

Ch., McDonald  
Jeskewitz  
Steliga

**Village of Menomonee Falls, Wisconsin**  
**UTILITIES AND PUBLIC WORKS COMMITTEE**

**Monday, May 7, 2012, 6:00 p.m.**

Agenda & Notice of Meeting

Village Hall  
Conference Room #3344 (3rd Floor)  
W156N8480 Pilgrim Road

**Note: Committee Chairpersons are asked to enter the date in which each item is to go before the Village Board (V.B.) when applicable.**

1. Consideration of an Agreement between Bottling Group, LLC (Pepsi) and the Village of Menomonee Falls for Exclusive Beverage Vending Rights within certain Village Parks and Municipal Facilities.

Appearance: Arlyn Johnson

V.B. Action 05/07/12                      V.B. Report \_\_\_\_\_                      Hold in Committee

2. Consideration of the Award of Contract for the 2012 Road Maintenance Program, Black Boiler Slag Project, No. 12-1.

V.B. Action 05/07/12                      V.B. Report \_\_\_\_\_                      Hold in Committee

3. Consideration of a Resolution ordering the repair and/or replacement of defective concrete sidewalks and/or driveway approaches in 2012, Project No. 41164.

V.B. Action 05/07/12                      V.B. Report \_\_\_\_\_                      Hold in Committee

## Utilities and Public Works Committee

May 7, 2012

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*Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.*

*No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.*



**Utilities & Public Works Committee**

1.

**Meeting Date:** 05/07/2012  
**Topic:** Beverage Contract for Park Vending Machines  
**From:** Arlyn Johnson, Assistant Manager/Director of PW  
**Department:** Administration  
**Presenter:** Arlyn Johnson  
**Date of Committee Action (if required):** 05/07/2012  
**Date of Village Board Action (if required):** 05/07/2012

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**Information**

**Subject:**

Consideration of an Agreement between Bottling Group, LLC (Pepsi) and the Village of Menomonee Falls for Exclusive Beverage Vending Rights within certain Village Parks and Municipal Facilities.

**Background Information:**

In 2005, following a competitive proposal process, the Village entered into a Contract with Coca-Cola Bottling Company to allow, in exchange for fees and commissions, exclusive beverage vending rights within certain Village Parks. This contract has since expired and the Village has once again, solicited competitive proposals from area beverage companies looking to secure exclusive beverage vending rights within certain Village Parks and Municipal Facilities.

**Key Issues for Consideration:**

Beverage vending proposals were received from three (3) area bottlers including Pepsi Beverages Company, Seven-Up Bottling Company and Coca-Cola Refreshments. The proposals were evaluated based upon the following:

- Marketing Fees/Discounts on Product
- Promotions/Donated Product
- Vending Price/Commissions

Based upon a comparison of the proposals submitted, staff recommends entering into an agreement with Bottling Group, LLC (Pepsi) for exclusive beverage vending rights within certain village parks and municipal buildings.

**Action By Committee or Village Board:**

Approval of a Full Service Vending Agreement between Bottling Group, LLC (Pepsi) and the Village of Menomonee Falls for Exclusive Beverage Vending Rights within certain village parks and municipal facilities.

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## **Attachments**

Pepsi Agreement



*Village of Menomonee Falls*  
156 N8480 Pilgrim Road  
Menomonee Falls, WI 53051-3140  
Telephone: (262) 532-4200

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## MEMO

**To:** Mark Fitzgerald, Village Manager

**From:** Arlyn R. Johnson, P.E., Asst. Village Manager/Director of Public Works *ARJ*

**Cc:** Michael Morse, Village Attorney  
Jason Kaczmarek, Director of Finance  
John Waller, Supt. of Streets/Parks & Building Maintenance

**Date:** May 2, 2012

**Re:** Agreement for Exclusive Beverage Vending Rights within Village Parks and Municipal Buildings

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In 2005, following a competitive proposal process, the Village entered into a Contract with Coca-Cola Bottling Company to allow, in exchange for fees and commissions, exclusive beverage vending rights within certain village parks. This contract has since expired and the Village has once again solicited competitive proposals from area beverage companies looking to secure exclusive beverage vending rights within certain village parks and municipal buildings.

