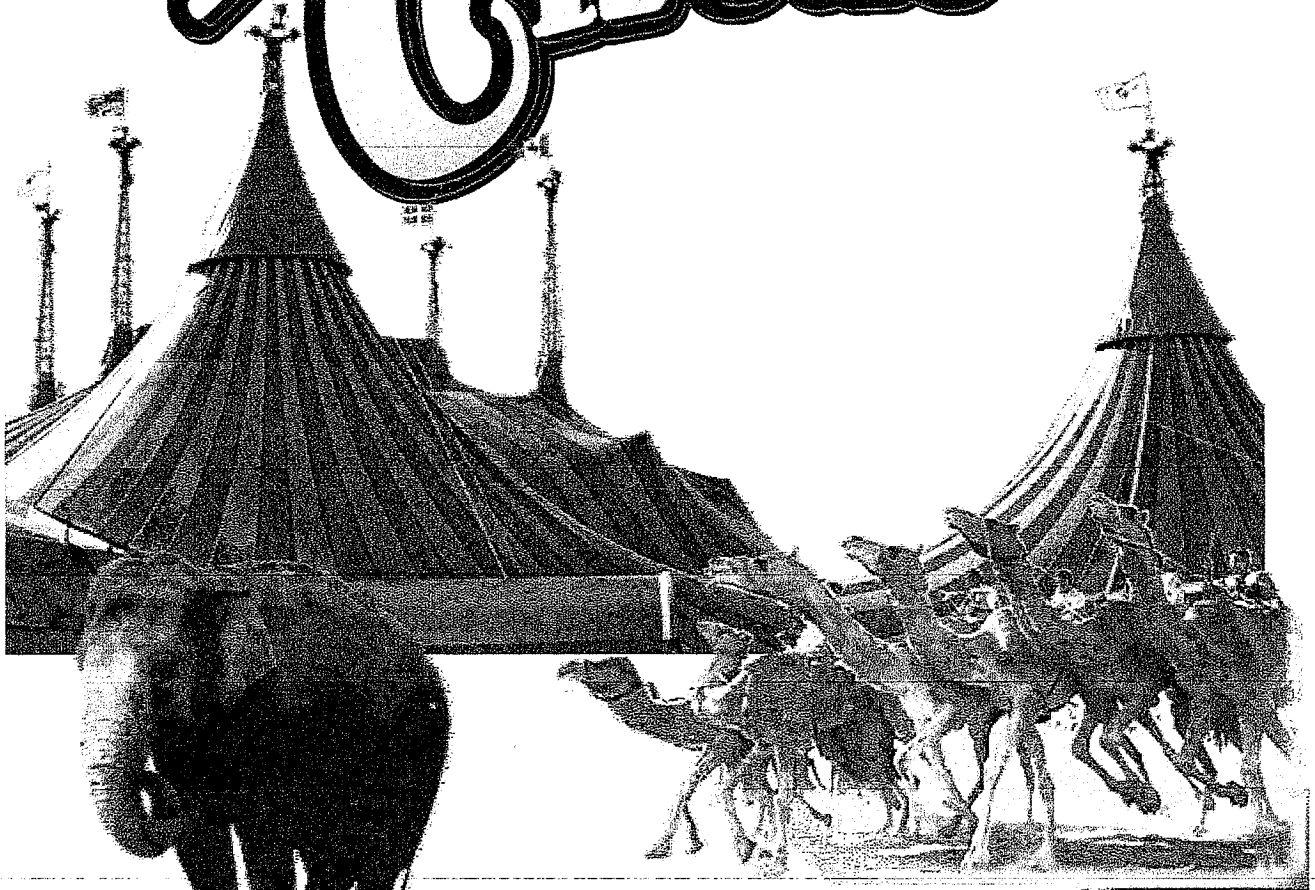
(1) Any person, group or organization may hold or take part in any musical, theatrical or other entertainment, or any parade, procession, public meeting or gathering of any kind, or make any political or religious address, oration or demonstration of any kind, or use any loudspeaker or amplifying equipment in any park only with written permission.

F. Compliance with rules and regulations. A permittee shall be bound by all of the park rules and regulations and all applicable ordinances fully as though the same were inserted in such permit, except to the extent that the permit otherwise specifies. **See attached documentation.**

The permit requestor has complied with ordinance and permit regulations, has responded to all Village Department requests and is a family friendly event that would benefit the local community and the Village of Pleasant Prairie, the staff is recommending approval of the permit for Piccadilly Circus.

Approval of permit will be recommended to the Village Board on the 6th of August, 2012. Thank you for your consideration.

Piccadilly Circus



SHOW MANUAL

2012-2013

www.TheFunCircus.com



August 2, 2012

To whom this may concern:

Piccadilly Circus will be performing at the Village of Pleasant Prairie RecPlex Monday, August 27-Sunday, September 2, 2012. The address of the RecPlex is 9900 Terwall Terrace, Pleasant Prairie, WI, 53158. Our show times are as follows:

Tuesday, August 28-Friday, August 31: 4:30 & 7:30

Saturday, September 1: 1:30 & 4:30 & 7:30

Sunday, September 2: 1:00 & 3:30 & 6:00

Piccadilly Circus is a small family circus and we expect between 200-300 patrons per show, however, the tent will fit a maximum of 900 patrons at one time. Owned by the Garden Family, Niles Garden is President of the company and his address and telephone number are:

650 Central Ave. Suite 1

Sarasota, Fl. 34232

(941)552-9952

I have hired Lakeland Septic to take care of our 700 gallon septic tank which is located on our restroom trailer. This trailer has 8 restrooms and will be pumped out on Wednesday, Friday, and Sunday the week we are in Pleasant Prairie. A 30 yard dumpster has been ordered from the Big Red Box to take care of any waste we may have, and this will arrive August 27 and picked up September 3. Sarah has been contacted in public works, and application was sent to her July 30 for the meter, along with the location of the hydrant we will use. Our tent requires one 175 kw generator that illuminates the entire tent. In case of malfunction with the generator, all of our emergency lights and exit signs are backup battery powered.

Lieutenant Thomas Clark has been contacted and will inspect August 28 at a rate of \$95/hr. He has also required the Tent Manager, Ian Garden, to train in Crowd Management, which he completed July 25. Ian will be our on-site contact and his phone

number is (941)894-7659. I have spoken with Assistant Chief Mogensen in the Police Department, and he is aware of the dates and times of our shows for any emergency care needed. I have scheduled an inspection date and time with Brad Wozniak at the health department, and he will arrive August 28 for the inspection and payment of the temporary event permit. Peter Marhin is our concession manager, and his phone number is (941)735-3024.

I have sent along with this letter a layout of our Big Top Tent, location of exits and fire extinguishers, as well as emergency stations, and our electrical plan. If there are any questions, please call me at (941)552-9952, or e-mail me at Permits@TheFunCircus.com.

Respectfully,

Kerri Bonich
Piccadilly Circus
Permit Coordinator



From the
Producers of
World Famous
ICE CAPADES!

PICCADILLY CIRCUS *BLAST!* Is presented under a fabulous European Big Top that is climate controlled and every seat is a comfortable up-close, theatre-style seat. Combining the very best Circus artists from around the world; with traditional Circus animals that include a herd of elephants and the largest herd of performing camels on the planet – plus a free petting zoo, pony, camel and elephant rides.

Music, Lights and special effects that'll blow you away!

At this point we have completed the paperwork details with you and we look forward to moving into your city.

We have designed this Manual to assist you with the myriad of logistics.

Please read it and pro-act with us. Our office will contact you in a few days to answer any questions for you.

We look forward to working with you and your staff.

TheFunCircus.com



TECHNICAL INFORMATION

ARRIVAL / SET-UP

Show vehicles arrive between midnight and 6am on set-up day. If there is a variation we will advise you. Please be sure gates and grounds are open and ready for our arrival.

Set up time: 6:00 AM

DEPARTURE

Immediately following the last performance. Show vehicles leave immediately when loaded. Tear-Down is about 3 hours.

