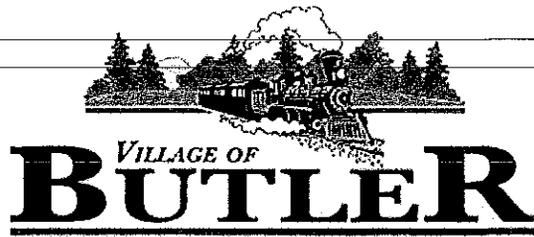


To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: May 1, 2015
Re: May 5th Supplemental Agenda



VIII. New Business

- (A) Public Hearing for Request for a Conditional Use Permit for James Grzana and Mike Klemz, 5089 N. 124 Street for used car sales pursuant to Section 13-1-75 (e) of the Village of Butler Code of Ordinances. The property is Zoned M-1. A copy of said application is on file in the office of the Village Administrator/Clerk and is available for viewing between 8:30 a.m. to 4 pm Monday – Friday.

Public hearing is for public comment.

- (B) Discussion and Possible Action to approve Conditional Use Permit for James Grzana and Mike Klemz, 5089 N. 124 Street for used car sales pursuant to Section 13-1-75 (e) of the Village of Butler Code of Ordinances. The property is Zoned M-1.

An application for a conditional use permit to operate a used automobile sales business was received. Butler Auto Werks has been sold, and the former owners are looking to establish a like business at 5089 N. 124th Street. A public hearing before the Plan Commission will be held on May 5, 2015 at 5:45 pm.

The Plan Commission will make a formal recommendation to the Village Board.

- (C) Discussion and Possible Action on Bartender's License(s).

Reccomendation will be made at the meeting

- (D) Discussion and Possible Action on Approving Current Invoices.

Staff recommends approval

- (E) Discussion and Possible Action on Street Use Permit for Jeff Munson on Sunday, July 19, 2015 from 12 Noon to 6:00 PM on 126th Street from Colfax to Lancaster.

Staff recommends approval

- (F) Discussion and Possible Action on a Request for Proposals for Refuse and Recycling Collection and Processing.

The Village's current garbage and recycling contract with Waste Management expires on December 31, 2015. In discussions with Staff and after exploration on how to make this service more efficient and cost effective, it was determined that an overhaul of the way garbage and recycling is collected in the Village of Butler be modified. Currently, both garbage and recycling are collected weekly. Garbage containers are not uniform, and should be no larger than 32 gallons. Recycling containers are 18 gallons.

The RFP that will be reviewed by the Public Works Committee is included in your packet. My recommendation, and what the RFP contains, is to solicit proposals that would include weekly collection of garbage in contractor-provided 96 gallon containers, and bi-weekly collection of recycling in contractor-provided 96 gallon containers. Though my recommendation is to make this change, I have included an alternative in the RFP for costs of maintaining the current services.

I met with Waste Management (our current service provider) earlier this year, and they were confident that automated collection would significantly reduce our cost, and would improve the efficiency of the collection process. Additionally, with providing larger recycling containers and increased recycling education, the amount of recycling collected would increase the amount of reimbursement we receive for those materials.

Should the Board approve the RFP, I will release it immediately. I have scheduled a bid opening in July, with contract implementation January 1, 2016.

Staff recommends approval

(G) Discussion and Possible Action on Resolution No. 15-05, a Resolution to Petition that Waukesha County Pay the Full Cost of its Election Equipment Update Program.

A few months ago, I informed you that the Waukesha County Municipalities were working with the County for the purchase of uniform election equipment. Since then, the area Clerks have had numerous discussion about the funding formula, training, and equipment. The Memorandum of Understanding that was initially released by the County proposed a percentage split of the cost of the election equipment and programming software, of 66% county, 33% municipality. ~~Though our cost would be minimal given that we only would purchase one machine, we have all decided to be uniform in our request to the County.~~ Given the change in leadership at the County, and that the motive behind purchasing uniform equipment is to make it easier for the County Clerk to tabulate election results, the area clerks have drafted the resolution before you today. This resolution requests that the County pay for 100% of the equipment, since it is of most benefit to them.

Staff recommends approval

(H) Discussion and Possible Action on a Memorandum of Understanding and Intergovernmental Agreement Between Waukesha County and Participating Municipalities Within Waukesha County To Purchase New Election Equipment and Software, Subject to Attorney Approval of the Final Document.

This is the original MOU and Intergovernmental Agreement with the County for the purchase of the election equipment. Since we do not have a meeting between now, and the County imposed deadline of May 31, and there is still details to be clarified between the Clerks and the County, I have put this before you today.

Staff recommends approval of the MOU and Intergovernmental Agreement contingent upon mutually agreed upon terms of funding.

(I) Discussion and Possible Action on Appointment to Park and Recreation Commission.

President Tiarks has recommended Christy Ojeda be appointed to the Park and Recreation Commission.

(J) Village Board Candidate Interviews.

I received two applications for appointment to the Village Board. The two applicants are Marc Van Gompel and Gerald Orvis. The applications are included in your packet. The following outline is what format will be used for interviews;

- **Each individual who has submitted an application will be provided up to 5-minutes to give a verbal presentation to the Village Board (presentation is optional)**
 - **Presentation order will be determined by a random drawing of names at the meeting**
 - **The Village Board members will take turns asking a question of the interested persons**
 - **There will be two (2) rounds of questions and each trustee is allowed one (1) question per round**
-
- **The Village Board will then vote upon the appointment**

(K) Discussion and Possible Action on Appointment to the Village of Butler Board of Trustees.

Staff makes no recommendation

PUBLIC NOTICE

AGENDA FOR REGULAR MEETING #1918
Tuesday, May 5, 2015 at 7:00 PM
Village Hall Board Room, 12621 W. Hampton Avenue

PLEASE TAKE NOTICE that a Regular Meeting of the Butler Village Board will be held on the 5th day of May, 2015 at 7:00 PM at the Village Hall Board Room, 12621 W. Hampton Avenue, Butler, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon:

- I. Pledge of Allegiance
- II. Roll Call
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes:
 - April 14, 2015 Public Hearing Minutes, Village Board of Trustees
 - April 21, 2015 Regular Meeting
- V. Communications
- VI. Committee Reports
 - A. Public Works – 6:10 PM
 1. Discussion and Possible Action on a Recommendation to the Village Board Regarding a Request for Proposals for Refuse and Recycling Collection and Processing.
 - B. Building Board – 6:30 PM
 1. Building Permit(s):
 - a. 12807 W. Eggert Place, New Home
 2. Occupancy Permit(s):
 - a. Ken's 4 Season Lawn Care & Landscape, 4506 N. 127 Street
 - b. MK Commercial LLC, 4712 N. 125 Street
 - C. Finance Committee – 6:50 PM
 1. Review and Approve Current Invoices
 - D. Park & Recreation Commission
- VII. Report of the Administrator
- VIII. New Business
 - (A) Public Hearing for Request for a Conditional Use Permit for James Grzana and Mike Klemz, 5089 N. 124 Street for used car sales pursuant to Section 13-1-75 (e) of the Village of Butler Code of Ordinances. The property is Zoned M-1. A copy of said application is on file in the office of the Village Administrator/Clerk and is available for viewing between 8:30 a.m. to 4 pm Monday – Friday.
 - (B) Discussion and Possible Action to approve Conditional Use Permit for James Grzana and Mike Klemz, 5089 N. 124 Street for used car sales pursuant to Section 13-1-75 (e) of the Village of Butler Code of Ordinances. The property is Zoned M-1.
 - (C) Discussion and Possible Action on Bartender's License(s).
 - (D) Discussion and Possible Action on Approving Current Invoices.
 - (E) Discussion and Possible Action on Street Use Permit for Jeff Munson on Sunday, July 19, 2015 from 12 Noon to 6:00 PM on 126th Street from Colfax to Lancaster.
 - (F) Discussion and Possible Action on a Request for Proposals for Refuse and Recycling Collection and Processing.