Beverage vending proposals were received from three (3) area bottlers including Pepsi Beverages Company, Seven-Up Bottling Company and Coca-Cola Refreshments. The proposals were evaluated based upon the following:

- Marketing Fees and Discounts on Product
- Promotions and Donated Product
- Vending Price and Commissions

Attached for your review is a vending summary comparing the proposals submitted by the three area bottlers. The Seven-Up proposal includes a one-time aggregate payment and a slightly higher annual marketing fee, however, the lower vending price, higher commission rate and variety of beverages available through Pepsi would be attractive for the Village of Menomonee Falls. Also attached for your review is a copy of a Full Service Vending Agreement with Bottling Group, LLC (Pepsi) that more completely defines the terms and conditions for the vending of beverages within village parks and municipal facilities.

### RECOMMENDATION

Staff recommends Village Board approval of the attached Full Service Vending Agreement between Bottling Group, LLC (Pepsi) and the Village of Menomonee Falls for Exclusive Beverage Vending Rights within certain village parks and municipal facilities.

**2012 – 2016 SODA VENDING SUMMARY**

**MARKETING FEES / DISCOUNTS:**

<b>5-Year Agreement</b>	<b>Pepsi Beverages Company</b>	<b>Seven-Up Bottling Company</b>	<b>Coca-Cola Refreshments</b>
One Time Aggregate Payment	\$0	\$1,400	\$0
Annual Marketing Fee	\$1,000	\$1,120	\$0
Discounts	Discounted Product Pricing for Purchases	None	None

**PROMOTIONS / DONATIONS:**

<b>Four Village Events</b>	<b>Pepsi Beverages Company</b>	<b>Seven-Up Bottling Company</b>	<b>Coca-Cola Refreshments</b>
Annual Donation Carbonated Beverage or Water	100 Cases of Product	42 Cases – Water Only	Consideration of Donations Upon Request
Annual Estimated Value Donation of Promotional Items (T-shirts, Hats and Various Materials)	\$0	\$200	\$0
Annual Donation of Customized Banners	None	None	Upon Request for No Cost to the Village of Menomonee Falls

**VENDING PRICE / COMMISSIONS:**

<b>Product</b>	<b>Vending Price</b>		<b>Commission Rate</b>	
	<b>Pepsi-Cola</b>	<b>Seven-Up</b>	<b>Pepsi-Cola<sup>1</sup></b>	<b>Seven-Up</b>
20 oz. Carbonated Soft Drinks	\$1.25	\$1.50	35%	30%
20 oz. Non-Carbonated Soft Drinks & Water (Pepsi Only)	\$1.50		25%	
16 oz. Juices / Vitamin Water	\$1.25 (Juices)	\$1.50 (Water) \$2.25 (Juices)	25% (Juices)	30% (Water) 20% (Juices)
16 oz. Energy Drinks	\$2.00	\$2.00	25%	20%

<sup>1</sup> Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

\* Vending Price for Years 1 and 2

\*\* Vending Price for Years 3, 4 and 5

(a) Commission Rate for Years 1 & 3

(b) Commission Rate for Years 2 & 4

(c) Commission Rate for Year 5

## FULL SERVICE VENDING AGREEMENT

This sets forth the agreement (the "Agreement") between **Bottling Group, LLC** ("Pepsi") with an office located at **2255 S. 162nd Street, New Berlin, WI** and **Village of Menomonee Falls, WI, located at W156N8480 Pilgrim Road, Menomonee Falls, WI** ("Customer") relating to the vending of beverage products in, around, or on each of the buildings, grounds or properties of locations currently or during the Term owned, managed or operated by the Customer ("Locations"). A list of current Locations is attached hereto as Attachment A.

1. **Term.** The term of this Agreement will be for a period of five (5) years, commencing May 1, 2012, and expiring on April 30, 2017, (the "Term"). As used in this Agreement, the capitalized term "Year" shall mean each 12-month period during the Term, commencing on the first day of the Term or an anniversary thereof.

