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 July 2, 2012 6:00 p.m.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Minutes of Meetings June 18, 2012
- 5. Public Hearing
 - A. Consider authorizing construction of public improvements and levying special assessment against benefitted property with the construction of public storm sewer improvements in a new easement located to the rear of the properties east of 48th Avenue in the Devonshire Subdivision and adopting Final Resolution #12-21.
- 6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
- 7. Administrator's Report
- 8. New Business
 - A. Consider Resolution #12-20 Honoring Chief of Police Brian J. Wagner for 31 Years of Distinguished Service.
 - B. Consider a Professional Engineering Services Agreement for the 116th Street Culvert Replacement project.
 - C. Consider a Professional Engineering Services Agreement for the Cooper Road Sewer Rehabilitation project.
 - D. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve Operator License Applications on file.
 - 2) Approve Renewal Operator License Applications on file.
- 9. Village Board Comments
- 10. Adjournment

VILLAGE OF PLEASANT PRAIRIE PLEASANT PRAIRIE VILLAGE BOARD PLEASANT PRAIRIE WATER UTILITY PLEASANT PRAIRIE SEWER UTILITY 9915 - 39th Avenue Pleasant Prairie, WI June 18, 2012 6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, June 18, 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 Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director/Treasurer; Brian Wagner, Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; Rocco Vita, Village Assessor; John Steinbrink Jr., Public Works Director; 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 - JUNE 4, 2012

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion and a second for approval. Any additions or corrections?

ALLEN MOVED TO APPROVE THE MINUTES OF THE JUNE 4, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

5. **PUBLIC HEARING**

A. Consider 60 day renewal of the Class "A" Fermented Malt Beverage license for BP AM/PM located at 10477 120th Avenue.

Jane Romanowski:

Mr. President and Board members, as you recall on May 21st when we heard all the other renewal applications for liquor licenses, staff requested that this license be postponed due to the problems

at that location. There is an illicit discharge violation and a conditional use permit violation. And at that time the Board did make the motion to postpone it. So we're back to discuss this tonight because the license does expire June 30^{th} .

In the meantime as you can see from the packet Jean Werbie-Harris has issued a hearing notice for a revocation of the conditional use permit, and I don't remember the date right off the top of my head. I think it was in the end of July. And Mike Spence, our Village Engineer, has been working on the illicit discharge problem, and he can give you an update on that. But what it brings us to do with the liquor license is you can't just not renew a license. If you're going to non-renew a license you go through the whole revocation process. So if we had to go through the revocation process, we would have had to do that earlier than before June 30th. In discussing it with the attorney, they felt that the conditional use permit violation notice should go out first, because if the conditional use violation is upheld by the Board or whoever makes that decision, then they're out of business and the liquor license is moot basically.

So at this time I would recommend that the license be renewed just for 60 days. Because in that time frame the conditional use permit hearing will take place, Mike Spence will further know what's happening with the illicit discharge violation, and we can bring it back to a non-renewal revocation hearing. After that hearing we'll have enough time to do that before the end of August. So that's what the attorney suggested so that would be my recommendation tonight. And, again, all the information was in your packet. And maybe Mike Spence can just allude to the illicit discharge problem and what's happening with that. I don't think Jean's here to talk about the conditional use permit violation, but the hearing notice is in the packet.

Steve Kumorkiewicz:

I'll make a motion to –

Jane Romanowski:

Why don't we have Mike Spence give a little update on the illicit discharge -

John Steinbrink:

Plus it is a public hearing.

Jane Romanowski:

- just so you understand that process.

Mike Spence:

Mr. President and members of the Board, I have been working with the owner of the BP facility to try to get the illicit discharge cleaned up. There have been a number of things that have transpired over the last several months. We have issued citations back on May 25th; I issued an additional 65 days of citations which amount to in excess of \$43,000. On May 30th under the

original citation that I issued to the owner they failed to appear in municipal court to address the initial citation for illicit discharge. I did hear from the owner's environmental engineer on May 31st, and he had indicated that he was going to submit a progress report to me on June 1st. He did submit what I consider a deficient progress report on June 1st, and I subsequently emailed back and copied the owner saying that until they address the issues that I have indicated that I consider it a continuing discharge. Specifically that they haven't taken steps to actually correct the violation. They've got some ongoing work out there, but it's insufficient.

At the same time I've been working with Jean Werbie-Harris of the community development staff, and we worked on the conditional use permit violation. That was sent out on the 12^{th} of June, and there's a public hearing date set for July 16^{th} at 5 p.m. at the auditorium here. My intent to go forward which is consistent with the 60 days between this conditional use permit violation, and I intend to continue to issue violations. If they don't take significant steps before the hearing then I guess it would be up to the Plan Commission and the Board to revoke their conditional use permit.

They seemed to take notice right when I issue citations, and they try to submit the minimal amount of - it's a minimal response just to get by but it's not sufficient. So I've been trying to take all steps that we need to to get it corrected. If you have any questions?