(G) Discussion and Possible Action on Resolution No. 15-06, a Resolution to Petition that Waukesha County Pay the Full Cost of its Election Equipment Update Program.

~~(H) Discussion and Possible Action on a Memorandum of Understanding and Intergovernmental Agreement Between Waukesha County and Participating Municipalities Within Waukesha County To Purchase New Election Equipment and Software, Subject to Attorney Approval of the Final Document.~~

(I) Discussion and Possible Action on Appointment to Park and Recreation Commission.

(J) Village Board Candidate Interviews.

(K) Discussion and Possible Action on Appointment to the Village of Butler Board of Trustees.

IX. Adjournment

Dated: April 30, 2015

VILLAGE OF BUTLER

Patricia Tiarks, President

Kayla Chadwick, Administrator/ Clerk

Notice: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.

Please note that, upon reasonable notice, good faith efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Administrator /Clerk at 262-783-2525 at least 24 hours in advance of the meeting.

**VILLAGE OF BUTLER, VILLAGE BOARD OF TRUSTEES
PUBLIC HEARING MINUTES
TUESDAY, APRIL 14, 2015**

President Ensslin called the Public Hearing to order at 6:00 PM.

ROLL CALL

Village President Richard A. Ensslin; Patricia Tiarks, Jodi Kessel Szpizar, Michael Thew, Dave Hesselgrave and Paul Kasdorf

Benjamin Abstained

Also present: Administrator Kayla Chadwick and Police Chief Wentlandt

PURPOSE

The purpose of the Public Hearing is to receive comments relative to written complaint presented to the Village Board on March 17, 2015 regarding the operation of Butler Skateland, 12400 W. Custer Avenue, Butler, WI 53007 under its Amended Conditional Use Permit. A copy of the aforementioned complaint is on file in the office of the Village Administrator/Clerk and is available for viewing Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m.

Administrator Chadwick provided procedural overview. Police Chief Wentlandt presented revisions of Conditional Use Permit. Skateland representatives offered support of Conditional Use permit.

PUBLIC COMMENTS

Scott Tuckwell, 12525 W. Custer Avenue (Business); spoke about parking issues of neighboring property and questioned liability of neighboring properties for issues that may arise due to overflow parking.

Public comments closed at 6:15 PM.

Motion by Kasdorf; second by Szpizar to approve 2015 Restated Conditional Use Permit for Butler Skateland. Motion carried 6-0.

Motion by Thew; second by Szpizar to adjourn Public Hearing. Motion carried 6-0.

The Public Hearing was closed at 6:27 PM.

Submitted by: Kayla Chadwick
Village Administrator/Clerk

OF THE BUTLER VILLAGE BOARD

Minutes not formally approved until Regular Board Meeting on May 5, 2015.

Village President Patricia Tiarks called the Board Meeting to order at 7:00 PM at the Village Hall Board Room.

ROLL CALL

Present: Village President Patricia Tiarks, Jodi Kessel Szpiszar, Michael Thew, Dave Hesselgrave, William Benjamin and Paul Kasdorf

Also present: Administrator Kayla Chadwick and Police Chief Wentlandt

PERSONS DESIRING TO BE HEARD: None

CONSIDERATION OF MINUTES:

Motion by Thew; second by Benjamin to approve the minutes of the April 21, 2015 Village Board Meeting. Motion carried 6-0.

COMMUNICATIONS – None

COMMITTEE REPORTS

(A) Building Board – Trustee Benjamin

Present: Hesselgrave, Kasdorf, Klibowitz and Benjamin

Also present: Administrator Chadwick, Village President Tiarks, Police Chief Wentlandt, Trustees Thew and Szpiszar

1. Building Permit:

- a. Motion by Kasdorf; second by Klibowitz to approve building permit for 12827 W. Colfax Place for a fence. Motion carried 4-0.
- b. Motion by Hesselgrave; second by Kasdorf to approve building permit for 12726 W. Arden Place for a temporary sign. Motion carried 4-0.
- c. Motion by Kasdorf; second by Hesselgrave to approve building permit for 4525 N. 124 Street, for a sign. Motion carried 4-0.

Motion by Kasdorf; second by Hesselgrave to adjourn Building Board. Motion carried 4-0. The meeting adjourned at 6:34 pm.

(B) Finance Committee – Trustee Thew

Present: Thew, Tiarks and Szpiszar

Also present: Administrator Chadwick and Police Chief Wentlandt

1. Motion by Thew; second by Szpiszar for Finance Committee to review and send current invoices to Village Board for approval. Motion carried 3-0.
2. Motion by Szpiszar; second by Tiarks for Finance Committee to review and send March Statement of Revenues and Expenditures to Village Board for approval. Motion carried 3-0.

Motion by Szpiszar; second by Tiarks to adjourn Finance Committee. Motion carried 3-0. The meeting adjourned at 6:56 pm.

OF THE BUTLER VILLAGE BOARD

(C) Library Board – President Tiarks

President Tiarks reported Library Board met on April 14th; Jefferson and Waukesha Counties are discussing consolidating library systems; library landscaping has started and children's garden is up.

REPORT OF THE ADMINISTRATOR - Administrator Chadwick updated Village Board on the new Community Service Officer and noted that Village Hall will be closed Thursday and Friday.

REVIEW OF MARCH DEPARTMENT REPORTS - Reports from Administration/Finance, Police/Court, Library and DPW were reviewed.

NEW BUSINESS

- (A) Motion by Benjamin; second by Szpiszar to approve the following bartender licenses:
- | | |
|------------------------|---------------------------------|
| Joshua J. McNall | Concession Stand, Frontier Park |
| Samantha G. Heritsch | Concession Stand, Frontier Park |
| Nicholas K. Doney | Concession Stand, Frontier Park |
| Jacqueline F. Harrison | Concession Stand, Frontier Park |
- Motion carried 6-0.
- (B) Motion by Thew; second by Szpiszar to approve the invoices as presented for \$144,893.29. Motion carried 6-0.
- (C) Motion by Thew; second by Szpiszar to approve the March Statement of Revenues and Expenditures. Motion carried 6-0.
- (D) Motion by Benjamin; second by Kasdorf to approve Street Use Permit for Building a Better Butler on Sunday, September 13, 2015 from 7:00 AM to 5:00 PM on Hampton Avenue between 124th to 127 Street and 125th to 126th Street North and South to Alleys. Motion carried 4-0. Thew abstained. Hesselgrave excused himself from dais and abstained from the vote.
- (E) Motion by Thew; second by Szpiszar to approve an Application for a License to Sell Soda Water Beverages for Charles Hastings (Bottom's Up) for the concession stand at Frontier Park. Motion carried 6-0.
- (F) Motion by Benjamin; second by Thew to approve an application for an Alcohol Beverage License for Charles Hastings (Bottom's Up) for the concession stand at Frontier Park. Motion carried 6-0.
- (G) Motion by Thew; second by Kasdorf to appoint Benjamin as President Pro Tem in accordance with Section 2-2-13(b) of the Municipal Code. Motion carried 5-0. Benjamin abstained.
- (H) Motion by Thew; second by Kasdorf to approve 2015-2016 Board and Commission Appointments. Motion carried 6-0.
- (I) Motion by Szpiszar; second by Thew to approve Resolution 15-04; a Resolution Cancelling the May 19, 2015 Village Board Meeting. Motion carried 6-0.