2. **Exclusive Rights.**

a. Except as provided in subsection 2(b) below, during the Term of this Agreement, Customer agrees to permit only those carbonated soft drinks, isotonic, fruit juices, fruit drinks, ready-to-drink coffee, tea, energy drinks and sparkling and still waters (regular, flavored or fortified/enhanced) which are distributed by Pepsi (the "Products") to be sold or otherwise served at the Full Service Locations. The Products shall be offered for resale only through Pepsi identified Vending Machines (as defined herein). Except as provided in subsection 2(b) below, Customer shall use reasonable efforts to ensure that the Products shall be the exclusive non-alcoholic beverage products advertised, promoted, identified, offered for sale or otherwise made available at the Locations during the Term.

b. Exceptions to rights accorded under this section.

i. **Village Owned or Maintained Vending Machines.** The Village or its employees (collectively, the "Village") currently maintain vending machines as noted on Exhibit C (collectively, the "Village Vending Machines").

1. Nothing in this Agreement shall prevent the Village or its employees from continuing to maintain these Village Vending Machines.

2. Nothing in this Agreement shall restrict in any manner the Village's discretion in stocking the Village Vending Machines; including, but not limited to: the beverages to be stocked in Village Vending Machines, the price to be charged for beverages stocked in the Village Vending Machines, or who may access the beverages stocked in the Village Vending Machines.

ii. **Third Parties Using Parks for Events Not Sponsored by Village.** Nothing in this Agreement shall prevent third parties using any Village park from contracting with Bottler or another vendor for beverages for special events sponsored by those third parties at any Village park.

iii. **Oakwood Park Concession.** This provision specifically includes the Village's current arrangement with the operator of the concession stand at Oakwood Park.

3. **Placement and Operation of Vending Machines.** Pepsi shall have the right to install a minimum of fourteen (14) vending machines at the Locations throughout the Term of this Agreement (collectively, the "Vending Machines"). Actual placement of Vending Machines (type and number) shall be based on Pepsi's determination of the Customer's reasonable needs and is subject to availability. Pepsi shall have the right to replace or remove Vending Machines at any time during the term, as determined by Pepsi, based on Pepsi's policies and standards regarding its Vending Machines, as such policies and standards are communicated to the Customer by Pepsi from time to time. Notwithstanding the foregoing, Pepsi additionally reserves the absolute right to remove any glass front Vending Machine that sells less than eight (8) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week. The Vending Machines, and all monies and Products located in the Vending Machines, shall at all times remain the sole property of Pepsi or one of its affiliates.

4. Payments by Pepsi.

a. Pepsi shall pay to the Village the compensation set out in this section 4. This compensation shall consist of the Annual Payment set out in subsection b below and the Commissions as determined in subsection c below.

b. **Annual Payment.** Pepsi shall pay to the Village an annual fee of one thousand dollars during the entire Term. The first installment of the annual fee shall be paid within thirty (30) days of the date this Agreement is fully executed and subsequent annual installments shall be due on or about January of each year during the Term.

c. **Commissions.** As a percentage of the actual cash ("cash in bag" or "CIB") collected by Pepsi from the vending machines placed at the Facilities, less any applicable fees, deposits or taxes ("Commissions"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

$$(\text{CIB} - \text{applicable fees/deposits/taxes}) * \text{Commission Rate} = \text{Commissions due}$$

Product	Minimum Vend Price*	Commission Rate**
20 oz. carbonated soft drinks	\$1.25	35%
20 oz. non-carbonated soft drinks	\$1.25	35%
20 oz. Aquafina water	\$1.25	35%
20 oz. G-2 & Gatorade	\$1.50	25%
15.2 oz. Ocean Spray Juices	\$1.25	25%
16 oz. Energy Amp & Rockstar	\$2.00	25%

i. *Commissions Payment.* Commissions shall be remitted by Pepsi to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the vending machines available to Customer. Customer agrees that it



is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due.

ii. *Vend Price.* The initial minimum vend price for vending machines installed at the beginning of this Agreement is set forth above. Pepsi shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonable competitive with applicable vending prices for similar accounts operating in the relative geography.