Jane Romanowski:

And if I may add the agent did receive a letter about the hearing tonight just to let him know that this is what was planned because of the conditional use permit violations and the illicit discharge violations. And also a 60 day license, if approved, would be subject, obviously, to the payment of the costs and the fees for the license, but also there's a delinquent sanitary sewer surcharge invoice in the amount of \$249.81.

John Steinbrink:

Any questions before we open the public hearing? Hearing none, then I will open the public hearing for citizen comment or questions.

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anyone wishing to speak on this item? Hearing none, I will close the public hearing and open it up to the Board.

Michael Serpe:

When this BP was first built it was a very popular business that attracted a lot of customers, so popular that they tore it down and expanded it to what it is today and has since sold it to the

present owners. This is the first commercial development coming into Wisconsin heading north on C, and it's not the type of business that I think should be representative of Pleasant Prairie and our standards. It's unfortunate that the Village has to take such drastic measures to get their attention, and obviously the attention has not been garnered because they're not here to defend themselves. And I don't know if they're going to show up in the future to defend themselves. Many complaints are coming from this establishment, and I'm personally going to support the 60 day renewal and look forward to the next hearing.

John Steinbrink:

Was that a motion?

Michael Serpe:

I think Steve is [inaudible].

Steve Kumorkiewicz:

I make a motion to adopt the recommendation of the Clerk with the 60 day renewal for the Class A fermented beverage license.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Any further comments or questions?

KUMORKIEWICZ MOVED TO APPROVE THE 60-DAY RENEWAL (TO AUGUST 31, 2012) OF THE CLASS "A" FERMENTED MALT BEVERAGE LICENSE TO SYED HUSSAIN, AGENT, FOR R & D #IV, INC., SUBJECT TO THE PAYMENT OF LICENSE FEES AND DELINQUNET INVOICES; SECONDED BY YUHAS; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Jane Romanowski:

The first speaker tonight Paula Blise.

Paula Blise:

Good evening. Thank you for the opportunity to talk with you tonight. I'll make this short and sweet. I wanted to introduce myself to some of you. My name is Paul Blise. I live at 1300 37th Court, City of Kenosha. I'm running for the position of Register of Deeds. I've been with the

City of Kenosha for over 33 years, the last 14 as zoning coordinator. I believe with my strong leadership skills and qualifications that I'm in a good position to run this office.

I have some objectives, one of them being to have a one call resource center that would assist both City and County residents in knowing where to go to deal with different departments, different complaints. Also a customer satisfaction survey. We need to hear what the public has to say in terms of upgrading our services. Working with the City, for the City, I recognize that there are many deficiencies, and I know that there are some in both County and City offices, and I'd like to upgrade that. So I'd appreciate it if you would take a look at my website. I have my business cards, I will pass them out. And I'm just here so that you can make an informed decision, and hopefully you'll believe that I'm the best candidate for the position. Thank you very much.

John Steinbrink:

Thank you.

Jane Romanowski:

There are no additional signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizen comments?

7. **ADMINISTRATOR'S REPORT** – None.

8. NEW BUSINESS

A. Consider Resolution 12-18 authorizing signers for the Village's Bingo Bank Account at Chase.

Kathy Goessl:

Mr. President and the Board, this resolution is to authorize signatures for an account that we would like to open for bingo. The main purpose of this bingo account would be for Prairie Family Days as an entertainment option. The signers on the account will be myself and Chris Finkel from the RecPlex. And the reason Chris Finkel would be the one on this, even though Ruth Otto is the one that actually is facilitating the entertainment part of Prairie Family Days, is that maybe in the future RecPlex might want to bring forth to the Rec. Commission and option to maybe do a bingo for senior citizens or bingo in general at the RecPlex. But for now this bingo account is only meant for Prairie Family Days as an entertainment option. And the bank requires us to get a resolution approved by the Board to open an account and to authorize the signers on the account. So I'm looking for authorization tonight to be able to open this account with myself and Chris Finkel as the signers on the account.

Michael Serpe:

I move approval.

Monica Yuhas:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT RESOLUTION 12-18 AUTHORIZING SIGNERS FOR THE VILLAGE'S BINGO BANK ACCOUNT AT CHASE; SECONDED BY YUHAS; MOTION CARRIED 5-0.

B. Consider Resolution #12-19 certifying the creation, review and adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village of Pleasant Prairie.

John Steinbrink, Jr.:

Mr. President and members of the Board, every year the Pleasant Prairie utility is required under the Wisconsin Administrative Code Number 208 to submit an annual report, and that's a compliance maintenance annual report better known as the CMAR. This has been an annual selfevaluation reporting requirement for public and privately owned domestic wastewater treatment works since 1987. It has two major components of it. The first part which we work very closely with our finance director, Kathy Goessl, on was the financial management. And we received a 4.0 out of 4.0 for an A grade. And the second component of it is for the collection system where we did receive a 12 out of 12 points for a total out of 16 out of 16 for an A.