OF THE BUTLER VILLAGE BOARD

- (J) Motion by Kasdorf; second by Thew to approve Ordinance 15-04; an Ordinance Amending Section 2-2-9(a) of the Municipal Code Regarding Meetings of the Village Board of Trustees. Motion carried 6-0.
- (K) Motion by Benjamin; second by Szpiszar to approve Ordinance 15-05; an Ordinance Amending Section 5-1-1(5) of the Municipal Code Regarding Probationary appointments of Public Safety Officers. Motion carried 6-0.
- (L) Motion by Szpiszar; second by Benjamin to approve Resolution 15-05; a Resolution Honoring and Expressing Appreciation to Richard A. Ensslin for his Years of Service to the Village of Butler. Motion carried 6-0.

ADJOURNMENT

Motion by Thew; second by Szpiszar to adjourn. Motion carried 6-0. The meeting was adjourned at 7:32 PM.

Submitted by:
Kayla Chadwick, Village Administrator/Clerk

Approval Date: _____
Correction/Amendment:

PUBLIC NOTICE

Meeting - Public Works Committee
Tuesday – May 5, 2015
6:10 PM – Village Hall Board Room

PLEASE TAKE NOTICE that a regular meeting of the Butler Public Works Committee will be held on the 5th day of May, 2015 at 6:10 PM at the Village Hall Board Room, 12621 W. Hampton Avenue, Butler, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon.

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes
- IV. New Business:
 1. Discussion and Possible Action on a Recommendation to the Village Board Regarding a Request for Proposals for Refuse and Recycling Collection and Processing.
- V. Adjournment

Dated: May 1, 2015

David Hesselgrave
Chairman
Public Works Committee

BY: Kayla Chadwick
Village Administrator

Notice: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.

Please note that, upon reasonable notice, good faith efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Administrator /Clerk at 262-783-2525 at least 24 hours in advance of the meeting

PUBLIC NOTICE

Meeting - Building Board
Tuesday, May 5, 2015
6:30 PM – Village Hall Board Room

PLEASE TAKE NOTICE that a Regular Meeting of the Butler Building Board will be held on the 5th day of May, 2015, at 6:30 PM at the Village Hall Board Room, 12621 W. Hampton Avenue, Butler, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon.

I. Roll Call

II. Persons Desiring to be Heard

III. Consideration of Minutes

IV. New Business:

1. Building Permit(s):

a. 12807 W. Eggert Place, New Home

2. Occupancy Permit(s):

a. Ken's 4 Season Lawn Care & Landscape, 4506 N. 127 Street

b. MK Commercial LLC, 4712 N. 125 Street

V. Adjournment

Dated: May 1, 2015

William Benjamin
Chairman
Building Board

BY: Kayla Chadwick
Administrator/Clerk

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PUBLIC NOTICE

Meeting - Finance Committee
Tuesday, May 5, 2015
6:50 PM – Village Hall Board Room

PLEASE TAKE NOTICE that a regular meeting of the Butler Finance Committee will be held on the 5th day of May, 2015 at 6:50 PM at Village Hall Board Room, 12621 W. Hampton Avenue, Butler, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon.

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes
- IV. New Business:
 1. Review and Approve Current Invoices
- VI. Adjournment

Dated: May 1, 2015

Michael Thew
Chairman
Finance Committee

BY: Kayla Chadwick
Administrator/Clerk

Notice: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.

Please note that, upon reasonable notice, good faith efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Administrator/Clerk at 262/783-2525 at least 24 hours in advance of the meeting.

AMENDED

NOTICE OF PUBLIC HEARING

VILLAGE OF BUTLER
12621 West Hampton Avenue
Butler, WI 53007

PLEASE TAKE NOTICE that a Public Hearing will be held before the **Board of Trustees** of the Village of Butler, Waukesha County, Wisconsin, on the 5th day of May, 2015 at **7:00 PM**, or as soon thereafter as the matter can be heard, at the Village of Butler Boardroom, 12621 W. Hampton Ave, to consider the following:

- (A) To consider Conditional Use Permit for James Grzana and Mike Klemz, 5089 N. 124 Street for used car sales pursuant to Section 13-1-75 (e) of the Village of Butler Code of Ordinances. The property is Zoned M-1.

PLEASE TAKE FURTHER NOTICE that all persons interested in said matter or their attorneys or agents, may appear and be heard at the above mentioned date and time.

Dated this 14th day of April, 2015

VILLAGE OF BUTLER

Kayla Chadwick
Village Administrator

STREET USE PERMIT

Municipal Code Reference: Section 7-7-1

Fee: \$ 25.00

Applicant Information:

Jeff Munson
Business / Organization / Individual

5081 N 126th St. Butler
Address

Nancy Gonzalez
Contact Person

262-370-4372
Telephone

Event date:

July 19, 2015

Time of Event : From

Noon to 6pm.

Proposed Street to be Used:

126th St.
Street Name(s)

From Colfax To Lancaster

Date(s) of Street Use (If Different from Event Date): _____

2-11-15 2:03P

\$25.00

Transaction 8870

OTHER PERMITS \$25.00

FOR VILLAGE USE ONLY

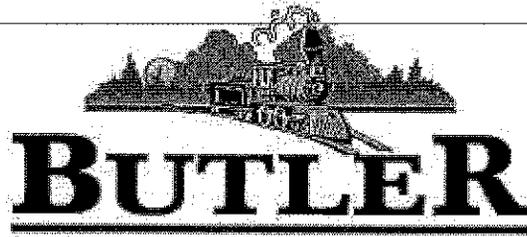
Certificate of Comprehensive Insurance Required: Yes No

Performance Bond Required: Yes No

Special Conditions:

Village Board Approval:

Signature _____ Date _____



**REFUSE COLLECTION/DISPOSAL
AND
RECYCLING COLLECTION/PROCESSING
FOR THE VILLAGE OF BUTLER**

GENERAL CONTRACT SPECIFICATIONS AND PROVISIONS

**CONTRACT BETWEEN
VILLAGE OF BUTLER
AND**

Proposal submitted _____, 2015

Submitted By: _____
(Company Name)

Contact Information: _____
(Name)

(Telephone Number)

(E-mail address)

VILLAGE OF BUTLER, WISCONSIN
PROPOSAL FOR GARBAGE AND RUBBISH COLLECTION

The VILLAGE OF BUTLER requests proposals for collection, transportation, disposal, and processing of refuse and recycling from qualified vendors.

This request for proposal calls for a 5-year contract with an option to renew an additional 5-years.

The Village of Butler is located in eastern Waukesha County between Milwaukee, Brookfield and Menomonee Falls. Butler's population is 1,880 with a high concentration of light industrial and commercial properties.

The Village's current contract for refuse and recycling contract ends with Waste Management on December 31, 2015. The Village is currently billed at a per unit basis which accounts for 519 residential (one and two family dwellings) and 285 condo/apartment units.

The Village reserves the right to reject any and all proposals, to waive any and all informalities, and to negotiate contract terms with the selected provider.

Any questions regarding this proposal should be directed to Kayla Chadwick, Village Administrator, Village of Butler, 12621 W. Hampton Ave, (262) 783-2525 or kchadwick@butlerwi.gov

A formal bid opening will take place on Monday, July 6, 2015 at 10:00 am:

The Village of Butler Village Hall
12621 W. Hampton Ave
Butler, WI 53007

The proposal shall be submitted to the above address in a sealed envelope and clearly marked: "VILLAGE OF BUTLER REFUSE / RECYCLING PROPOSAL – ATTENTION KAYLA CHADWICK, VILLAGE OF BUTLER."

All qualified bidders must be able to demonstrate a track record of providing similar service to a comparable size community or larger in Southeastern Wisconsin. The Village Public Works Committee will have the final determination if any bidders qualifications are challenged by the Village Staff.