SHOW TIMES

Mon – Fri: 4:30 & 7:30pm; Sat: 1:30 & 4:30 & 7:30;
Sun: 1:00 & 3:30 & 6:00pm

ELECTRICAL

We carry our own portable generator system and electricians.

No electricity is required from you.

WATER

We require one faucet or hydrant located within 200 feet of our set-up area.

LICENSES & PERMITS

Our Permits Department will obtain any City / County, Fire, Animal Control, Health and Police / Sheriff Department permits.

CONNESSIONS

We retain exclusive food / drink, souvenir, photo, parking, and ride rights and revenue.

CLEAN UP

We clean up the entire set-up and parking area. We arrange for a dumpster for manure and trash removal and for a mechanical sweeper if lot is asphalt. We professionally seal any holes made in asphalt.

SECURITY

We provide all necessary security for performance, backstage and patron parking areas. (If applicable)

TOUR MANAGEMENT

Show Manager arrives with the show and is available at the lot throughout the run.

Our show office wagon opens at 9am until 10pm each day.

RESTROOMS

We carry our own restroom trailer with adequate facilities.

INSURANCE

CERTIFICATE	See the pocket of the back cover of this Show Manual.
INCIDENT REPORT SHEETS	<p>A master form for you to copy and fill out in the event of an accident / incident follows.</p> <p>In the event of an incident and it is necessary to fill out an incident report please fax one copy to:</p> <p style="text-align: center;">CIRCUS AMERICA INC. FAX 941-552-9954</p>
MESSAGE FROM OUR RISK MANAGEMENT DEPARTMENT	<p>Safety is our 'Number One' priority! PICCADILLY CIRCUS prides itself on our excellent safety record.</p> <p>All plans for structures, layouts etc. are carried with the show and available at our show office. All structures are approved and stamped by certified engineers.</p> <p>We are inspected prior to opening by Fire and other local officials.</p> <p>You are welcome to join our "Pre-opening Safety Walk-thru". Contact our Show Manager for a time.</p>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
7/25/12

PRODUCER
203-931-7095
Specialty Insurance, LTD-Tom Plouffe
P.O. Box 16901
West Haven, CT 06516

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY **A** RIVERPORT INSURANCE COMPANY
- COMPANY **B** JAMES RIVER INSURANCE COMPANY
- COMPANY **C**
- COMPANY **D**

INSURED
Circus America, Inc. dba Piccadilly Circus & Ice Capades
650 Central Avenue, Suite 1
Sarasota, FL 34236

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	S0125501-00-12	7/27/12	7/27/13	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	00049324-0-12	7/27/12	7/27/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER Interest: Sponsor				Event Dates: August 27-September 2, 2012

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured: Village of Pleasant Prairie RecPlex and their respective members, directors, officers, employees and agents; And the City of Pleasant Prairie and County of Kenosha.

CERTIFICATE HOLDER

Village of Pleasant Prairie RecPlex
9900 Terwall Terrace
Pleasant Prairie, WI. 53158