The financial support I believe everything was included in your packet. It has a summary of how we actually fund the utility, what has to be in replacement accounts and what capital and operations of maintenance projects that we have going on over the next five years. The sanitary sewer collection component of it talks about our goals and our objectives, how we operate the utility, what sort of treatments that we have for the utility and how we do the actual monitoring of it. And so I am very happy to report that we did receive an A with a 4.0 out of 4.0, and I can answer any questions at this time.

John Steinbrink:

Any questions?

Clyde Allen:

Motion to accept.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde to accept and second by Mike. Any further discussion?

ALLEN MOVED TO ADOPT RESOLUTION #12-19 CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE WASTEWATER FACILITIES IN THE VILLAGE OF PLEASANT PRAIRIE; SECONDED BY SERPE; MOTION CARRIED 5-0.

- C. Consent Agenda
 - 1) Approve Operator License Applications on file.
 - 2) Approve Renewal Operator License Applications on file.

Clyde Allen:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica. Any discussion on any of the items?

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

9. VILLAGE BOARD COMMENTS

Michael Serpe:

Triathlon on Sunday, if anybody has any friends or neighbors that wish to participate with volunteering to help move the athletes along it would be appreciated. Contact Erin Winch at the RecPlex.

John Steinbrink:

I also notice there was something new at the park, the Wibit, which I didn't know what a Wibit was until I asked. How many of you know what a Wibit is? It's an obstacle course at the beach they put out there. It was in the pool for a while and they moved it out to the beach, so you can

partake in an obstacle course, crawling over, through and around this inflatable fun house for kids. Could be adults, too, I guess.

Steve Kumorkiewicz:

Did you try it?

John Steinbrink:

Not yet, I'm working on it. So if you get a chance go out there and try the Wibit. Anything else.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED AND MEETING ADJOURNED AT 6:20 P.M.

RESOLUTION #12-21

FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF PUBLIC STORM SEWER IMPROVEMENTS IN A NEW EASEMENT LOCATED TO THE REAR OF THE PROPERTIES EAST OF 48TH AVENUE IN THE DEVONSHIRE SUBDIVSION

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 3rd day of March, 2012, adopted a Preliminary Resolution #12-12 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of public storm sewer improvements located in a new easement located to the rear of the properties east of 48th Avenue in the Devonshire Subdivision.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 2nd day of July, 2012 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

- 1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
- 2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
- 3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$13,072.00. The amount assessed against each of the affected properties is listed on Schedule C.
- 4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

- 5. The affected property owners, listed on Schedule C, must pay the assessments in full, within 30 days of completion of the project.
- 6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 2nd day of July, 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted: _____, 2012

Published:

Office of the Village Engineer Michael Spence, P.E., LEED AP



June 21, 2012

Property owners in the vicinity of the Devonshire Subdivision east of 48th Avenue where a new easement is located:

RE: NOTICE FOR PUBLIC HEARING JULY 2, 2012, 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on **Monday, July 2, 2012 at 6:00 p.m.** in the Auditorium at the Village Hall, $9915 - 39^{\text{th}}$ Avenue. This public hearing will be the last meeting to be held concerning construction of public storm sewer improvements in a new easement located to the rear of the properties east of 48th Avenue in the Devonshire Subdivision.

PUBLIC HEARING July 2, 2012, 6:00 P.M. VILLAGE HALL

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct the storm water improvement project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing.

If you have any further questions or require any additional information, please call at (262) 948-8951.

Sincerely,

Michael R. Spence, P.E. Village Engineer





NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for construction of public storm sewer improvements in a new easement located to the rear of the properties east of 48th Avenue in the Devonshire Subdivision.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 2nd day of July, 2012** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