The undersigned, having become familiar with the local conditions affecting the cost of the work, the prequalification questionnaire, the Instructions to bidders, the general contract provisions, the contract work specifications, and any addenda, hereby proposes to provide all labor, materials, necessary tools, equipment, containers, and transportation services necessary to complete, in a workmanlike manner, all of the work required for the collection and disposal of refuse from one and two family residences, three family apartment complexes, and four six(6) unit and the five eight (8) unit buildings and the government buildings as listed in the contract work specifications, including the recycling of various materials.

This bid is made with the full knowledge of the kind, quality and quantity of the work and materials required and after personal investigation and examination of the local conditions and accessibility of the work. It is agreed that the undersigned will enter into an Agreement with the Village and will furnish all required insurance and sureties to perform the work as out lined in the Contract Documents and in accordance with the following schedule of contract fees:

CHECKLIST FOR SUBMITTALS

- Narrative presentation
- Signed cover letter of submittal on the Contractor's letterhead
- Signed proposal form
- Proposed route map/day
- Completed Price Quotation Section
- List of Wisconsin Municipalities Served
- Equipment Inventor
- Listing of Facilities
- Certificate of Insurance (required upon Contractor selection, but before contracting signing)
- Performance Bond

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SECTION I FORM OF AGREEMENT

THIS AGREEMENT MADE this _____ day of _____, 2015, by and between _____ hereinafter called the "Contractor" and the Village of BUTLER, Wisconsin, hereinafter called the "Village"; WITNESSETH, that the Contractor and the Village, for the consideration stated herein agree as follows:

SECTION II GENERAL CONTRACT PROVISIONS

DEFINITIONS. The terms as used in these contract documents are as follows:

"Brush" - logs, branches, trunks, stumps of removed or partially removed trees, hedge, or bushes.

"Commercial waste" - solid waste material resulting from the operation of a business, store, school, church, club, lodge, apartment and multiple-family complex of five units or more, and similar enterprises, and includes garbage, rubbish, and other solid materials incidental thereto. Excluding condominiums.

"Composting" - the controlled biological reduction of organic waste to humus.

"Condominium Complex" - Any residential type structure having more than three families in separate living units owned separately and receiving a separate tax bill.

"Construction or demolition waste" - waste resulting from building construction, alterations or repair, dirt from excavation, plumbing, heating or similar alterations or replacements.

"Contractor" - The person, persons, firm or corporation, including the agents, employees, workers, or assignees of said contract, to whom the contract is awarded by the Village and who is subject to the terms of said contract.

"Disposal Site" - Landfill, composting center, recycling material recovery center, etc.

"Domestic waste" - solid waste material resulting from the usual and customary routine of residential housekeeping and includes garbage and rubbish.

"Garbage" - all waste, animal, fish, fowl, or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption.

"Garden waste" - shall include all annual, perennial and weed plant material contained within a vegetable or flower garden.

"Green grass clippings" - grass clippings resulting from the mowing of lawns.

"Holiday" - New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, exclusively.

"Kitchen waste" - shall be any uncooked plant matter not contaminated by or containing meat, fish and or dairy products.

"Leaves" - shall mean none woody fallen tree material.

"Director" - The Director of Public Works of the Village of Butler as appointed by the Village Board of Trustees of the Village of Butler or his designee.

“Multi-family Residence” - Any residential type structure having more than three families in rented separate living units with the whole property having a single tax bill.

“Newsprint” - shall mean a common and inexpensive machine finished paper made chiefly from wood pulp and used for newspapers and paper material from mailings and gray board.

“Project” - The entire area proposed by the Village to be serviced in whole or in part pursuant to the contract.

“Recyclables” - shall be all materials subject to recycling under Wis. Stats. ch. 287 including newsprint, boxes, cartons, office paper, glass, aluminum, tin, and plastic (grades 1 to 7).

“Recycling” - The act of removing recyclable items from the general waste stream, prohibiting its entrance into a landfill.

“Residential housekeeping” - shall include single-family dwellings, duplexes, three and four family dwellings and condominium units.

“Rubbish” - is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and not recyclable. Includes, excelsior, ashes, cinder, metals and rubber.

“Rubble” - Broken fragments of rock, masonry, stone, or other building material.

“Single/two/three/four-family Residence” - Any single or two family home wherein one to two families reside in separate living units.

“Business” – any commercial type unit that generates rubbish of three (3) 32 gallon containers or less per week. Small businesses shall be considered single/two/three/four-family units for the purpose of this contract.

“Solid waste” - domestic waste resulting from domestic use activities, excluding toxic wastes, hazardous materials, hazardous wastes or hazardous substances (as further defined under state and federal law), construction or demolition waste, green grass clippings and rubble.

“Subcontractor” - A person, firm or corporation, including the agents, employees, workers, or assignees of said contractor, other than the contractor supplying labor and materials or labor only on the work site of the project.

“Surety” - The person, firm or corporation that has executed, as surety, the Contractor’s Performance Bond, securing the performance of the contract.

“Thatch” - is a mat of un-decomposed dead grass plants accumulated next to the soil in a lawn.

“Village” - The Village of Butler.

“Village Municipal Buildings” - Village Hall – 12621 W. Hampton Ave; Public Works Complex – 12975 W. Silver Spring Road; Library – 12808 W. Hampton Ave; Community Building – 5251 W. 127th Street.

“Village Administrator” – the Butler Village Administrator or her designee.

“Work” - All work, including materials, labor, supervision, and use of equipment necessary to complete the project in full compliance with the terms of the contract.

“Waste tires” - means tires that are no longer suitable for its original purpose because of wear, damage or defect.

“White goods/major appliances” - includes refrigerators, dishwashers, air conditioners, ranges/stoves, washing machines, dryers, water softeners, trash compactors, dehumidifiers, water heaters, microwave ovens, and ovens.

“Yard Waste” - Waste limited to what is grown and/or produced on a residential property. Including, but not limited to: branches, leaves, logs, stumps, weeds, mulch, thatch, and brush, but not including green grass clippings.

2. SCOPE OF WORK. The Contractor shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the collection and processing/disposal of all recyclables and solid waste in the Village of Butler, Wisconsin, for a period of five (5) years, commencing on January 1, 2016 and terminating on December 31, 2021, all in accordance with the general contract provisions and contract work specifications.

For this purpose of this contract all single and two family units will be considered one unit. The Village has no three or four family units.

3. CONTRACT SECURITY. To guarantee completion of this contract and the provisions contained herein, the Contractor attaches hereto and makes apart hereof a performance bond on the form attached or an irrevocable letter of credit on a form approved by the Village Attorney, in the sum of \$500,000.00 duly executed by the Contractor and a surety licensed by the State of Wisconsin or a lending institution.

4. CONTRACTORS INSURANCE. The Contractor shall not commence work under this contract until all insurance is obtained as required under this subsection and shall not commence work until such insurance has been approved by the Village. The Contractor shall not allow any subcontractor to commence work on the subcontract until all similar insurance has been obtained by the subcontractor, and approved by the Village.

A. Worker’s Compensation Insurance

The Contractor shall obtain and maintain, during the life of this contract and before any work is commenced, Worker’s Compensation Insurance for all employees employed on the project. In the event any work is sublet, the contractor shall require the subcontractor to provide Worker’s Compensation Insurance for all of the subcontractor’s employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees is engaged in work under this contract at the project site, and is not protected under the Worker’s Compensation Statute, the Contractor shall provide Employer’s Liability Insurance for the protection of employees not protected by the Worker’s Compensation Statute.