5. **Maintenance and Repair.** Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machines. Pepsi shall use its commercially reasonable efforts to keep the Vending Machines in good working order and condition at all times during the Term. Pepsi shall have the exclusive right to repair, replace, refurbish, move or remove any specific Vending Machines, at its sole discretion. Notwithstanding the foregoing, Customer agrees to use reasonable efforts to keep the Vending Machines in clean and sanitary condition, wholly free of all advertising and other materials, at all times. Customer is not responsible for removing graffiti from the machines, but shall instead notify Pepsi within a reasonable time after knowledge of the existence of such graffiti. Upon such notice, Pepsi will take reasonable steps to remove any such graffiti. In addition, Customer agrees to promptly notify Pepsi of any need for repair or service, of any customer complaints respecting the Vending Machines, and of any need or request for consumer refunds. Customer further agrees to fully cooperate with Pepsi in effecting any necessary repairs or service, or in addressing any consumer complaints received.

6. **Risk of Loss; Vandalism; Indemnification.**

a. Except as is reasonably attributable to the acts or commissions of Customer's personnel or other contractors, Pepsi shall bear the risk of loss to the Vending Machines and any Products or monies contained therein from theft or vandalism while the Vending Machines are placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Pepsi shall specifically have the right to remove or move any Vending Machines.

b. Bottler shall defend, indemnify, and hold Village, its officers, agents and employees harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees related to claims arising from Products.

7. **Default and Termination.**

a. **Termination for Breach.** In the event either party breaches a material provision hereof (such breach referred to as a "Default"), the non-breaching party shall give the other party written notice of such Default. In the event the Default is remedied within thirty (30) days from the date notice is received, the notice shall be null and void. If such Default is not remedied within the specified 30-day period, the non-breaching party may terminate this Agreement upon the expiration of such remedy period upon an

additional thirty (30) days prior written notice. In addition, the rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

b. Termination by Pepsi. Pepsi may terminate this Agreement if Commissions fail to reach a certain threshold amount per period or quarter for 3 such consecutive periods or quarters. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its full service vending business, as may be revisited by Pepsi from time to time. If Pepsi elects to terminate the Agreement under this subsection (b), it shall give 90 days notice to Village. Such notice shall provide to the Village with back up sales data for the periods in question.

8. Rights Upon Termination. Upon termination of this Agreement by either party, Customer shall permit Pepsi reasonable access to the Locations, free from any claims of trespass, for purposes of removing the Vending Machines and any other Pepsi property at the Locations within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machines and property is removed, Customer's obligations with respect to care of the Vending Machines shall continue as set forth herein, and Customer shall be responsible to Pepsi for all costs and expenses associated with damaged Vending Machines or missing pieces/equipment, excepting the reasonable wear and tear. Pepsi shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machines, excepting reasonable wear and tear and any damage which may have occurred which was beyond Pepsi's reasonable control and/or anticipation.

9. Confidentiality. Except as may otherwise be required by law or legal process, including the Wisconsin Public Records laws, neither party hereto shall disclose to any third party the terms and conditions of this Agreement or any information respecting sales or revenue of the Vending Machines, during the Term or thereafter. This obligation shall survive termination of this Agreement.

10. Records. Bottler shall keep all of its records arising out of this Agreement for a period of seven (7) years after receipt of the final payment under this Agreement. Bottler understands that such records may be subject to the provisions of Wisconsin law relating to public records.

11. Assignment/Successors in Interest. To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Pepsi and the Customer and its respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other party, which consent may be withheld at its sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Entire Agreement; Modification; Waiver. This Agreement contains the entire understanding and agreement between the parties hereto regarding the placement of Vending Machines at the Locations and supersedes all other agreements between the parties respecting

such. The provisions of this Agreement may only be amended, modified or waived by written statement, signed by each of the parties.

13. **Representations and Warranties.** Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

14. **Insurance.** Pepsi shall maintain insurance as specified below throughout the term of this Agreement. Before commencing any work under this Agreement, Pepsi shall furnish the Village a certificate of insurance in form satisfactory to the Village. The Village shall be named as an additional insured on Pepsi's general liability, auto and excess liability insurance policies.