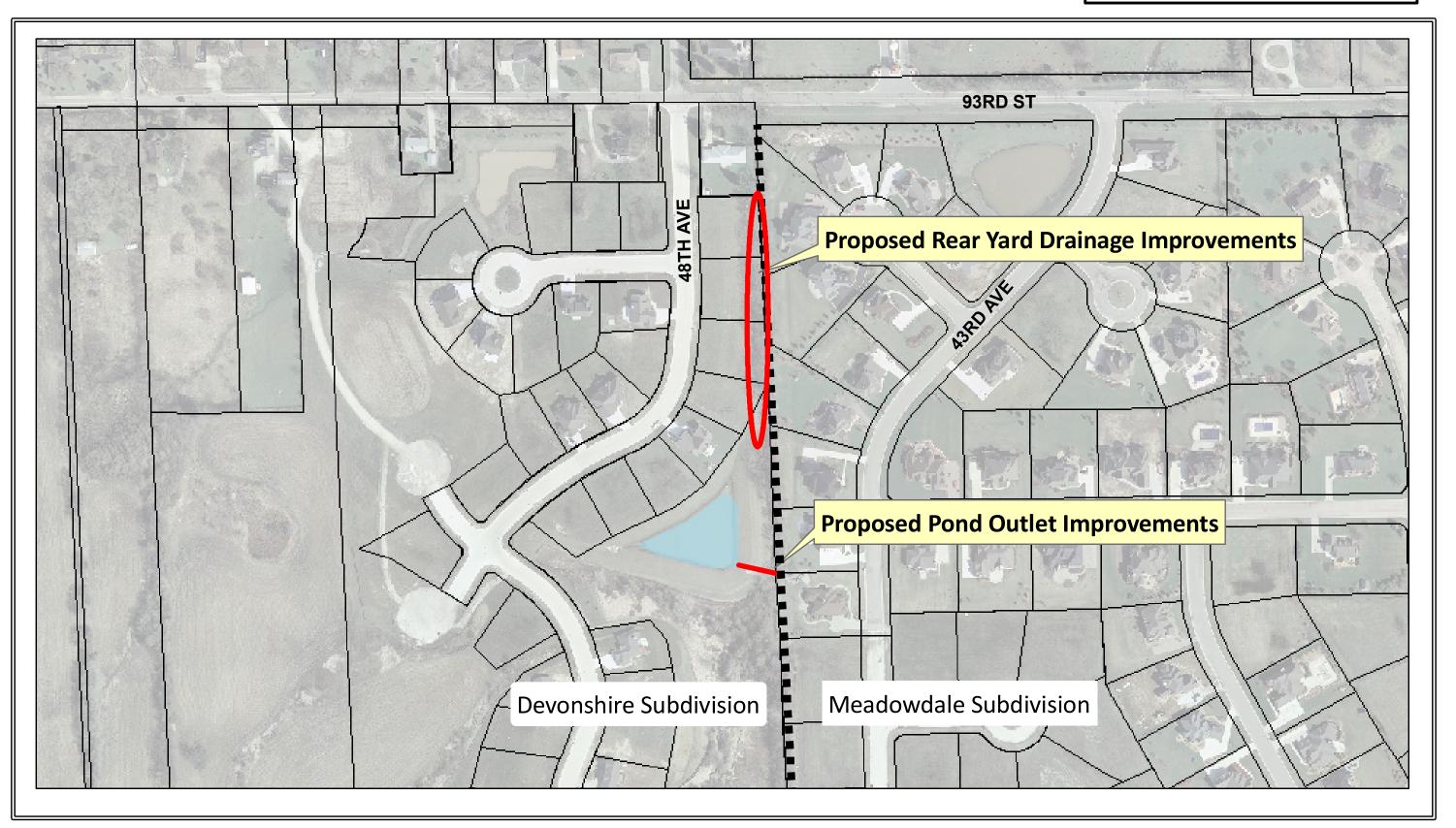
Dated this 21st day of June, 2012.