B. Public Liability and Property Damage Insurance

The Contractor shall obtain and maintain, during the life of this contract, such public liability and property damage insurance as shall protect the contractor, any subcontractor, and the Village during the performance of work covered by this contract. Public liability and property damage insurance shall include, but is not limited to, claims for damages from personal injury, including accidental death, and claims for property damage, which may arise from operation under this contract. The coverage for insurance is the responsibility of the contractor, whether such operations are undertaken by contractor, or by any subcontractor, or by anyone directly or indirectly employed by any contractor or sub-contractor in such manner as to impose liability on the Village.

If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the contractor, subcontractors, agents, workers, or assignees of the said contract, or in their performance, or failure to perform any provisions of the contract or of the law, the contractor shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subject, or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the contractor shall indemnify the Village for any loss and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law, ordinance or regulation, the infringement of any patent, trademark, trade name or copyright.

C. Comprehensive General Liability and Property Damage Insurance

The Contractor shall not commence work on this contract until obtaining all insurances required under this paragraph and has filed certificates thereof with the Village: Coverage shall protect the contractor, subcontractor, agents, workers, employees, or assignees of contractor during the performance of this contract work from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operation under this contract, whether such operations be by contractor, subcontractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Village. The amounts of such insurance shall be subject to the following limits: \$5,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate

D. Comprehensive Automobile Liability and Property Damage

The provisions of the subparagraph shall include, but not be limited to the operations of owned, hired and non-owned motor vehicles for which this contract is applicable. \$5,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate. The Contractor shall file a certificate of insurance containing a ten (10) day notice of cancellation.

E. Proof of Carrying Insurance

The Contractor shall furnish the Village with satisfactory proof of the required insurance and that coverage has been obtained with a reliable company or companies, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance company(s) and filed with the Village. The Contractor shall also submit the original insurance policies for inspection and approval of the Village before work is commenced. Said insurance shall not be cancelled, permitted to expire or be changed thereafter without notice often (10) days in advance to the Village and with the approval by the Village.

F. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Each insurance policy required by this clause shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- H. The VILLAGE, its officers, employees and volunteers are to be covered as additional Insured's' as respects liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officers, officials, employees or volunteers.
- I. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

5. PERMITS AND COMPLIANCE WITH LAWS. The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by Municipal, State, and Federal regulations and laws, unless specifically provided otherwise in the contract specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall, notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part of with the same force and effect as if specifically set out herein.

6. SUBCONTRACTS. The Contractor shall notify the Director, in writing, of the names of all subcontractors. The Contractor agrees to be fully responsible to the Village for the acts or omissions of his subcontractors, and of anyone employed directly or indirectly by subcontractor. This contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Village. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the contract work specifications contained herein, as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved, in writing, by the Village.

7. ASSIGNMENT OF CONTRACT. No Assignment by the contractor of any principal contract or any part thereof or the funds to be received hereunder by the contractor, will be recognized unless such assignment has had written approval of the Village Administrator, and the Surety has been given due notice of such assignment and the Village Administrator has furnished written consent thereto. Such written approval by the Village Administrator shall not relieve the contractor of the obligations incurred by the contractor under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporation rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.

8. SUPERINTENDENCE. The Contractor shall give his personal superintendence to the work or have at the site of the work at all times, a competent foreman, superintendent, or other representative satisfactory to the Director and having authority to act for the Contractor. Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been appointed to represent the Contractor shall so act, and shall follow without delay, instructions of the Director in the performance of the work in conformity with the contract work specifications.

9. USE OF JOB SITE. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workers to limits indicated by law, ordinances, permits or direction by the property owner and shall not encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

10. USE OF PRIVATE LAND. The Contractor shall not use any vacant lot or private land within the Village of BUTLER, as a spoil site, without written authorization of the owner of the land (or owner's agent) and approval by the Village Administrator. A copy of the authorization shall be filed with the land owner for his approval.

11. LABOR. The Contractor shall employ competent skilled workers and foremen in the conduct of work on this contract. The Director shall have the authority to order the removal, from operations affecting the Village, of any Contractor's employee who refuses or neglects to obey any of his instructions relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening, or disorderly in his/her conduct to Village residents or personnel, and any such person shall not again be assigned to this project.

12. DAMAGE. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself/herself or the Village on account of damage inflicted by his/her operations and shall pay any judgment awarded to cover such damages. The Contractor will defend all claims, hold the Village harmless from any liability, and indemnify the Village for any loss arising out of, or occasioned by the Contractor's performance of this contract.

- A. Other complaints (e.g. property damage such as a mailbox/newspaper box or vehicle in the driveway) shall be called in to the Contractor's office and followed with a written complaint form from the Village to Contractor. Contractor must advise disposition of complaint to the property owner and to the Village within five working days and follow up as soon as possible to correct the problem. The penalty for failure to do so will be \$50.00 per occurrence per day.
- B. Failure of contractor to repair property damage caused by his/her workers or equipment within thirty (30) days of issuance of complaint shall be resolved as follows: The Village shall repair damage or cause damage to be repaired and bill Contractor for the cost of repair plus 50%.
- C. Repeated justifiable complaints from the same party shall be subject to a penalty equal to twice the value of the previous complaint penalty for said complainant.

The above penalties shall be itemized by the Director on the Contractor's monthly voucher and deducted there from. The Director shall make the initial determination as to the penalty.

13. PAYMENT TO CONTRACTOR. The Village shall pay the Contractor for the work specified in the sum indicated in Section IV, Schedule of Charges and Fees, with payments to be made monthly as invoiced by the contractor. The Director shall have the authority to make necessary adjustments in said invoice pursuant to provisions detailed under Section II, items 12, 14(A) and (B) and 18.

14. DEDUCTION AND PENALTY FOR UNCORRECTED WORK.

A. If the Village deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- (1) Failure of the Contractor to make the necessary collections.
- (2) Failure of the Contractor to respond to complaints to the satisfaction of the Village.
- (3) Failure of the Contractor to follow-up on "missed" pick-ups.
- (4) Failure of the Contractor to make pick-ups on the scheduled day.
- (5) Failure of the Contractor to properly collect and recycle any items defined as recyclable under the provisions of this contract.

Claims for damage filed against the Contractor with the Village shall be handled expeditiously by the Contractor. If contractor fails to do so, the Village maintains the right to withhold funds from the Contractor and pay claims if the Village feels the claims are warranted and justified.

B. In the situation that the Director determines that the contractor has failed in his/her duties to perform the provisions of said contract, and this failure does not warrant breach of contract, the Director is authorized to withhold the following charges per occurrence:

- (1) 14 A.(1) \$50.00
- (2) 14 A.(2) \$50.00
- (3) 14 A.(3) \$100.00
- (4) 14 A.(4) Determined on a Percentage of missed pickups.
- (5) 14 A.(5) \$400.00
- (6) Other Items As determined by the Director.

15. TERMINATION OF CONTRACT. In the event that any of the provisions of this contract are violated by the Contractor or by any of the Contractor's subcontractors, agents, workers, employees, or assignees, the Village may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within seven (7) days after the serving of such notice upon the Contractor such violation shall cease or satisfactory arrangements for correction be made, the contract shall upon the expiration of said seven (7) days, cease and terminate. In the event of any such termination, the Village shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within seven (7) days from the date of the mailing to such surety of notice of termination, the Village may take over.

The Village Board of the Village of Butler may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract.

16. NON-PERFORMANCE. Non-performance of this contract by the contractor is excused so far as caused by holidays, strikes, fires, extreme weather, catastrophic equipment failure, or vehicular accidents. If any of the above conditions occur, the Contractor shall immediately notify the Village in writing of such conditions. The failure to do so shall constitute failure on the part of the Contractor in the performance of this contract. The Contractor shall not receive payment for the period in which validly excused from performance.