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

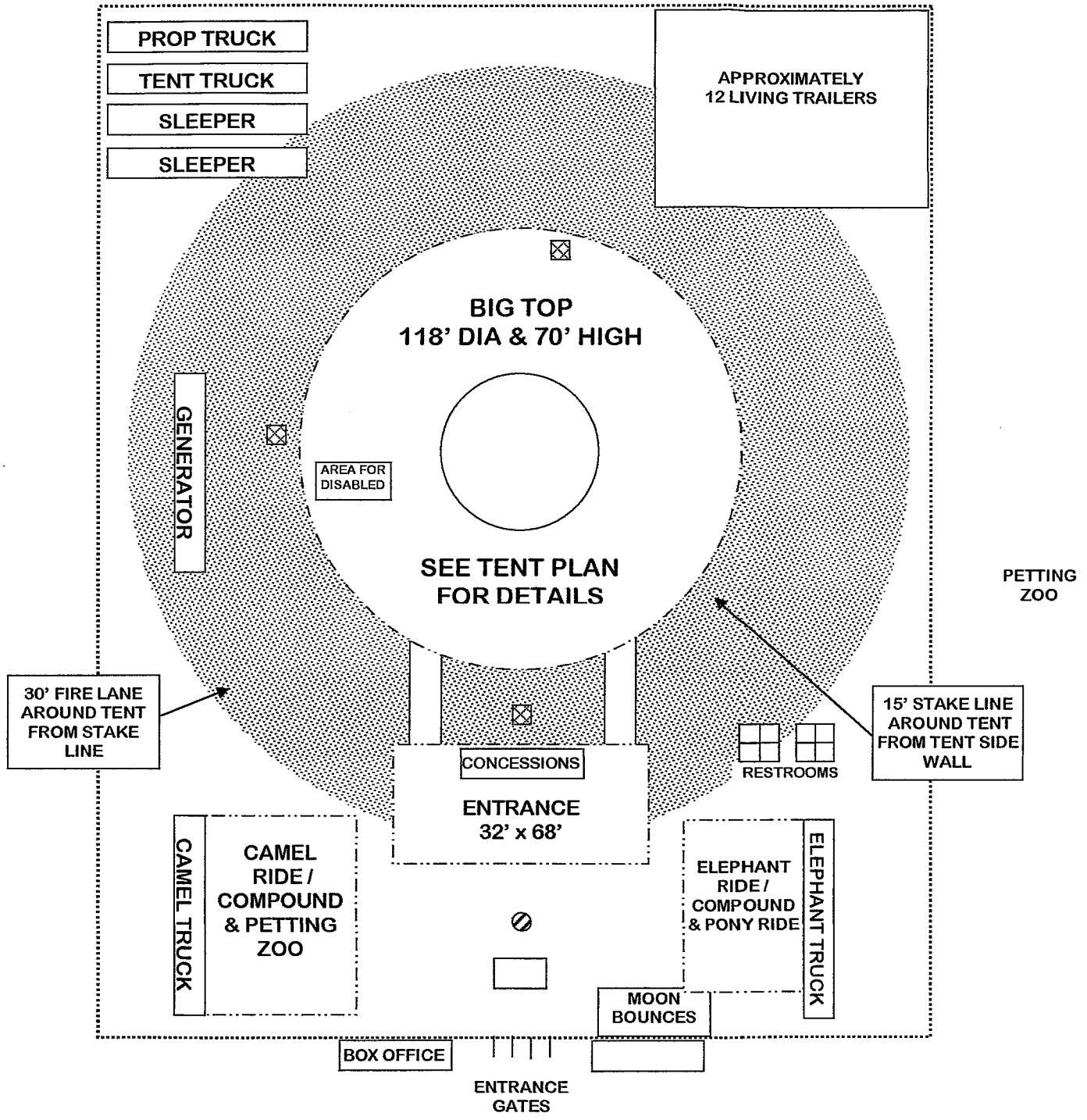
Thomas A. Plouffe



FACT SHEET

	SHOW DATE	
	SHOW CITY	
	SHOW PLACE	
	SHOW TIMES	
SHOW CONTENT	<p>“REAL FAMILY FUN”! PICCADILLY CIRCUS <i>BLAST!</i> is music and traditional circus, with herds of elephants, dare-devils, racing camels, zany comedy and crazy fun. It’s all up so close you’ll feel the elephants breathe! Presented in a climate controlled Big Top that soars 80 feet in the air with luxury seating and state of the art lighting, sound and special effects that’ll blow your mind.</p>	
SHOW RUNNING TIME	<p>1 ½ hours including a 20 minute intermission. Our shows start on time!</p>	
TICKET PRICES	<p>Adults: \$30.00 General Admission & \$32.00 on show day \$38.00 VIP Seat / Chairs & \$42.00 on show day Children: \$11.00 General Admission \$19.00 VIP Seat / Chairs & \$21.00 on show day VIP: \$8.00 VIP Seat upgrade with free child’s ticket & \$10.00 on show day</p>	
TICKET DEALS AVAILABLE	<p>Free children’s tickets are distributed to area schools and selected stores. (Children must be accompanied by adult and only 2 children per adult). Adult tickets are buy one get one free online in advance of show. Information on our web www.thefuncircus.com.</p>	
HOW TO BUY TICKETS IN ADVANCE	<p>A) www.TheFunCircus.com B) 1-877-373-0477 C) Circus Box Office prior to each performance day</p>	
CREDIT CARDS	<p>Credit cards are accepted online prior to show day and at the box office on show day.</p>	
MARQUEE INFORMATION	<p>If you have a marquee, please place the following information on it about two weeks prior to show. (We do not pay for this and expect it as part of the rental agreement.)</p> <p style="text-align: center;">PICCADILLY CIRCUS Under The Big Top Day and Date Show Times or ____ Big Performances</p> <p>For the 7 days prior to show, at least 75% of the marquee time should be designated to our show.</p>	
WEB	<p>Use copy from ‘Show Content’; from ‘Ticket Prices / Deals’ and ‘How to Buy Tickets’ from above. Place photos and copy with a link to www.TheFunCircus.com on your website.</p>	
VOICE MESSAGE	<p style="text-align: center;">“PICCADILLY CIRCUS” “Under the Blue and Yellow Big Top!” Show Times and Dates Get FREE tickets everywhere! Tickets now at _____ or www.thefuncircus.com</p>	

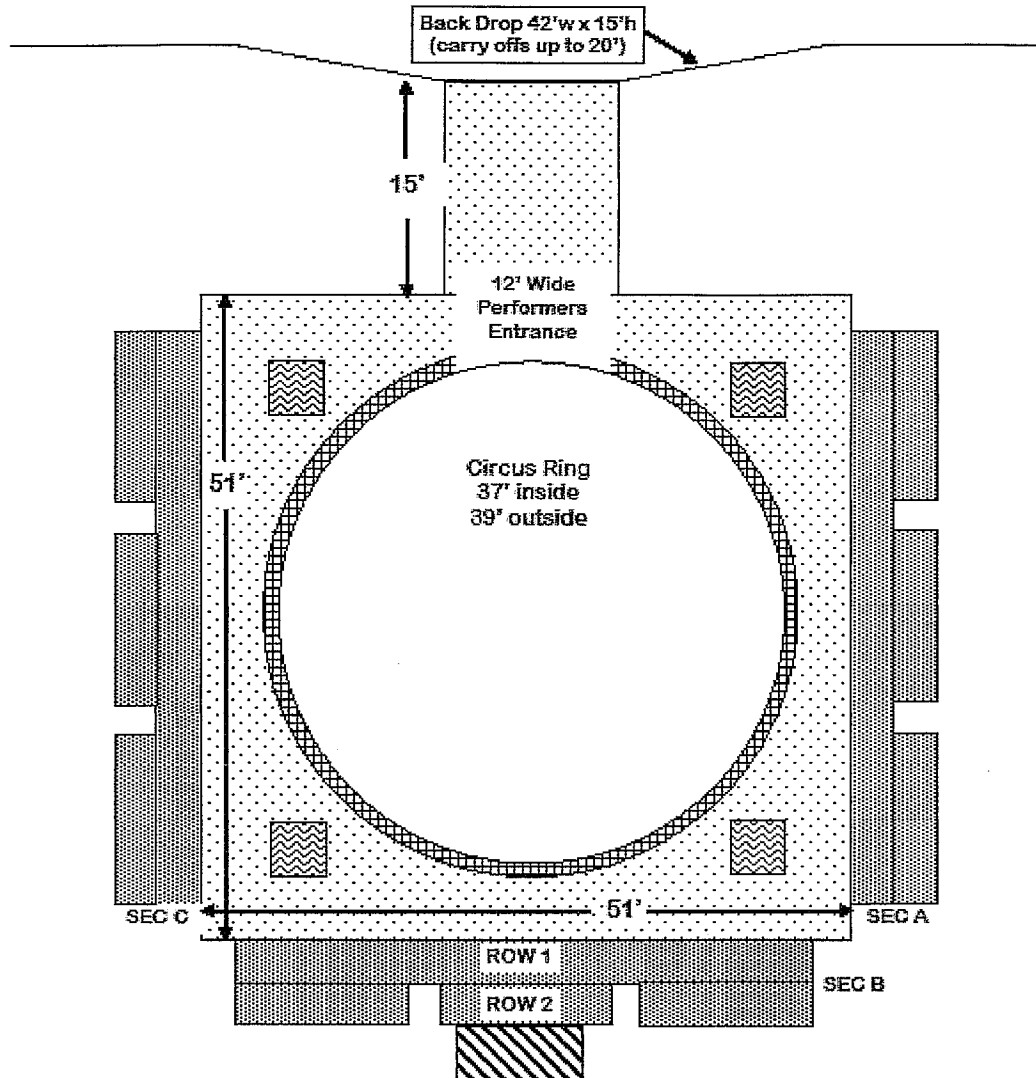
PICCADILLY CIRCUS BIG TOP SITE LAYOUT




2 TENTS AND 2 AWNINGS TOTAL
 Preferred area approximately 250' x 350'

—	FENCING
⊗	POWER BOX
⊙	LIGHT TOWER
- - -	TENT / AWNING
⋯	FIRE LANE

PICCADILLY CIRCUS BIG TOP RING LAYOUT




 VIP BOX SEATS 40'w X 6'd Row 1 = 26 chairs Row 2 = 24 chairs (with 3 breaks) per section (150 chairs total)