Vesna Savic Deputy Village Clerk

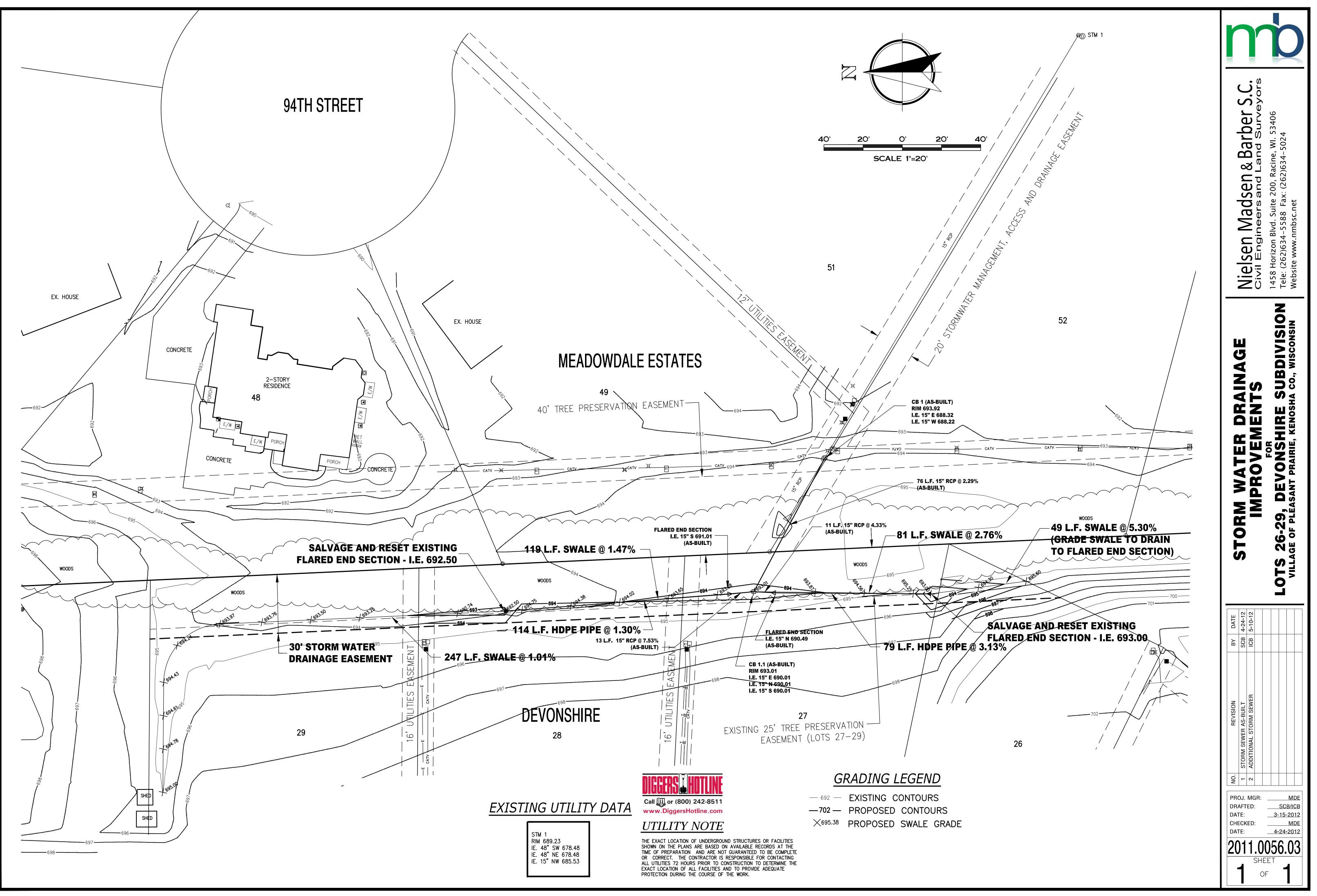
Published: June 25, 2012



DEVONSHIRE SUBDIVISION DRAINAGE IMPROVEMENTS



DRAINAGE IMPROVEMENT LOCATIONS



ay, May 10, 2012 2:57:0

ASSESSMENT REPORT

STORM SEWER IMPROVEMENTS PROJECT DEVONSHIRE SUBDIVISION EAST OF 48TH AVENUE PROJECT NO. E-12-003

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on March 5, 2012 with respect to special assessments to be levied on properties benefited by the storm sewer improvements project located at the rear of the properties east of 48th Avenue in the Devonshire subdivision, the undersigned reports as follows:

- 1. Plans. Attached, as Schedule A, final plans for the improvements described above;
- 2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, cost of the project for a15-inch storm sewer, grading and swale, and the assessment rate calculation;
- 3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
- 4. The new improvements include storm sewer, swale and related appurtenances. The improvements will provide stormwater drainage and protect the public health and welfare of the citizens of the community;

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

• The assessment for the water main utilized the estimated cost for the swale and the prorated cost for a 15- inch storm sewer and the grading of a drainage swale for those benefitting;

Dated this 21st day of June, 2012

Micharks

Michael R. Spence, P.E., Village Engineer

SCHEDULE B COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION

STORM SEWER IMPROVEMENTS PROJECT DEVONSHIRE SUBDIVISION EAST OF 48TH AVENUE PROJECT NO. E-12-003

- 1. The storm sewer improvement assessment rate is based on the estimated cost of the grading, swale and pipe construction, tree and brush removal, construction staking and as-built survey;
- 2. The total grading cost is divided equally between the 4 benefitting properties;
- 3. The Builders of the 2 middle lots requested and received permission from the Pleasant Prairie Engineering Department to install pipe in lieu of the swale on a portion of their property with the agreement that they would pay the extra cost;
- 4. Total assessable estimated project cost = \$13,072

Assessment Rate Calculation-(Frontage Assessment)

Total estimated grading cost (lots 26, 27, 28 and 29):	= \$8,236
Cost per lot:	= \$2,059
Total estimated pipeline cost: 104ft at \$24.55/ft (lot 27):	= \$2,553
Total estimated pipeline cost: 93ft at \$24.55/ft (lot 28):	= \$2,283

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

Schedule C - Assessment Schedule

STORM SEWER IMPROVEMENTS PROJECT Village of Pleasant Prairie Project No. E-12-003

Grading Assessment Rate per lot:\$2,059.00Pipeline Assessment per foot (lots 27 and 28):\$24.55