General Liability	\$5,000,000: Each Occurrence \$5,000,000: General Aggregate
Automobile Liability	\$10,000,000: Combined Single Limit (for each accident)
Workers Compensation	\$5,000,000: Each Accident \$5,000,000: Disease – Each Employee \$5,000,000: Disease – Policy Limit.  Or Statutory Limits, whichever is higher.
Excess Liability	\$5,000,000

15. **Applicable Law.** This Agreement shall be governed by the laws of the State of Wisconsin and the Village of Menomonee Falls, and the ordinances, rules and regulations of the Village of Menomonee Falls.

16. **Notices** Any notice required by this Agreement shall be made in writing to the address specified below:

**BOTTLING GROUP, LLC (“PEPSI”)**

**Pepsi Beverages Company  
2255 South 162<sup>nd</sup> Street  
New Berlin, WI 53151  
Attn: Food Service Representative**

**VILLAGE OF MENOMONEE FALLS**

**Village of Menomonee Falls  
W156N8480 Pilgrim Road  
Menomonee Falls, WI 53051-3140  
Attn: Village Manager**

**ACCEPTED AND AGREED**

Bottling Group, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Approved by the Board of Trustees of the Village of Menomonee Falls on the 7<sup>th</sup> day of  
May, 2012.

By: \_\_\_\_\_  
Randall R. Newman, Village President

Attest: \_\_\_\_\_  
Janice Moyer Village Clerk

## ATTACHMENT A

### List of Customer's Full Service Vending Locations

Village Hall (2)

Police Dept. (1)

Mill Pond Park (2)

Village Park (1)

Rotary Park (2)

Oakwood Park (4)

Willowood Park (2)

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In addition to the commissions generated by the Full Service Vendors, Pepsi Beverages Company will pay the Village of Menomonee Falls an annual donation of \$1000.00 (one thousand dollars) each year of the five year agreement.

In addition to the monetary contribution, Pepsi Beverages Company will deliver one hundred (100) cases for Village events. We will deliver these cases on up to four different dates and locations.

Pepsi Beverages Company would like to offer the Village the following pricing on product for purchase. These prices will not exceed a 5% annual increase for the duration of the agreement.

\$ 7.57/case – 12 oz. cans

\$17.50/case – 20 oz. bottles

\$10.50/case – 20 oz. Aquafina

\$19.40/case – 20 oz. Gatorade

\$17.54/case – 16 oz. Energy Drinks (12/case)