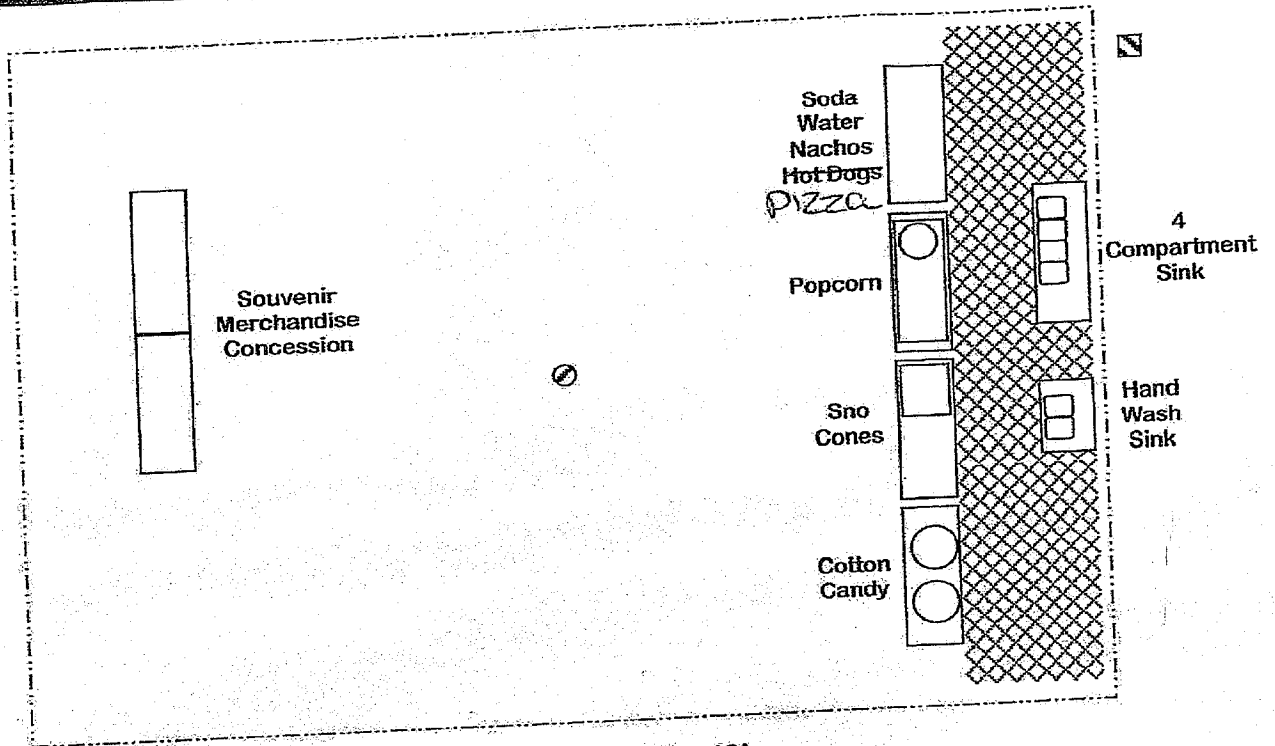
 King Pole Towers

 Ring Curb

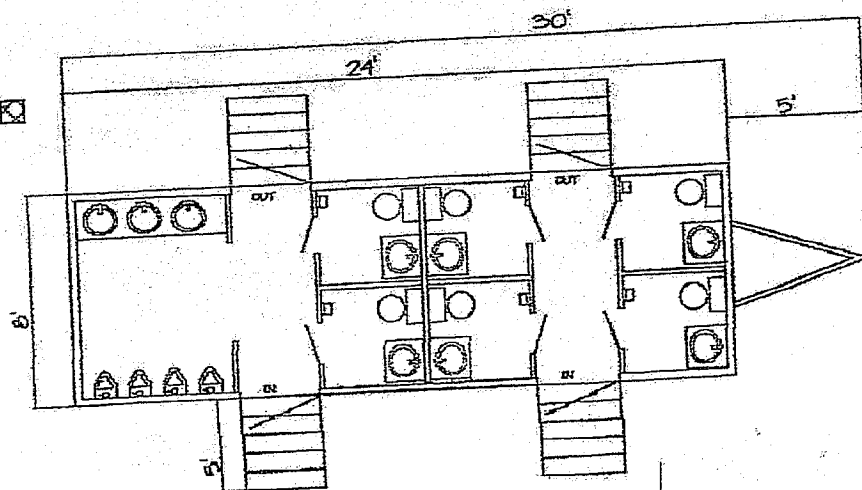
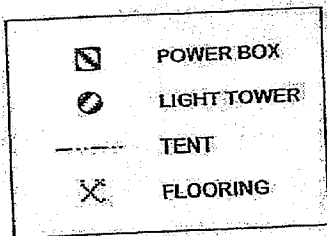
 Lights & Sound Control Console

 Carpet: 4 pieces 45' x 6'
1 piece 15' x 12'

CONCESSION STAND AND RESTROOM LAYOUT



ENTRANCE TENT 60' x 40'

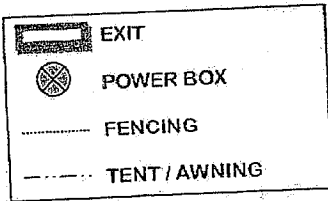


Classic Platinum Site Trailer

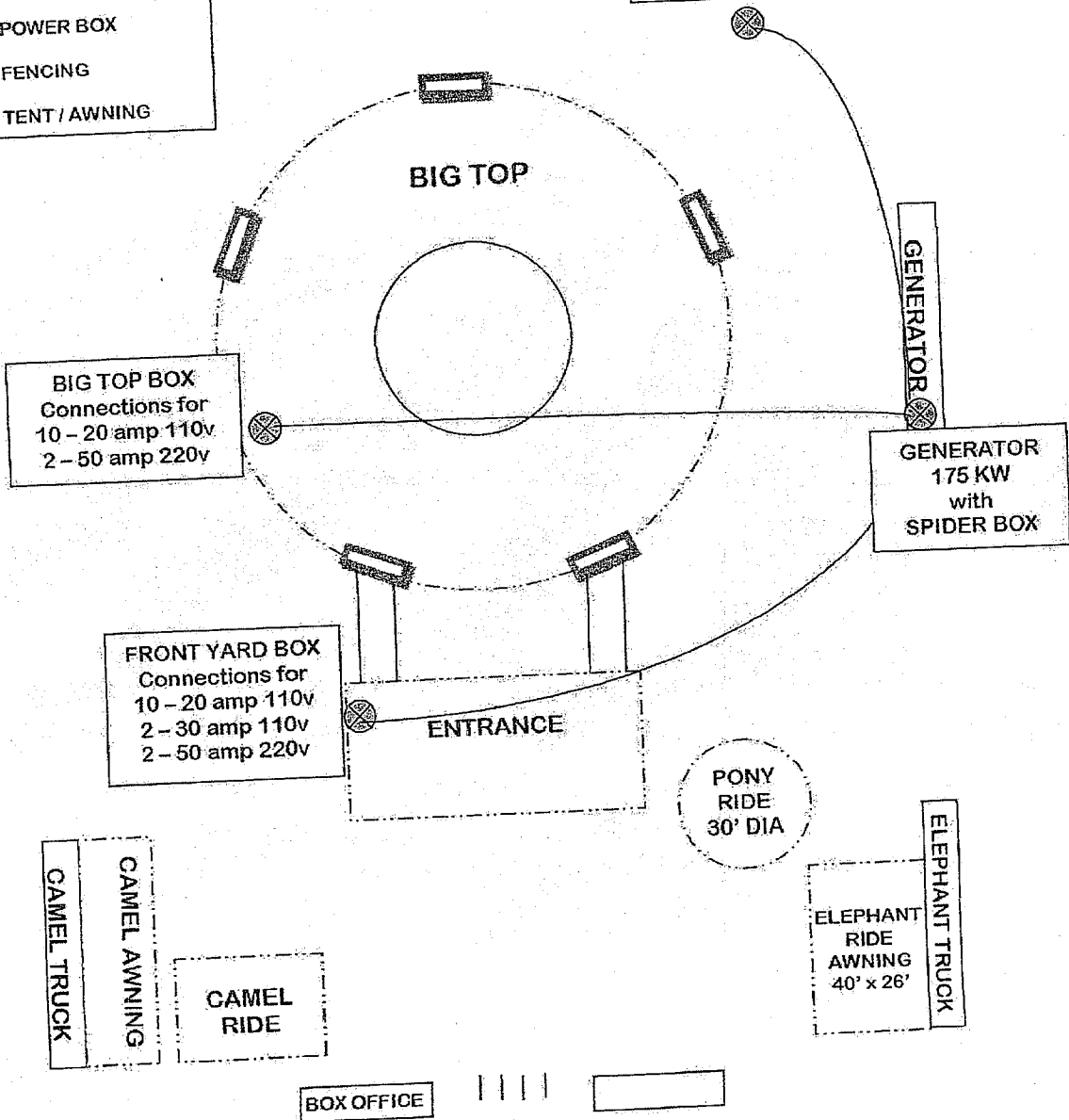
Height 11'7"