	Grading Cost	Storm Pipe Installation		Net Benefits	Damages	Total
Property Owner and Parcel No.	(per lot) (a)	ft	Cost (b)	(a+b)	Awarded	Assessment (a+b)
92-4-122-232-0326						
Jeffrey J and Debra Wazelle	\$2,059	0	\$0	\$2,059	\$0	\$2,059
Lot 26-Devonshire		0	φΟ	φ <u>2</u> ,059	φU	φ2,009
Pleasant Prairie, 53158						
92-4-122-232-0327						
Bear Homes, LLC	\$2,059	104	\$2,553	\$4,612	\$0	\$4,612
Lot 27-Devonshire		104	ψ2,000	ψ 1 ,012	ΨΟ	ψ+,012
Pleasant Prairie, 53158						
92-4-122-232-0328						
Great Day Holdongs, LLC	\$2,059	93	\$2.283	\$4,342	\$0	\$4,342
Lot 28-Devonshire		00	Ψ2,200	ψ+,0+2	ΨΟ	ψ+,0+2
Pleasant Prairie, 53158						
92-4-122-232-0329						
Herbert B. and Elizabeth Rickert	\$2,059	0	\$0	\$2,059	\$0	\$2,059
Lot 29	Ψ2,000	0	ΨΟ	Ψ2,000	ΨΟ	Ψ2,000
Pleasant Prairie, 53158						
TOTAL ASSESSMENTS	\$8,236	197	\$4,836	\$13,072	\$0	\$13,072

Resolution # 12-20

Honoring Chief of Police Brian J. Wagner For 31 Years of Distinguished Service

WHEREAS, Brian J. Wagner began his service to the citizens of Pleasant Prairie on May 15, 1981 as a Police Officer, and;

WHEREAS, Brian J. Wagner successfully rose through the ranks of the department, attaining the position of Chief of Police on December 22, 2000, and;

WHEREAS, Brian J. Wagner has led a superior staff of police professionals with his expertise and application of Police Science, and;

WHEREAS, Brian J. Wagner has led a department that continually outperforms most police departments in both clearance of crimes and crime prevention, and;

WHEREAS, Brian J. Wagner successfully led the department through an attempted and aggressive takeover by the Kenosha County Sheriff while maintaining employee focus and moral, and;

WHEREAS, Brian J. Wagner has been an exemplary leader for the Pleasant Prairie Police Department and employee of the Village, and has made an extraordinary impact on the quality of life for all citizens of Pleasant Prairie, and;

WHEREAS, it is the sincere hope and desire of this Village Board that Brian's peace and serenity is equal to his dedication to this Village over the last 31 years, and;

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie that Chief of Police Brian J. Wagner be honored and be sincerely thanked for his outstanding service to Pleasant Prairie. Considered and adopted this 29th day of June 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Monica M. Yuhas, Trustee #1

Steve Kumorkiewicz, Trustee #2

Clyde R. Allen, Trustee #3

Michael J. Serpe, Trustee #4

Attest:

Michael R. Pollocoff, Village Administrator



ΜΕΜΟ

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

TO:	Mike Pollocoff, Village Administrator
CC:	Jane Romanowski, Village Clerk
FROM:	Mike Spence, Village Engineer
DATE:	June 26, 2012
SUBJ:	Professional Engineering Services Agreement 116 th Street Culvert Replacement

Attached for Village Board action is a Professional Engineering Services Agreement for Crispell-Snyder for the 116th Street Culvert Replacement Project. Crispell-Snyder will assist the Village in applying for and obtaining Federal and State permits for a direct in-kind size replacement of the existing culverts for Tobin Creek beneath 116th Street. The repaying of 116th Street west of 22nd Avenue will be occurring after this current paving season. The existing culverts are deteriorated and in need of replacement. The goal is to get these culverts replaced before the road is repayed.

The scope of the Contract includes the following:

- The preparation and acquisition of the following permits:
 - WisDOT Chapter Trans 207-Design and Construction of Municipal Highway Bridges over navigable streams;
 - WDNR Chapter NR103-Water Quality Standards for Wetlands disturbed over the ordinary high water mark;
 - US Army Corps of Engineers Section 401 Water Quality Certification for wetlands disturbed above the ordinary high water mark;
 - US Army Corps of Engineers Section 404 of the Clean Water Act-General Permit
- A. These services will be provided on a time and material basis not to exceed \$5,300.

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

I recommend that this Contract be executed.

CRISPELL-SNYDER, INC. PROFESSIONAL CONSULTANTS

June 27, 2012

Village of Pleasant Prairie 8600 Green Bay Road Pleasant Prairie, WI 53158

Attn: Mr. Mike Spence, P.E. Village Engineer

Re: Letter of Understanding – Professional Consulting Services 116th Street Culvert Replacement Over Tobin Creek Project No. P12-0007-102

Dear Mr. Spence:

This letter is to confirm that Crispell-Snyder, Inc. will provide professional consulting services to assist the Village in applying for and obtaining Federal and State permits for a direct, in-kind size replacement using parallel 24-inch and 60-inch diameter concrete culverts without end walls or riprap protection.