17. POWER OF VILLAGE. The Contractor and the Village hereby specifically agree and declare that the contract for this work is made expressly subject to the powers of Village, as provided in the Wisconsin Statutes. In addition, should any disagreements arise as to the true meaning of this contract, the decision of the Village Board shall be final, conclusive and binding to all parties to the contract.

18. VILLAGE'S RIGHT TO DO WORK. Contractor shall have sufficient equipment and manpower available to continue regular pick-ups in case of breakdown of equipment, resignation of workers, or inclement weather. If the Contractor neglects to perform the work in accordance with the provisions of this contract, the Village, after three days written notice from the Village Administrator to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

19. VERBAL INFORMATION INVALID. Any verbal information obtained from or statement made by representatives of the Village of BUTLER at the time of the examination of the contract documents which apparently corrects or in any way amends the contract documents, shall be invalid. The Village of BUTLER will not be responsible for such verbal information or statements. Only written corrections and/or amendments to the contract shall become part of the contract.

20. FEDERAL AND STATE CHARGES. The Contractor or Village may seek an increase or decrease in the rates hereunder to adjust for increases or decreases in costs that become effective on or after January 15, 2009, due specifically to changes in local, state or federal regulations applicable to Contractor's operations or the services provided hereunder (other than income or real property taxes). The request for rate adjustments shall be supported by documentation provided by the requesting party. The requesting party shall provide the other party with no less than 90 days notice so the parties can negotiate and plan for the increase or decrease in costs accordingly.

21. LENGTH OF CONTRACT. The length of contract period is January 1, 2016 through December 31, 2021. The Village reserves the right to reopen any and all provisions of this contract due to changes in Federal and/or State Law, or recycling changes initiated on behalf of the Village. The Village's right to reopen any and all provisions of the contract shall be undertaken upon six (6) month prior written notice to contractor.

22. STARTING DATE. Contractor is expected to start collection on January 1, 2016.

SECTION III
CONTRACT WORK SPECIFICATIONS

OPTION "A"
Automated Weekly Solid Waste and Bi-Weekly Automated Recycling Pick-Up

96 Gallon Containers

1. PURPOSE. The purpose of this contract is to provide for the collection and disposal of all garbage, solid waste and other disposable items from the single/two/three/four-family residences, Condominium Complexes, and Village Municipal Buildings in the Village of Butler.

The contractor shall also provide special collection of white goods/major appliances and household furniture placed at roadside as called in and at a weight-size limit of 800 pounds or 4 cyds. of small materials. **See Schedule for pricing.**

The Village will be allowed, at no charge and upon completion of the appropriate documentation, to dispose of clean fill material at the Contractor's disposal site, up to 25 loads, primarily from street sweeping operations.

2. SINGLE FAMILY RESIDENTIAL CONTAINER SPECIFICATIONS. Each single/two family residential unit is provided with one (1) 94 to 96 gallon mobile refuse cart per dwelling unit. The Contractor shall provide all mobile refuse carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the residence as needed. Identification and instructions shall be imprinted on the cart at the approval of the Village. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price.

3. SPECIAL CONTAINERS The Contractor shall provide and maintain a sufficient number of closed refuse containers to serve condominium complexes. Existing condominium complexes in the Village include:

- Hampton Regency 120 units (4-2 yard Dumpsters)
- Butler Square 65 units (2-2 yard Dumpsters)
- Hampton Crest 35 units (2-2 yard Dumpsters)
- Five, eight (8) unit buildings (1-2 yard Dumpster per building)
- Four, six (6) unit buildings (1-2 yard Dumpster per building)

Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term to allow for changing occupancy rates at each development. The Contractor shall contact representatives from each condominium complex to provide the most adequate quantity and type of containers. The Village shall be notified in writing of any changes made to the quantity and type of refuse containers used.

The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated refuse, as mutually agreed to by the Village and Contractor.

4. FREQUENCY OF COLLECTION. Contractor shall collect each single/two family residence at least once in each 7 day period. Collection of single/two family residential units shall be on a scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Director.

Contractor shall remove refuse at the Village Municipal Buildings at least once in each 7 day period. Additional periodic collections, as necessary, may be requested by the Village at cost as determined/prorated from the Schedule.

In the event the Contractor falls behind in the schedule, such situation shall be corrected immediately so that the normal collection schedule is resumed. The Village shall be notified immediately if any change in the schedule is made for any reason. In the event such schedule is not corrected within one (1) week, the Contractor shall only receive a prorated share of the contract payment. The Director shall determine monthly to what degree the contractor has performed the seven day collection schedule, and payment shall be made accordingly. In the event the contractor feels aggrieved by the decision of the Director the Contractor may appeal such decision to the Village Board, who shall make decision thereon, and whose decision thereon shall be final. Failure to adhere to the collection schedule, except as outlined in Section II, 16. NON-PERFORMANCE, shall be considered a breach of said contract and shall constitute sufficient grounds for termination of said contract.

5. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

6. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays, except for emergencies as approved by the Director. Should any holiday interrupt weekly collection, the Contractor shall coordinate with the Village appropriate schedule changes January of each year prior to the holiday event.

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

7. MAP. It is the Contractor's responsibility to adhere to the route schedule map, as provided by the Village. In the event the Contractor chooses to revise the route map, it is the Contractor's responsibility to ensure that copies of this map and a set of regulations are distributed to the affected residents of Butler prior to the effective date of any change. Any change in the route map shall not be permitted until written approval of said route change by the Director is received by the Contractor.

8. COMPLAINTS. All complaints and requests for service shall be made directly by the single/two/three/four-family residences and by the condominium complexes to the Contractor. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received except those complaints received after 2:00 p.m. may be satisfied the next day. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B).

9. LOCATION OF REFUSE CARTS FOR COLLECTION. Residents shall locate their refuse carts on the end of the driveway by the roadside. All refuse must be in one location. It is the Contractor's responsibility to replace the empty refuse cart in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in drainage ditches. **The lid of the empty refuse cart shall be left in the closed position by the Contractor** after collection. The Contractor is not responsible for collection of material located outside of the cart.

For condominium complexes, the refuse containers required under Section II. 3. shall be placed by the Contractor at the direction of the Village and complex management. All containers will be located in a manner to allow ease of access by the collection vehicles. Any changes in the location of containers must be approved by the Director. The Contractor is not responsible for collection of material located outside of the containers.

10. MANNER OF COLLECTION. The Contractor agrees to furnish equipment that is adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered compactor vehicles with sufficient personnel. The Contractor shall exercise due diligence in making efforts to collect items, regardless of size, provided they may be accommodated by the truck hopper and are capable of being received into the compactor. All service is to be rendered in a good and workmanlike manner and shall include reasonable care to prevent damage or loss of the carts belonging to Village. It is contemplated by this agreement that the Contractor's personnel shall pick up all garbage or refuse that drops off or is blown off or in any way removed from the truck or container while the truck is being loaded or traveling on any road or street in the Village or enroute to the disposal site. It is agreed by the Contractor that its personnel and its equipment shall present a reasonably neat appearance and that service shall be conducted with courtesy and due deference to the patrons served.

In addition, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

NOTE: All materials meeting criteria in paragraph 1. Purpose must be picked up according to the collection schedule. Only material not meeting above criteria may be left behind. Any material left at the roadside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

11. HARDSHIP CASES. At a residence where all occupants are handicapped and are unable to place their refuse and/or recycling containers at roadside, the Contractor will be responsible for moving the containers from their storage location, taking them to the vehicle and then returning them to their original storage location. The Village shall not be assessed an additional fee by the Contractor for this special handling of refuse for handicapped individuals. The Contractor shall maintain a log of all residences under such hardship, and shall be informed by the Village of additional properties to be added to the log. A missed pickup at any of these residences shall constitute failure to make necessary collection, subject to penalty as identified in Section II. 14. (A) and (B).