Piccadilly Circus

ELECTRICAL PLAN

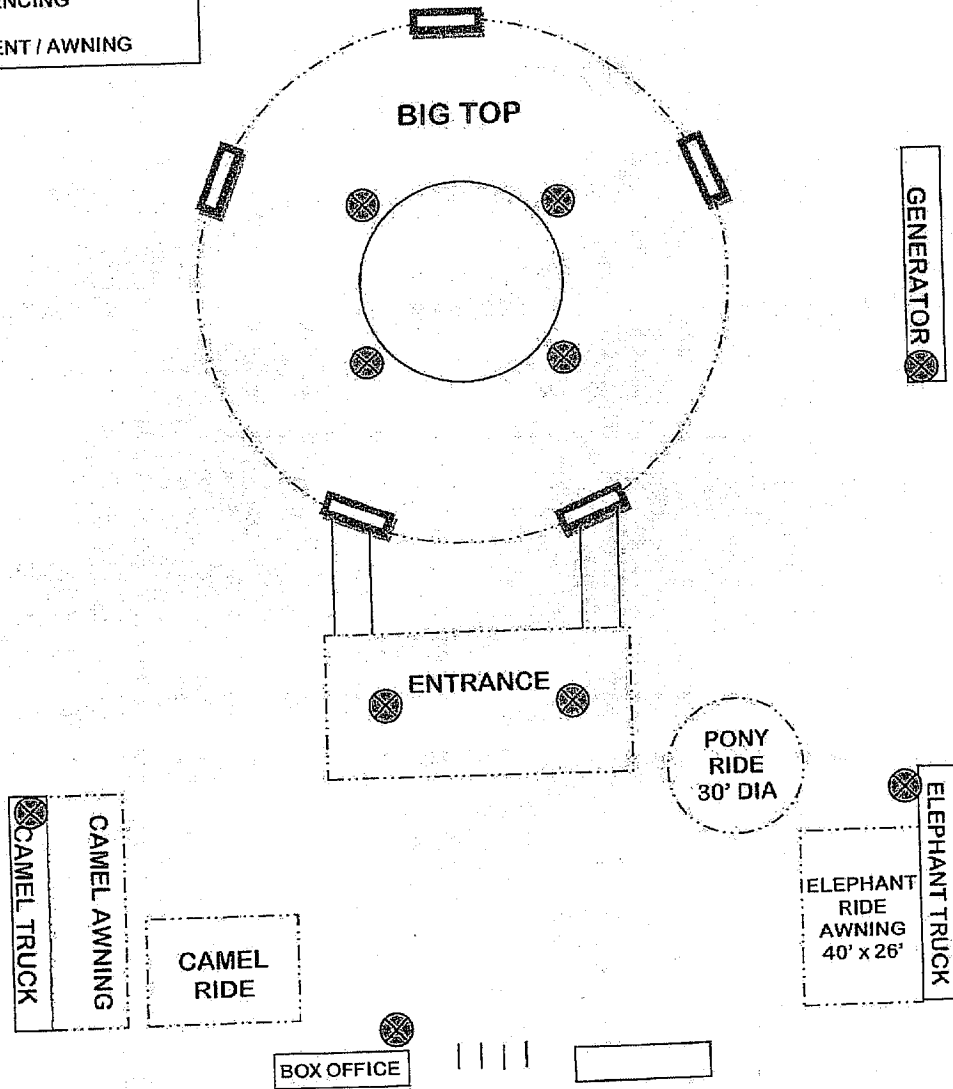
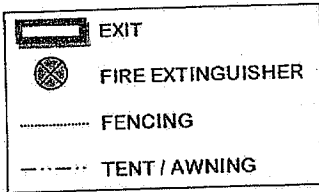


BACK YARD BOX
 Connections for
 8 - 30 amp 110v
 2 - 20 amp 110v
 3 - 50 amp 220v



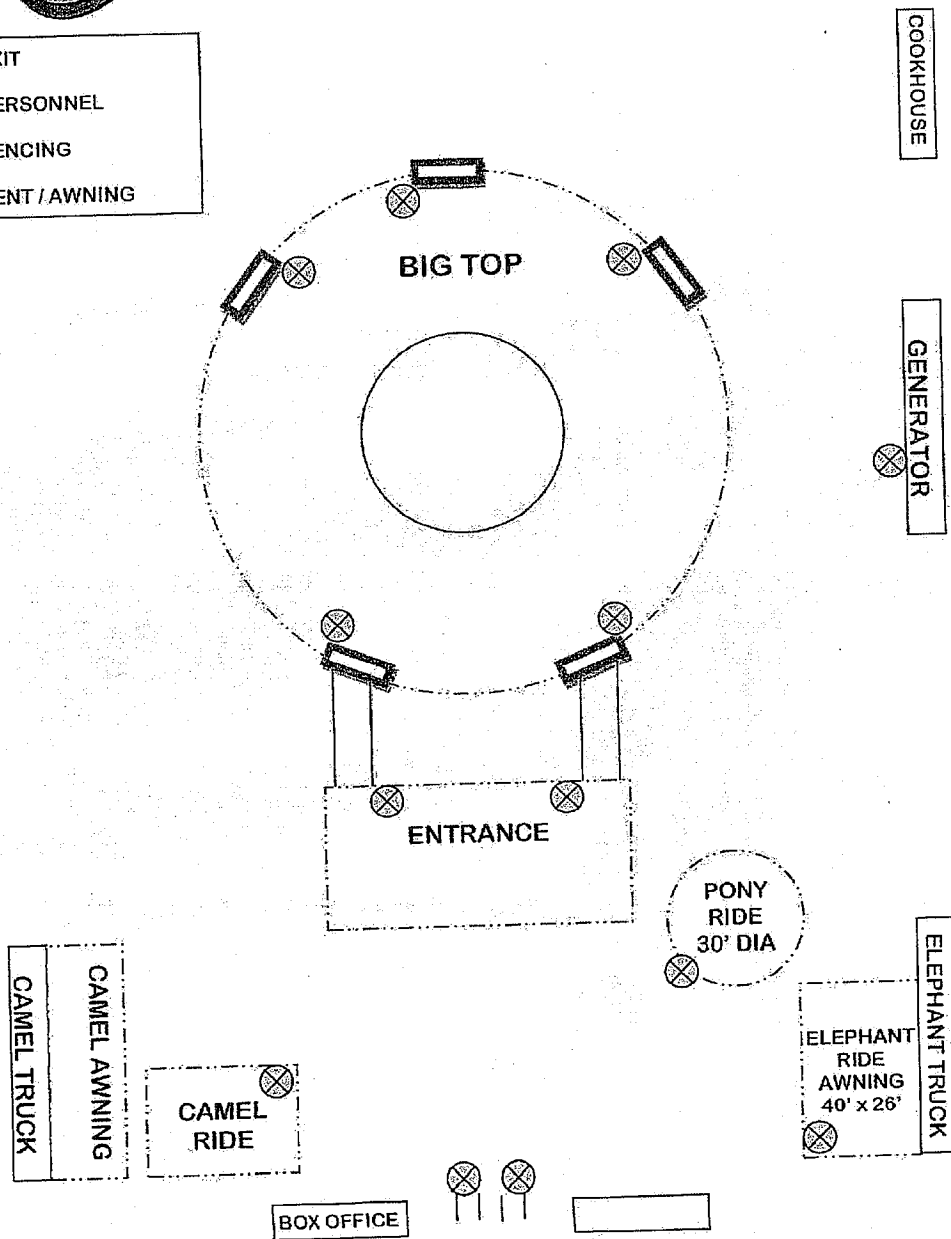
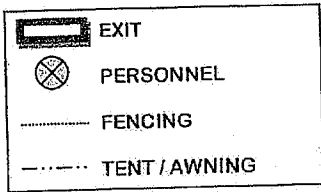
Piccadilly Circus