The professional consulting services will consist of the following items:

- 1. Engage regulatory agencies to confirm the type of permits required to complete the project. Meet on site with the Army Corps and WDNR if needed. We anticipate the following permits will be required:
 - a. Wisconsin Department of Transportation Chapter Trans 207 Design and Construction of Municipal Highway Bridges in or over Navigable Streams.
 - b. Wisconsin Department of Natural Resources Chapter NR 103 Water Quality Standards for Wetlands disturbed above the ordinary high water mark.
 - c. U.S. Army Corps of Engineers Section 401 Water Quality Certification for wetlands disturbed above the ordinary high water mark.
 - d. U.S. Army Corps of Engineers Section 404 of the Clean Water Act General Permit, assuming minimal wetland impacts (less than 0.1 acre disturbance).

These services will be provided on a time and materials basis. The cost for these services is not to exceed \$5,300 without the consent of the Village of Pleasant Prairie. Please note that this cost includes our time already spent on preliminary coordination with the WDNR (e-mails, phone calls, on-site meeting, exhibit preparation, etc.) and on preliminary engineering for the original scope of work that was requested by the Client on May 29, 2012.

UNDERSTANDING AND ASSUMPTIONS

1. No design or construction services are included in this proposal. Any assistance beyond the permit work described within this letter that is requested by the Client and/or required by permitting authorities will be charged to the Client on a time and materials basis (e.g. design calculations for a single equivalent pipe size replacement, contacting Digger's Hotline,

Lake Geneva 700 Geneva Pkwy. P.O. Box 550 Lake Geneva, WI 53147 262.348.5600 FAX 262.348.9979 Milwaukee Regional W175 N11081 Stonewood Dr. Suite 103 Germantown, WI 53022 262.250.8000 FAX 262.250.8011 Madison 5315 Wall Street Suite 165 Madison, WI 53718 608.244.6277 Racine 6011 Durand Ave. Suite 500 Racine, WI 53406 262.554.8530 FAX 262.554.1503 Fox Valley P.O. Box 10 Bear Creek, WI 54922 715.752.4620 FAX 715.752.4595 CRISPELL-SNYDER, INC. PROFESSIONAL CONSULTANTS

Mr. Mike Spence June 27, 2012 Page 2

construction staking, as-built survey).

- 2. All work will be contained within the public road right-of-way; therefore, no easements will be needed.
- 3. The Client will not install a temporary culvert for local traffic access. The Client will provide traffic control (detour) around the work area. If signs will be used along County or State highways, the Client will be responsible for obtaining the appropriate permits for that purpose.
- 4. The Client will be responsible for obtaining any and all Village permits required by their own ordinance unless stated otherwise herein.
- 5. The Client will provide CSI a check for the anticipated WDNR Chapter NR 103 permit fee of \$500.
- 6. The Client can expect DNR final review and concurrence for the culvert and wetland impacts within 30 days of submission of a complete application.
- 7. The wetland delineation report submitted by CSI on May 19, 2009, and concurred with by DNR on August 26, 2009, is valid for five years.

Crispell-Snyder, Inc. will complete this scope of services in accordance with our attached "Standard Terms and Conditions of Service".

CRISPELL-SNYDER, INC.

Daniel F. Snyder, P.E. Date Chief Executive Officer

6/27/12

Kristen J. Belan, P.E. Senior Project Engineer _

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink President Date

Jane Romanowski Clerk

Date

Encl: Crispell-Snyder, Inc. Standard Terms and Conditions of Service

Date

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

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

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

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

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





To:Michael PollocoffFrom:John Steinbrink, Jr.Subject:Engineering Services for Cooper Road Sewer RehabilitationDate:June 26, 2012

The Pleasant Prairie Sewer Utility is planning rehabilitation for the Cooper Road Sewer drainage basin. The area is generally located north of 85th to 76th St along Cooper Road West to 56th Ave. Please see the attached map.

The sewer was constructed in around 1950's and consists of 2.4 miles of clay sewer main and 222 six inch clay laterals. The area has been subject to sewer backups and high sewer flows. During rain events the flow will increase ten times higher than in dry conditions. The suspected causes of these high flows are infiltration of groundwater into sewer mains and laterals and illegal sump pump connections.

There are many different sewer techniques for sewer line rehabilitation:

- Open cut and relaying the sewer main and laterals is the most costly and disruptive.
- Pipe bursting is a technique where a new pipe is forced thru the existing sewer mains and laterals. This is less costly than open cut and relay but still expensive.
- Pipe relining has become a popular rehabilitation method. A new liner is pulled into the existing sewer main or lateral and cured into place. This is the most cost effective and is recommended for this project.

The Scope of work will include:

- Task 1 \$6,000 Project planning.
- Task 2 \$ 640 Public outreach.
- Task 3 \$4,800 Bid document development.
- Task 4 \$5,100 Private property sewer lateral rehabilitation.
- Total estimated cost is \$16,540.

Clark Dietz has recently completed a similar project for Milwaukee. Project inspection will be completed by Utility staff. The rehabilitation project will be bid as a phased multiyear project.