12. LANDFILL SITE. Contractor shall furnish a disposal site and shall hold the Village harmless from any claims whatsoever concerned with the maintenance of said disposal site, or any claims for negligence, violation of law or public or private nuisance pertaining to said disposal site. At the commencement of this Agreement and at other times during the term of this Agreement when requested to do so by the Village, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the Village's refuse are in conformance and in compliance with all laws, rules and regulations governing the operation and use of said disposal sites for disposal of refuse, and that where licenses to operate are required, Contractor will provide appropriate verification that such licenses have been obtained and are valid.

13. RECYCLING. This Section shall provide for the roadside collection of all recyclables for all single/two family residences and adequate collection facilities for condominium complexes and Village Municipal Buildings included in this agreement. The Contractor agrees to assist the Village in educating Village residents on recycling procedures and practices.

A. Recycling Containers: The Contractor shall provide 96 gallon carts for single stream collection of recyclable. Contractor will provide all mobile recycle carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the residence as needed. Costs associated with supplying and maintaining said carts shall be incorporated into

the monthly contract price. This cart shall be similar to the refuse cart, but shall be so different to distinguish for resident use and collection. Identification and instructions shall be imprinted on the cart at the approval of the Village.

The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve condominium complexes (as identified in Section II. 3). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used. The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village and Contractor.

- B. Frequency of Collection: Recyclables shall be collected once every 14 day period. Manner of collection shall coincide with the guidelines for refuse collection as set forth in Section III. paragraphs 4 through 11 of this agreement.
- C. Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. In addition, all recyclable materials collected by the Contractor shall be delivered to Resource Management Companies. Contractor shall provide the Village with a monthly report on recycling efforts and shall include, but not be limited to the following:
 - The amount, in tonnage or pounds of each recyclable material collected
 - The revenue received from the sale of each recyclable material collected
 - The amount of savings, in dollars and landfill volume, as a result of the diversion of recyclables from the refuse stream which reduces the Village's disposal costs. i.e. tipping fees, State fees.
- D. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from all single/two family residences a fixed fee per residence per month according to Section IV, Schedule of Charges and Fees, of this contract.
- E. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from condominium complexes and Village Municipal Buildings a fixed fee per month according to Section IV, Schedule of Charges and Fees, of this contract.
- F. The contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within the Village. This may require the use of collection personnel to distribute printed material provided by the Village during the collection process.

15. YARD WASTE CURBSIDE PICK-UP SUBSCRIPTION. The Contractor shall provide the following;

1. All equipment personnel, labor and material necessary for the collection of yard waste as defined in S. 159.01(17) Wisconsin Statutes as may be generated by residential, multi-family and eligible commercial and industrial dwellings as establishments who subscribe to the service within the Village.
2. Yard waste may not exceed 2 bags or containers per week per dwelling or establishment subscribing to the service.

3. Contractor will bill the owner of each single family residential unity, multi-family complex, commercial or industrial unit directly for the yard waste subscription service.
4. A charge of (\$_____/year SEE PRICING CHART) will be billed in advance to those who wish to subscribe to the service.
5. Collection of yard waste shall be made on the same day as refuse collection between the same hours unless the contractor is prevented from doing so by inclement weather, holidays or other causes beyond the contractors control. The term holiday is defined in the definition section of the RFP.
6. Collection of yard waste shall be made weekly between the period of April 1st through November 30th of each year of this contract.
7. In the event that yard waste was not collected during the days and times specified in this contract, the Contractor agrees to collect such yard waste within twenty-four (24) hours, upon notification of the Village. If the holiday falls on the day of collection, the contractor shall make collections within twenty-four (24) hours following the holiday. Regular collections shall resume the following week.
8. In the event of inclement weather which prohibits collection on the designated collection day, Contractor shall notify the Village Administrator of such a delay.

16. STORM WATER SERVICES. The Village is under a WDNR NR216 permit which requires the Village to conduct street sweeping operations and the cleaning of debris from storm water catch basins/inlets. Contractor shall allow the Village to dump 25 lads per year at your facility as part of this contract for the disposal of street sweeping and catch basin cleaning debris.

These services shall be reimbursed according to Section IV, Schedule of Charges and Fees, of this contract.

**SECTION IV
SCHEDULE OF CHARGES AND FEES
OPTION "A"**

**Automated Weekly Solid Waste and Bi-Weekly Automated Recycling Pick-Up
96 Gallon Containers**

Service 2016 Subsequent Contract Years Through December 2021

The following prices are effective January 1, 2016.

Unless other prices are provided by the Contractor, effective January 1, 2016 and each January 1st through December 2021, the rates and fees as detailed below shall be adjusted by the percentage of increase or decrease as determined by the annualized Consumer Price Index for the Milwaukee SMSA, as published by the U.S. Bureau of Labor Statistics. The Transportation Index for the Urban Wage Earners and Clerical Workers section shall be used. This CPI adjustment shall have a cap as set by the contractor below.

CPI Cap for years 2016 through December 2021: _____ (____%) percent.

IF CONTRACTOR IS NOT USING THE CPI ABOVE FOR 2016 THROUGH 2021, THEN PROVIDE ADDITIONAL SHEETS WITH CHARGES AND FEES FOR EACH YEAR.

PER TON REFUSE DISPOSAL COST AT LANDFILL \$ _____ /ton

PER TON REFUSE DISPOSAL STATE FEE 2016 \$ _____ /ton
(yearly adjusted as set by the State of Wisconsin)

ONE/TWO (counted as 1 unit) FAMILY RESIDENTIAL UNITS

Monthly Roadside Refuse Collection/Transport \$ _____ /unit
(weekly – 52 collections)

Monthly Roadside Recycling Collection/Transport \$ _____ /unit
(bi-weekly – 26 collections)

FEES FOR CONDOMINIUM COMPLEXES

Monthly Refuse Collection, Transport, Disposal

Hampton Regency 120 units (4-2 yard Dumpsters) \$ _____ /month

Butler Square 65 units (2-2 yard Dumpsters) \$ _____ /month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ _____ /month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ _____ /month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ _____ /month

Monthly Recycling Collection/Transport

Hampton Regency 120 units (4-2 yard Dumpsters) \$ _____ / month

Butler Square 65 units (2-2 yard Dumpsters) \$ _____ / month

Hampton Crest 35 units (2-2 yard Dumpsters) \$ _____ / month

Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ _____ / month

Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ _____ / month

FEEES FOR VILLAGE OWNED BUILDINGS/FACILITIES

Monthly Refuse Collection, Transport, Disposal

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 th Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

Monthly Recycling Collection/Transport

Butler Village Hall/Police/Fire – 12621 W. Hampton	
Residential Pickup	\$ _____/month
Public Works Complex – 12975 W. Silver Spring Rd.	
1 – 4 yard dumpsters	\$ _____/month
Village Library – 12808 W. Hampton Ave	
Residential Pickup	\$ _____/month
Butler Community Building – 5251 N. 127 th Street	
2-2 yard Dumpsters	\$ _____/month
Eight (8) 32 gallon decorative refuse containers located On Hampton Ave. and the adjacent north and south Municipal Parking lots	\$ _____/month

STORM WATER SERVICES

Annual charge for 25 loads of Street Sweeping debris included in this contract.

Per ton disposal charge for street sweeping and catch basin debris (after 25 loads included in this contract. Village will transport)	\$ _____/ton
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SPECIAL EVENTS AND SERVICES.