EXITS AND FIRE EXTINGUISHERS



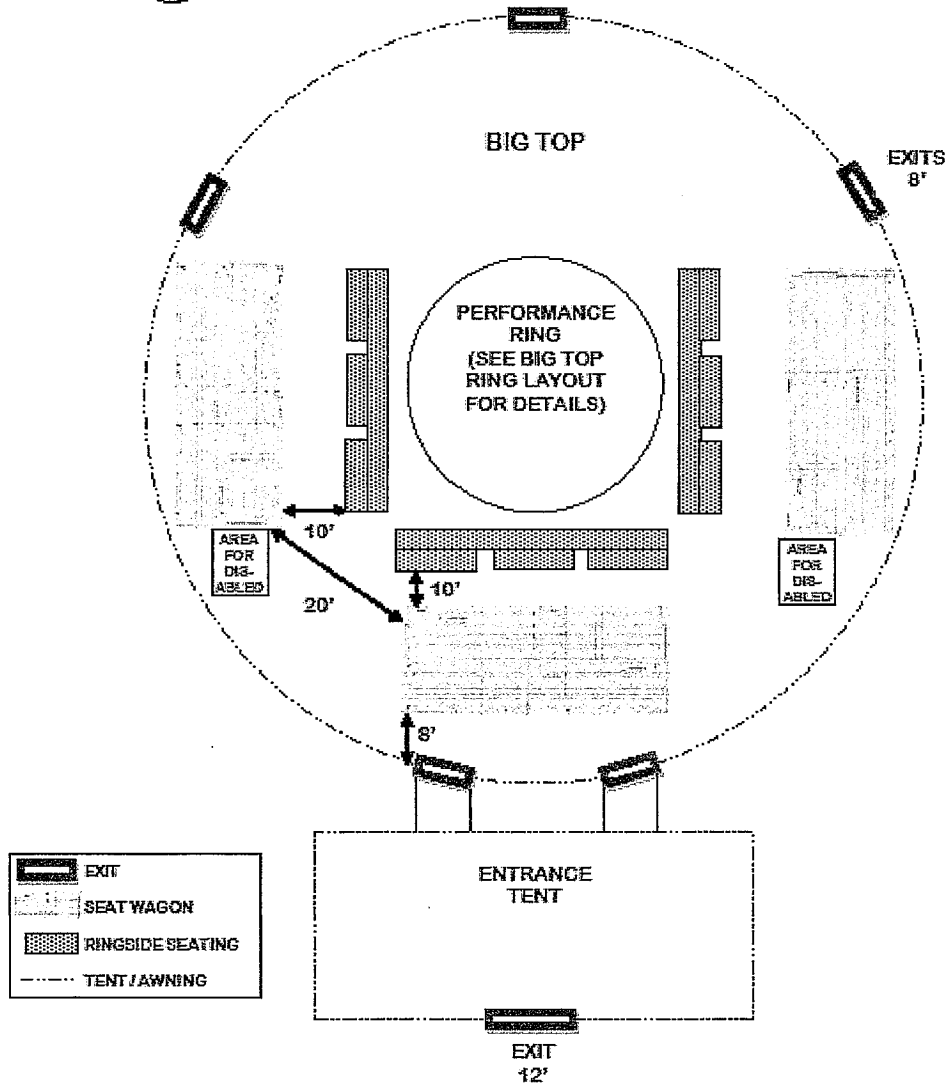
Piccadilly Circus

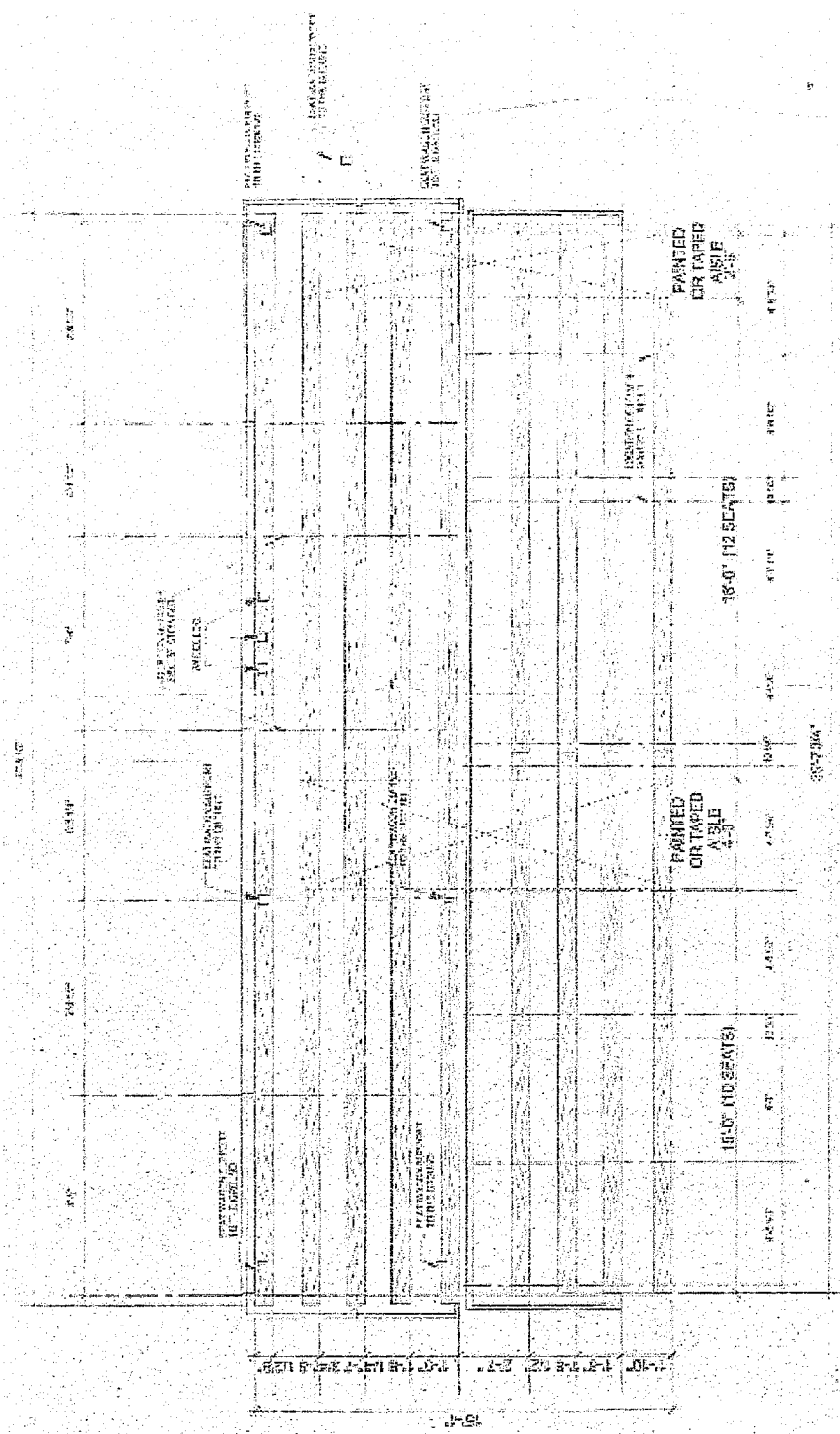
PERSONNEL EMERGENCY STATIONS



Piccadilly Circus

BLEACHER LAYOUT





SEAT WAGON #1
PLAN VIEW

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

8 ROWS @ 22 SEATS = 176
 1 ROW @ 27 SEATS = 27

SEATING CAPACITY = 208 SEATS

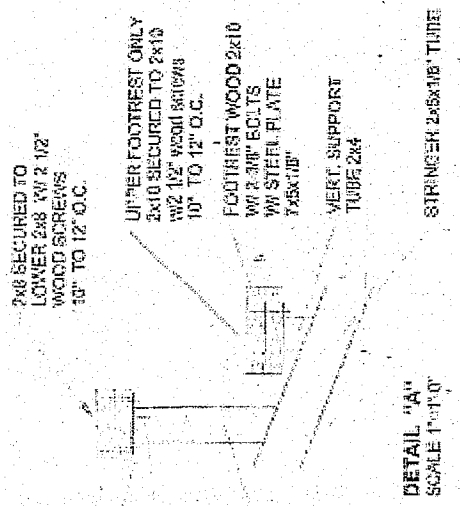
SEAT WAGON BLEACHER - COMPLY WITH NEW YORK STATE DEPT.
OF LABOR INDUSTRIAL CODE SECTIONS 35-3.7, C-1.2, 3. THEY ALSO
COMPLY WITH CHAPTER 4 OF N.F.P.A. 102, AND WITH THE NY CITY
BUILDING CODE FOR LOADING. DESIGN LOADS ARE:

SEAT BOARD & FOOT BOARD - 120 PLF

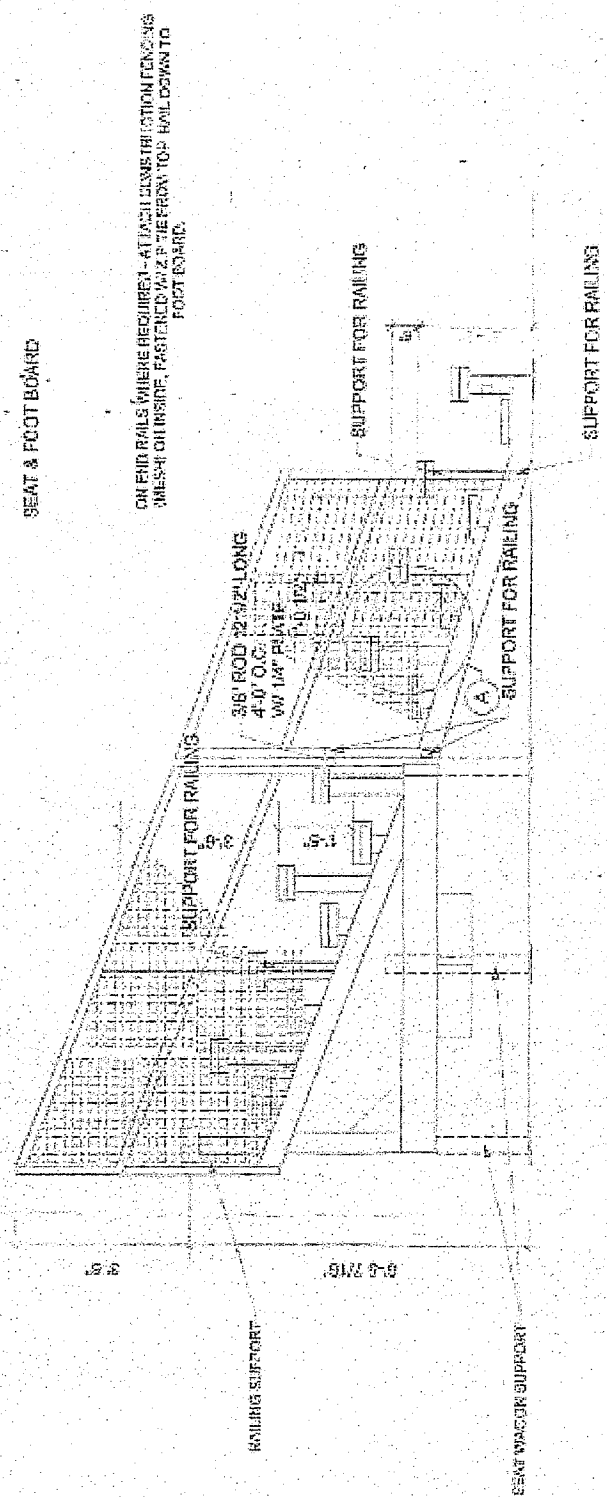
STRINGERS & OTHER SUPPORTS - 100 PSF GROSS PROJECTED HORIZONTAL AREA.

SUPPORT STRUCTURE - WIND LOAD OF 33 PSF AT ALL VERTICAL PROJECTIONS;
HORIZONTAL SWAY OF 24 PLF OF SEAT PARALLEL TO LENGTH;
AND 10 PLF OF SEAT PERPENDICULAR TO SEAT.

RAILING - CONCENTRATED LOAD OF 200 LBS. IN ANY DIRECTION,
UNIFORM LOAD OF 50 PLF HORIZ. & 100 PLF VERT. SIMULTANEOUSLY.



DETAIL "A"
SCALE 1"=1'-0"
SEAT & FOOT BOARD



SEAT WAGON #1
SCALE 1/2" = 1'-0"

9 SEATS HIGH
STRINGERS 2x6x1/8"
WOOD SEATS 2x8
W/ METAL VERT. 2x4x
WOOD FOOTREST 2x10
W/ METAL VERT. 2x4x

RAILINGS
SIDES 2x2 TUBE
BACK 2x2 TUBE

NOTE
REGARDING SEAT WAGON #2, #3, & #4

- 1. LENGTHS VARRIY SLIGHTLY**
#2 - 40'-3"
#3 - 39'-4"
#4 - 39'-8"
- 2. SEAT SUPPORT TUBES ARE 2x5.**

INCIDENT REPORT

ATTN: CLAIMS DEPARTMENT

Specialty Insurance

PO Box 16901

West Haven, CT 06516

203-931-7095 Fax 203-931-0682

tplouffe@peoplepc.com

(1) INSURED	Name CIRCUS AMERICA INC. / PICCADILLY CIRCUS		Cell Phone	Business Phone (941) 552-9952	
	Address 650 Central Ave., Suite 1		City Sarasota	St FL	
	Email		Contact Person	Zip 34236	
(2) ACCIDENT (TIME, PLACE & DESCRIPTION)	Date & Time of Accident (mm/dd/yyyy)		<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.		
	Location of Accident (City & State)				
	Name of Ride		Ride Operator Name		
	Description of Accident				
	Police Dept. Reported to: (include Name and Badge Number of Officer)				
(3) INJURED PERSON	Name		Age	<input type="checkbox"/> Married <input type="checkbox"/> Single	
	Address		Res. Phone	Bus. Phone	
	If Minor, Give Parents' Names				
	Employed by (Or School Attended)				
(4) THE INJURY	Describe Injury (Location on Body, Size of Wound, Bleeding, Loss of Consciousness, Etc.)				
	Where was Injured Taken After the Accident?				
	Treatment Rendered?		Did Injured Person Return to Event After Accident? <input type="checkbox"/> Yes <input type="checkbox"/> No		
(5) PROPERTY DAMAGE	Owner	Address		Res. Phone Bus. Phone	
	List Damage			Estimated Cost of Repairs	
(6) WITNESSES	Name	Address		Res. Phone Bus. Phone	
(7) COMMENTS OR STATEMENTS OF INJURED PARTY					
	Statement Heard By?		Address	Phone	
REPORT SUBMITTED BY	Name	Date	Position		

- IN CASE IF ACCIDENT!**
1. Remain calm.
 2. Fill out this form.
 3. Fax or mail to this address
 4. Serious injuries or death should be phoned in immediately
 5. **DO NOT ADMIT FAULT.** Do not discuss with anyone except police

ALL ACCIDENTS MUST BE REPORTED



LakeView RecPlex * Pleasant Prairie IcePlex
 9900 Terwall Terrace * Pleasant Prairie * WI * 53158
 RecPlex: 262-947-0437 IcePlex: 262-925-6755
 Fax: 262-947-8204



Facility Rental Agreement

Contact Information

Contact Person: Issac Johnson		Event: Piccadilly Circus	
Address: 650 Central Ave Suite # 1			
City: Sarasota		State: Florida	Zip: 34236
Phone: 941 552 9952			

Facility & Rental Information

Facility, Date and Time:	Rate:	Fee:
Picnic site # 1 from August 27, 2012 through Sunday September 1, 2012	\$2000.00	<u>\$2000.00</u>
Tax	Tax	<u>\$110.00</u>
Refundable security	Refundable security	<u>\$500.00</u>
total	total	<u>\$2610.00</u>
<p><i>Renter is responsible for dumpster rental; portable bathrooms; grounds clean up and any repair as needed; security; paid parking which is allowed only in the ball field pavilion lot which has 250 slots or grassy area of site # 1 (RecPlex main lot is member only and gated off); Street parking is free to all park goers; contacting the Village for ALL necessary permits or licenses and paying said fees directly to the Village; Also needs to stop at DPW and fill out a hydrant water meter form - cost for meter and water used.</i></p>		

Fee & Insurance Information

Rental Fee: yes	Liquor permit fee: no	Refundable security: yes
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Release and Indemnification Agreement/

I, the undersigned, hereby apply to reserve a designated area in the aforementioned LakeView RecPlex or Pleasant Prairie IcePlex for the purpose as specified on this rental agreement described below from the Village of Pleasant Prairie. I agree to abide by all of the rules, regulations, codes and ordinances of the Village of Pleasant Prairie and any and all rules or regulations posted at LakeView RecPlex or Pleasant Prairie IcePlex or provided to me. In addition, I the undersigned hereby take full responsibility for all persons who will be associated with the scheduled event and said reservation. I waive and release the Village of Pleasant Prairie and its employees and agents from all rights, claims, liabilities and damages for personal injury or property damage to myself or others, arising out of, or relating whatsoever in any manner as a result of the scheduled event for damages to any person or property. In addition, I, the undersigned hereby waive any claim for damages to my child or property and assume all risks and accept personal financial responsibility for these damages.