Other product and pricing available upon request



# PRODUCT LIST

<p><b>12 OZ CANS 24PK</b></p> <p>PEPSI-COLA DIET PEPSI DIET PEPSI MAX DIET CAFF. - FREE PEPSI CAFF. - FREE PEPSI WILD CHERRY PEPSI DIET WILD CHERRY PEPSI DIET PEPSI LIME PEPSI ONE PEPSI THROBACK MOUNTAIN DEW DIET MOUNTAIN DEW MTN DEW CODE RED MTN DEW LIVE WIRE MTN DEW VOLTAGE MTN DEW WHITE OUT CITRUS MTN DEW THROBACK SIERRA MIST NATURAL DIET SIERRA MIST NATURAL DIET SIERRA MIST MUG ROOT BEER MANZANITA SOL APPLE TAMPICO CITRUS PUNCH TAMPICO MANGO TAMPICO TROPICAL PUNCH CITRUS BLAST</p>	<p><b>20 OZ 24PK</b></p> <p>PEPSI-COLA DIET PEPSI DIET CAFF. - FREE PEPSI PEPSI MAX WILD CHERRY PEPSI DIET WILD CHERRY PEPSI PEPSI THROBACK MOUNTAIN DEW DIET MOUNTAIN DEW MTN DEW CODE RED MTN DEW LIVE WIRE MTN DEW VOLTAGE MTN DEW WHITE OUT CITRUS MTN DEW THROBACK SIERRA MIST NATURAL DIET SIERRA MIST NATURAL DIET SIERRA MIST MUG ROOT BEER MANZANITA SOL APPLE TAMPICO CITRUS PUNCH TAMPICO MANGO TAMPICO TROPICAL PUNCH CITRUS BLAST</p>	<p><b>20 OZ AQUAFINA WATER 24PK</b></p> <p>AQUAFINA</p>	<p><b>12 OZ AQUAFINA WATER 24PK</b></p> <p>AQUAFINA</p>	<p><b>1L AQUAFINA WATER 15PK</b></p> <p>AQUAFINA</p>	<p><b>20 OZ PROPEL 24PK</b></p> <p>propel</p> <p>ZERO BERRY ZERO GRAPE ZERO STRAWBERRY KIWI ZERO LEMON</p>	<p><b>20 OZ SOBE LIFE WATER 12PK</b></p> <p>SOBE LIFE WATER</p> <p>STRAWBERRY KIWI PASSIONFRUIT-CITRUS ORANGE TANGERINE BLACKBERRY GRAPE POMEGRANATE-CHERRY GOJI MELON YUZU BLACK CURRANT AGAVE LEMONADE</p>	<p><b>20 OZ SOBE LIFE WATER 0 CAL 12PK</b></p> <p>SOBE LIFE WATER</p> <p>BLACK &amp; BLUE BERRY FUJI APPLE YUM BERRY POMEGRANATE ACAI FRUIT PUNCH MANGO MELON CHERIMOYA PUNCH STRAWBERRY DRAGONFRUIT BLACKBERRY DRAGONFRUIT MACINTOSH APPLE CHERRY</p>	<p><b>20 OZ LIPTON 24PK</b></p> <p>LIPTON BRISK TEA LIPTON BRISK FRUIT PUNCH LIPTON BRISK SWEET TEA LIPTON BRISK SWEET TEA W/ LEMON LIPTON BRISK SWEET TEA W/ CITRUS LIPTON ICED TEA LEMON LIPTON ICED TEA LEMONADE LIPTON WHITE TEA RASPBERRY DIET LIPTON GREEN TEA CITRUS</p>	<p><b>20 OZ CRUSH 24PK</b></p> <p>ORANGE DT ORANGE STRAWBERRY GRAPE PINEAPPLE CHERRY BLUE RASPBERRY</p>	<p><b>15.2 OZ OCEAN SPRAY JUICES 12PK</b></p> <p>APPLE BLUEBERRY CRAN GRAPE CRANBERRY CRANBERRY POMEGRANATE KIWI STRAWBERRY ORANGE RUBY RED GRAPEFRUIT</p>	<p><b>10 OZ JUICES 24PK</b></p> <p>ORANGE JUICE APPLE FRUIT PUNCH</p>	<p><b>24 OZ ROCKSTAR 12PK</b></p> <p>ROCKSTAR</p> <p>ORIGINAL SUGAR FREE ZERO CARB PUNCH RECOVERY</p>	<p><b>15 OZ ROCKSTAR 24PK</b></p> <p>ROCKSTAR</p> <p>ORIGINAL SUGAR FREE ZERO CARB PUNCH CITRUS PUNCH MANGO ORANGE GUAVA POMEGRANATE RECOVERY ENERGY COOLA</p>	<p><b>16 OZ AMP ENERGY 12PK</b></p> <p>AMP ENERGY</p> <p>MTN DEW AMP MTN DEW SUGAR FREE MTN DEW CHERRY OVERDRIVE MTN DEW AMP RELAUNCH ORANGE MTN DEW AMP ELEVATE BERRY MTN DEW TRACTION GRAPE MTN DEW AMP LIGHTNING LIGHTNING SUGAR FREE</p>	<p><b>12 OZ ROCKSTAR 24PK</b></p> <p>SPARKLING PINK LEMONADE SUGAR FREE ROCKSTAR 2X</p>	<p><b>14 OZ MUSCLE MILK 12PK</b></p> <p>CHOCOLATE LITE CHOCOLATE VANILLA CREME LITE VANILLA CREME BANANA CREME STRAWBERRIES N CREME CHOCOLATE MALT LATTE</p>	<p><b>15 OZ STARBUCKS DOUBLE SHOT 12PK</b></p> <p>COFFEE MOCHA VANILLA CINNAMON DOLCE AMOUNT double shot</p>	<p><b>2.5 OZ ROCKSTAR SHOTS 12PK</b></p> <p>TROPICAL PUNCH BERRY</p>	<p><b>15 OZ STARBUCKS DOUBLE SHOT 12PK</b></p> <p>COFFEE MOCHA VANILLA CINNAMON DOLCE AMOUNT double shot</p>	<p><b>20 OZ GATORADE 24PK</b></p> <p>G2 ORANGE G2 GRAPE G2 STRAWBERRY KIWI LEMON LIME BERRY ICE PUNCH FRUIT PUNCH GRAPE</p>	<p><b>32 OZ GATORADE</b></p> <p>GATORADE G SERIES</p> <p>GATORADE PRIME GATORADE RECOVER GATORADE POWDER STICKS</p>	<p><b>20 OZ GATORADE 24PK</b></p> <p>G2 ORANGE G2 FRUIT PUNCH G2 GRAPE G2 LEMON LIME G2 BLUEBERRY POMEGRANATE G2 STRAWBERRY KIWI G2 GLACIER FREEZE LEMON LIME FRUIT PUNCH FIERCE GRAPE RIPTIDE RUSH ORANGE COOL BLUE BERRY - RAIN AM ORANGE STRAWBERRY GLACIER FREEZE</p>	<p><b>20 OZ LIPTON 100% NATURALS 15PK</b></p> <p>GREEN TEA W/ CITRUS ICED TEA W/ LEMON DT GREEN TEA W/ CITRUS BLUEBERRY POMEGRANATE GREEN TEA W/ PASSION FRUIT MANGO</p>	<p><b>13.7 OZ STARBUCKS FRAPPUCCINO 12PK</b></p> <p>COFFEE MOCHA VANILLA DARK CHOC MOCHA</p>
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**Utilities & Public Works Committee**