The approved 2012-2017 Sewer Utility Capital Budget for this rehabilitation project is \$100,000 per year. The results of Clarks Dietz's work will be used for the entire project duration.

I recommend a contract be awarded to Clark Dietz Engineering for Engineering Services on Cooper Road Sewer Rehabilitation in the amount not to exceed \$16,540.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

2012 Cooper Road Sewer Improvements and Inflow and Infiltration Reduction

This Agreement is by and between

The Village of Pleasant Prairie ("Client") 9915 39th Avenue Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. ("Clark Dietz") 759 North Milwaukee Street, Suite 624 Milwaukee WI 53202

Who agree as follows:

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

Agreed to by Client	Agreed to by Clark Dietz
By:	By:
Title:	Title:
Date:	Date:

PART I SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide planning and design services for the implementation of sewer main lining and private lateral rehabilitation in the Cooper Road sewershed. The area has experienced high wet weather flows and residents have experienced sewer backups. The Village is targeting excessive inflow and infiltration to reduce the risk of basement backups and to reduce total wet weather flows in the sewershed.

B. Scope

Clark Dietz will perform the **Project** under 4 main categories. The following list of tasks describes the effort involved in the project:

TASK 1 – Project Planning

Clark Dietz will develop an implementation timeline for public and private sewer rehabilitation. The result of this effort will be a letter report that describes the planned activities, schedule of implementation, and budget figures for implementation. The report would be suitable to use as a multi-year planning document.

TASK 2 – Public Outreach - Communications

In this first year of the program, Clark Dietz will assist you in developing messaging, information, and public meetings (if needed or appropriate) to spread the message to try and get residents on board with the private lateral efforts as part of the project.

TASK 3 – Public Sewer Main Lining Bid Documents.

For the Cooper Road sewer project, Clark Dietz will provide you with a bid package for sewer lining to be used in public bidding of this work. We will work with you to create a template for a multi-year effort, so that you are able to control future costs. The resulting rehabilitation contract will represent the public main component of the overall Inflow and Infiltration prevention effort.

TASK 4 – Private Property Sewer Lateral Rehabilitation Bid Documents

Building upon Task 2 - Public Outreach and Communication, Clark Dietz will develop a private lateral rehabilitation effort, consisting of preparing contract documents for public bidding, and contract close-out services post lining. The bid package will consist of lateral location, televising, cleaning, lining, and construction of a cleanout outside the home. We will not conduct in-home inspections to look for illegal connections to basement floor drains or other fixtures.

C. Schedule

Services are expected to be provided between July 2012 and November 2012.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

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

E. Electronic Data Format

- 1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
- 2. Reports will be provided in MS Office and Adobe Acrobat format.
- 3. Drawings will be provided (if requested by the Client) in AutoCAD format.

PART II CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be John Steinbrink, Jr., Director of Public Works.

C. Decisions

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

PART III COMPENSATION

A. Compensation

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be a lump sum amount of **\$16,540**. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

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

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

PART IV EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

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

PART V STANDARD TERMS AND CONDITIONS Page 1 of 2

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. RELATIONSHIP WITH CONTRACTORS. Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS: This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V STANDARD TERMS AND CONDITIONS Page 2 of 2

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

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

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

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.
- 16. ACCESS. Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

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

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

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

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

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

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

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

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

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2011

TITLE	HOURLY RATE
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

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

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2011

Vehicles	
Autos Field Vehicles	\$0.51/mile \$60.00/day or \$0.51/mile (per agreement)
Survey Van	\$80.00/day of \$0.75/mile (per agreement)
	\$00.00, any of \$0.75, time (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels Meals Federal Express & UPS	
Public Transportation Film and Development Supplies	At Cost

Notes:

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

CLERK'S CERTIFICATION OF <u>RENEWAL</u> BARTENDER LICENSE APPLICATIONS Period Ending: June 26, 2012

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

NAME OF APPLICANT	LICENSE TERM
1. Lisa J. Brown	June 30, 2014
2. Marianne C. Kane	June 30, 2014
3. Grace J.F. Ladewig	June 30, 2014
4. Tracy L. Pagliaroni	June 30, 2014
5. Brandon D. Pearson	June 30, 2014

NOTE: ALL LICENSEES LISTED ABOVE HAVE SUBMITTED RENEWAL APPLICATIONS AND THE POLICE DEPARTMENT HAS SEARCHED ITS RECORDS. FOLLOWING PAST PRACTICE DUE TO THE NUMBER AND TIME REQUIRED, THE RENEWAL APPLICATIONS WERE NOT COPIED FOR THE BOARD MEETING.

Jane M. Romanowski Village Clerk

CLERK'S CERTIFICATION OF BARTENDER LICENSE APPLICATIONS Period Ending: June 26, 2012

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

NAME OF APPLICANT

LICENSE TERM

1. Jasvinder Kour

thru June 30, 2014

Jane M. Romanowski Village Clerk