I, the undersigned hereby understand that any refundable deposit will be returned, within 21 days, upon Village inspection that there are no damages or loss of Village property to the reserved site. In addition, I, the undersigned will be held financially responsible for any costs associated with the loss or damage of Village property which may exceed the required deposit.

PERMIT TO CONSUME/POSSESS INTOXICATING LIQUOR IN ANY VILLAGE PARKS OR VILLAGE OWNED PROPERTY

Pursuant to Village Code, Parks and Recreation Chapter 242-2 (B), a permit from the Street and Parks Superintendent is required for consumption/possession of any intoxicating beverage in any Village Park or Village Owned Property. Intoxicating liquor and/or beer may not be sold and no alcohol and/or beer may be served to any minors. The legal drinking age in the State of Wisconsin is 21 years. The Undersigned agrees to protect, indemnify and save harmless the Village of Pleasant Prairie, its agents and employees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damages to any property or bodily injury to any person, whatsoever, that may rise from consumption of intoxicating liquor in any Village Park or Village owned property.

I am applying for a liquor permit for the above event; date and time: Yes _____ No x
 I have read and understand the above materials.

Signature: _____ Date: _____

Scheduled by: JB Staff signature: <i>Julie Beth</i>	Date booked: 6/22/12	Payment Received by:	Payment:	Cash
Liquor Approval Supervisor Signature		Payment Date:	Check	Charge

LakeView RecPlex/IcePlex/Prairie Springs Park/Village of Pleasant Prairie Rental Rules and Regulations

Facility Rules & Regulations

An adult supervisor must be present in all areas where children are present. All Aquatic Center & Fieldhouse rules apply to rentals.

Reservation & Payment Policy

To confirm a rental reservation the rental fee in full is due and the contract needs to be signed. Refundable deposits are due one month prior if paying with a check or 3 days prior with credit card. Special events/multiple reservations may require additional monies to be applied.

If you have not paid your reservation is not confirmed. All forms must be signed and returned.

Cancellation/Rescheduling Policy for Meeting Space/Parks/Shelters

Any rental canceled or rescheduled within 30 days of the original scheduled event, a fee no less than 1/2 of the total fees will be charged. Guests changing reservation dates or canceling prior to 30 days before the event will pay a change fee to be determined usually no less than \$50. No refunds due to inclement weather.

Facility Deposit

A refundable deposit, stated on rental agreement, shall be paid to the Village for rental of the facility. The amount of deposit will vary dependent on area reserved. This deposit will be returned upon inspection that there is no damage or loss of Village property to the reserved site. Refunds may take up to 4 weeks.

Special Permits: approval from the Village Board is required for any of the following activities

- Musical, theatrical or other entertainment, parade, procession, public meeting, or gathering of any kind, political or religious address, oration or demonstration of any kind.
 - Use of loudspeaker or amplifying equipment for outdoor events.
 - The sale or offer for sale of any article or performing any service for hire or solicit for any trade, occupation, business, or profession.
 - Place or carry any structure, bulletin board or advertising device of any kind, or post any notice.
- NOTE: Alcoholic beverages may not be sold without the appropriate license. Please contact the Village Hall regarding alcohol sales licenses.

Village of Pleasant Prairie Park Rentals Additional Information

The Beach Pavilion at Lake Andrea has 9 5' round tables, 75-90 chairs, 4 rectangle tables as well as a refrigerator and wood burning fireplace. (Firewood not included.) The pavilion is kept at 70 degrees year round. It seats 72 comfortably. The kitchen is available after Labor Day until Memorial Day for a nominal fee. The kitchen is for storage and warming only not baking. No fog machines or confetti in any location.

Lakeview Studio includes tables and chairs for up to 100. Set up from 101-150 available for an additional fee. After hours fee applies.

The Ball Field Pavilion seats up to 120 on picnic tables. It is an open-aired shelter. It is available for rental and has electricity and lighting.

Ball diamonds are not included in the rental but may be used if available. To have the fields groomed and the field lights on -rental would be required. Staff usually does not check the groups in and out at the ball pavilion but will have signs posted.

Rental time at either pavilion is a minimum of 3 hrs. and includes your set up and clean up time. You will be greeted 5- 10 minutes prior to your rental start time at the beach pavilion and a staff member will return at your scheduled departure time to go over the rental checklist with you.

Security deposits of \$100.00 will be required at the Beach and Ball Field Pavilions and possibly the Lakeview Studio. Security deposits will be refundable after final inspection within 4 weeks.

Alcohol Permit Required for Consuming/Possessing Alcoholic Beverages on any Village Property

A \$35 non-refundable Permit Application Fee shall be submitted for securing the alcoholic permit. Alcohol permits are subject to approval.

Alcoholic Beverage Deposit

A \$250 refundable deposit shall be paid to the Village in addition to the non-refundable Permit Application Fee.

To apply for a liquor permit you need a reservation. The permit, if approved, will be issued for the exact time of the reservation only and will only cover areas rented. Your facility rental agreement will have additional permit information.

Picnic site rentals having 200 or more guests will need to rent porta-potties and sinks.

Tent rentals are available through the Village of Pleasant Prairie. Guests renting tents from outside companies will need to inform Guest Services and are responsible for getting approval to set up the tent plus will need to pay a tent permit fee. Only tent sizes not available through the Village are allowed on site. Non Village owned tents must be put up and taken down only during rental time frame.

Summer rentals do not include Lake Andrea beach front access. Guests may purchase beach day passes or RecPlex day passes also include beach access. Members of the LakeView RecPlex do have complimentary access to the beach.

Important Rental Information

***Park rentals do not include access to the beach.**

***Your reservation rental time needs to include any set up, decorating and clean up time as needed. Early start and late end times result in additional fees.**

***All forms need to be signed and returned prior to party date.**

***Renters must be over the age of 21 and there must be a responsible adult on site at all times with all rentals.**

***Liquor permits only cover rented areas as noted on your agreement and only for the time frame you have rented.**

***There are no refunds due to inclement weather.**

***More detailed information is listed above and is also on the "Thank you for your interest" letter.**

Release and Indemnification

I, the undersigned hereby apply to reserve a designated area in the aforementioned LakeView RecPlex for the purpose as specified on this rental agreement.

I, the undersigned hereby agree to abide by all the rules, regulation, codes and ordinances of the Village of Pleasant Prairie. In addition, I the undersigned hereby take full responsibility for all persons who will be associated with the scheduled event and said reservation.

I, the undersigned hereby waive and release any and all rights, claims and damages or injuries I or other persons associated with this scheduled event and reservation may have against the Village of Pleasant Prairie, their employees of all claims and damages and actions whatsoever in any manner as a result of the scheduled event for damages to any person or property. In addition, I, the undersigned hereby waive any claim for damages to my child or property and assume all risks and accept personal financial responsibility for these damages. I, the undersigned hereby understand that any refundable deposit will be returned, within 21 days, upon Village inspection that there are no damages or loss of Village property to the reserved site. In addition, I, the undersigned will be held financially responsible for any costs associated with the loss or damage of Village property which may exceed the required deposit. I, the undersigned hereby understand that the legal drinking age in the State of Wisconsin is 21 years of age; and therefore, if a permit is issued by the Village of Pleasant Prairie to allow alcoholic beverages to be consumed as a part of the reservation, no alcohol shall be served to those individuals under the legal drinking age in the State of Wisconsin.

Renter's Signature _____

Date _____

RecPlex Staff Signature _____

Date _____