**2.**

**Meeting Date:** 05/07/2012  
**Topic:** Award of Contract for the Black Boiler Slag  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee Action (if required):** 05/07/2012  
**Date of Village Board Action (if required):** 05/07/2012

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**Information**

**Subject:**

Consideration of the Award of Contract for the 2012 Road Maintenance Program, Black Boiler Slag Project, No. 12-1.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Utilities & Public Works Committee**

**3.**

**Meeting Date:** 05/07/2012  
**Topic:** 2012 Sidewalk Resolution  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee Action (if required):** 05/07/2012  
**Date of Village Board Action (if required):** 05/07/2012

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**Information**

**Subject:**

Consideration of a Resolution ordering the repair and/or replacement of defective concrete sidewalks and/or driveway approaches in 2012, Project No. 41164.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

2012 sidewalk res

**RESOLUTION NO. \_\_\_-R-12**

**A RESOLUTION ORDERING THE REPAIR AND REPLACEMENT  
OF DEFECTIVE CONCRETE SIDEWALKS IN 2012**

**WHEREAS**, Wisconsin Statute §66.0907(3) prescribes a procedure for the repair and/or replacement of defective concrete sidewalk; and

**WHEREAS**, Wisconsin Statute §66.0907(7), allows the Village Board of Trustees to make all needful rules and regulations by ordinance for carrying the provisions of that statute into effect; and

**WHEREAS**, Ordinance No. 40-O-99, Amending Ordinance No. 393-O-08 and Amending Ordinance No. 475-O-10 establishes a policy for the repair and replacement of defective concrete sidewalks in the Village of Menomonee Falls; and

**WHEREAS**, the Village Board of Trustees has initiated a program for the repair and replacement of damaged or defective concrete sidewalks; and

**WHEREAS**, it is necessary to program areas within the Village of Menomonee Falls for repair and replacement of defective concrete sidewalks.

**NOW THEREFORE BE IT RESOLVED** by the Village Board of Trustees of the Village of Menomonee Falls:

1. Pursuant to the policy adopted by Ordinance No. 40-O-99, Amending Ordinance 393-O-08 and Amending Ordinance No. 475-O-10, all defective concrete sidewalk shall be repaired and/or replaced within the following described limits during the 2012 calendar year:
  - All Sidewalk located on Richfield Way from N95 W16975 Richfield Way to Water Street.
  - All Sidewalk located on Water Street from W164 N9423 Water Street to Main Street.
  - All Sidewalk located on the north side of Appleton Avenue from the west side of Pilgrim Road to the east side of Shady Lane.
  - All Sidewalk located on the west side of Pilgrim Road from Appleton Avenue to Roosevelt Drive.
  - All Sidewalk located on the east side of Shady Lane from Appleton Avenue to Apple Tree Court.
  - All Sidewalk located on Pershing Avenue from Appleton Avenue to Grand Avenue.
  - All Sidewalk located on Garden Avenue from Pershing Avenue north to its terminus.
  - All Sidewalk located on Grand Avenue from Main Street north to W166 N9170 Grand Avenue.
  - All Sidewalk located on Hale Avenue from Roosevelt Drive to Pershing Avenue.
  - All Sidewalk located on Cleveland Avenue between Appleton Avenue and Pilgrim Road.
  - All Sidewalk located on Roosevelt Drive from Appleton Avenue to Pilgrim Road.
  - All Sidewalk located on Main Street from Appleton Avenue to Pilgrim Road.
  - All Sidewalk located on Grant Avenue from Church St to Grand Avenue.
  - All Sidewalk located on Church Street from Main Street to just beyond Grant Avenue.
  - All Sidewalk located in the public parking lot at N88 W16734 Appleton Avenue.
  - All Sidewalk located in the public parking lot at W165 N8946 Grand Avenue.
  - All Sidewalk located on Hayes Avenue from Kenwood Boulevard to Roosevelt Drive.
  - All Sidewalk located on Madison Avenue from Main Street to Roosevelt Drive.
  - All Sidewalk located on Patton Drive from Cleveland Drive to Roosevelt Drive.
  - All Sidewalk located on W157 N9031 Caroline Drive.
  - All Sidewalk located on Mill Street from Appleton Avenue to Main Street.
  - All Sidewalk located on Park Boulevard from 400 feet west of Hayes Avenue to Pilgrim Road.
  - All Sidewalk located on Kenwood Boulevard from Hayes Avenue to Pilgrim Road.

- All Sidewalk located on Belleview Boulevard from Patton Drive to Pilgrim Road.
  - All Sidewalk located on Patton Drive from Belleview Boulevard to Main Street.
  - All Sidewalk located on Harrison Avenue from Belleview Boulevard to Main Street.
  - All Sidewalk located on Menomonee River Parkway from Arthur Avenue to Pilgrim Road..
  - All Sidewalk located on Arthur Avenue from Appleton Avenue to Belleview Boulevard.
  - All Sidewalk located on Ridge Road from Appleton Avenue to Pilgrim Road.
  - All Sidewalk located on Menomonee Avenue from Appleton Avenue to Pilgrim Road &
  - All Sidewalk located at N86 W14575 MacArthur Drive.
2. If the owner of any lot or parcel abutting that portion of concrete sidewalk described in Paragraph No. 1 of this Resolution intends to repair and/or replace the defective concrete sidewalk by himself, or herself, or intends to contract privately for the repair and/or replacement of the defective concrete sidewalk, the property owner must apply to the Village for the required permits not later than June 15, 2011, and shall complete such concrete sidewalk repair and/or replacement not later than July 15, 2011.
  3. If the owner does not intend to repair and/or replace the defective concrete sidewalk by himself or herself, and does not intend to contract privately for the repair and/or replacement of defective concrete sidewalk or if the owner fails to comply within the time specified in Paragraph 2 of this Resolution, the Village shall cause the concrete sidewalk replacement to be done, at the expense of the owner by Village forces or by Contract let in accordance with Wisconsin Statute §62.15. All expenses incurred by the Village shall become a charge on the property and collected as authorized under Wisconsin Stats. §66.0907(7) and Village Ordinance 40-O-99, Amending Ordinance #393-O-08 and Amending Ordinance #475-O-10.
  4. The Village Manager shall serve a copy of the Resolution on each owner by Personal Delivery, Certified Mail or Registered Mail, or by publication in the official newspaper as a Class One (1) Notice together with mailing by 1<sup>st</sup> class mail under Wisconsin Statutes Ch. 985.

Adopted by the Village Board of the Village of Menomonee Falls, Wisconsin at its regularly scheduled meeting on this 7<sup>th</sup> day of May, 2012.

VILLAGE OF MENOMONEE FALLS

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Randall R. Newman,  
Village President

ATTEST:

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Janice Moyer,  
Village Clerk

*Adopted: May 7, 2012*  
*Published: May 17, 2012*