<u>Refuse Containers</u> (30 yd min., placed, removed)	\$ _____/unit
Village may need this service from time to time	

SPECIAL CALLED IN PICK UP

Per called in pick up \$ _____/call
(800lbs. limit or 4 cyds. Fee between the Contractor and Resident)

YARD WASTE SUBSCRIPTION SERVICE COLLECTION

Seasonal rate per collection unit \$ _____/annually

Fuel Rate Adjustment \$ _____/ton

Due to the fluctuating costs of fuel and its impact on our financial performance all unit rates quotes for refuse and recycling will be subject to a fuel surcharge. For each \$0.10 increase/decrease in Diesel Fuel costs above or below \$3.50 per gallon based on an average cost of diesel fuel for the past 120 days; using the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index.

**SECTION III
CONTRACT WORK SPECIFICATIONS**

**OPTION "B"
CURRENT OPERATIONS**

1. PURPOSE. The purpose of this contract is to provide for the collection and disposal of all garbage, solid waste and other disposable items from the single/two/three/four-family residences, Condominium Complexes, and Village Municipal Buildings in the Village of Butler.

The contractor shall also provide special collection of white goods/major appliances and household furniture placed at roadside as called in and at a weight-size limit of 800 pounds or 4 cyds. of small materials. **See Schedule for pricing.**

The Village will be allowed, at no charge and upon completion of the appropriate documentation, to dispose of clean fill material at the Contractor's disposal site, up to 25 loads, primarily from street sweeping operations.

2. SINGLE FAMILY RESIDENTIAL CONTAINER SPECIFICATIONS. Each single/two family residential unit shall place their refuse curbside in the container of their choice. Refuse must be in a trash bag and may be in garbage cans (each cannot exceed 32 gallons in size), trash bags, or bundled neatly. Each container, bag, or bundle shall not exceed 50 lbs.

3. SPECIAL CONTAINERS The Contractor shall provide and maintain a sufficient number of closed refuse containers to serve condominium complexes. Existing condominium complexes in the Village include:

- Hampton Regency 120 units (4-2 yard Dumpsters)
- ~~Butler Square 65 units (2-2 yard Dumpsters)~~
- Hampton Crest 35 units (2-2 yard Dumpsters)
- Five, eight (8) unit buildings (1-2 yard Dumpster per building)
- Four, six (6) unit buildings (1-2 yard Dumpster per building)

Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term to allow for changing occupancy rates at each development. The Contractor shall contact representatives from each condominium complex to provide the most adequate quantity and type of containers. The Village shall be notified in writing of any changes made to the quantity and type of refuse containers used.

The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated refuse, as mutually agreed to by the Village and Contractor.

4. FREQUENCY OF COLLECTION. Contractor shall collect each single/two family residence at least once in each 7 day period. Collection of single/two family residential units shall be on a scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Director.

Contractor shall remove refuse at the Village Municipal Buildings at least once in each 7 day period. Additional periodic collections, as necessary, may be requested by the Village at cost as determined/prorated from the Schedule.

In the event the Contractor falls behind in the schedule, such situation shall be corrected immediately so that the normal collection schedule is resumed. The Village shall be notified immediately if any change in the schedule is made for any reason. In the event such schedule is not corrected within one (1) week, the Contractor shall only receive a prorated share of the contract payment. The Director shall determine monthly to what degree the contractor has performed the seven day collection schedule, and payment shall be made accordingly. In the event the contractor feels aggrieved by the decision of the Director the Contractor may appeal such decision to the Village Board, who shall make decision thereon, and whose decision thereon shall be final. Failure to adhere to the collection schedule, except as outlined in Section II, 16. NON-PERFORMANCE, shall be considered a breach of said contract and shall constitute sufficient grounds for termination of said contract.

5. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

6. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays, except for emergencies as approved by the Director. Should any holiday interrupt weekly collection, the Contractor shall coordinate with the Village appropriate schedule changes January of each year prior to the holiday event.

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

7. MAP. It is the Contractor's responsibility to adhere to the route schedule map, as provided by the Village. In the event the Contractor chooses to revise the route map, it is the Contractor's responsibility to ensure that copies of this map and a set of regulations are distributed to the affected residents of Butler prior to the effective date of any change. Any change in the route map shall not be permitted until written approval of said route change by the Director is received by the Contractor.

8. COMPLAINTS. All complaints and requests for service shall be made directly by the single/two/three/four-family residences and by the condominium complexes to the Contractor. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received except those complaints received after 2:00 p.m. may be satisfied the next day. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B).

9. LOCATION OF REFUSE FOR COLLECTION. Residents shall locate their refuse on the end of the driveway by the roadside. All refuse must be in one location. It is the Contractor's responsibility to replace the empty refuse containers in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in the drainage ditches.

For condominium complexes, the refuse containers required under Section II. 3. shall be placed by the Contractor at the direction of the Village and complex management. All containers will be located in a manner to allow ease of access by the collection vehicles. Any changes in the location of containers must be approved by the Director. The Contractor is not responsible for collection of material located outside of the containers.

10. MANNER OF COLLECTION. The Contractor agrees to furnish equipment that is adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered compactor vehicles with sufficient personnel. The Contractor shall exercise due diligence in making efforts to collect items, regardless of size, provided they may be accommodated by the truck hopper and are capable of being received into the compactor. All service is to be rendered in a good and workmanlike manner and shall include

reasonable care to prevent damage or loss of the carts belonging to Village. It is contemplated by this agreement that the Contractor's personnel shall pick up all garbage or refuse that drops off or is blown off or in any way removed from the truck or container while the truck is being loaded or traveling on any road or street in the Village or enroute to the disposal site. It is agreed by the Contractor that its personnel and its equipment shall present a reasonably neat appearance and that service shall be conducted with courtesy and due deference to the patrons served.

In addition, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

NOTE: All materials meeting criteria in paragraph 1. Purpose must be picked up according to the collection schedule. Only material not meeting above criteria may be left behind. Any material left at the roadside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

11. HARDSHIP CASES. At a residence where all occupants are handicapped and are unable to place their refuse and/or recycling containers at roadside, the Contractor will be responsible for moving the containers from their storage location, taking them to the vehicle and then returning them to their original storage location. The Village shall not be assessed an additional fee by the Contractor for this special handling of refuse for handicapped individuals. The Contractor shall maintain a log of all residences under such hardship, and shall be informed by the Village of additional properties to be added to the log. A missed pickup at any of these residences shall constitute failure to make necessary collection, subject to penalty as identified in Section II. 14. (A) and (B).

12. LANDFILL SITE. Contractor shall furnish a disposal site and shall hold the Village harmless from any claims whatsoever concerned with the maintenance of said disposal site, or any claims for negligence, violation of law or public or private nuisance pertaining to said disposal site. At the commencement of this Agreement and at other times during the term of this Agreement when requested to do so by the Village, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the Village's refuse are in conformance and in compliance with all laws, rules and regulations governing the operation and use of said disposal sites for disposal of refuse, and that where licenses to operate are required, Contractor will provide appropriate verification that such licenses have been obtained and are valid.

13. RECYCLING. This Section shall provide for the roadside collection of all recyclables for all single/two family residences and adequate collection facilities for condominium complexes and Village Municipal Buildings included in this agreement. The Contractor agrees to assist the Village in educating Village residents on recycling procedures and practices.

A. Recycling Containers: The Contractor shall provide 18 gallon bins for single stream collection of recyclable materials, and provide any necessary general maintenance, and deliver same to the residence as needed. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price.

The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve condominium complexes (as identified in Section II. 3). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex.

The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used. The quantity and type of containers at the Village Municipal Buildings shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village and Contractor.

- B. Frequency of Collection: Recyclables shall be collected once every 7 day period. Manner of collection shall coincide with the guidelines for refuse collection as set forth in Section III. paragraphs 4 through 11 of this agreement.
- D. Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. In addition, all recyclable materials collected by the Contractor shall be delivered to Resource Management Companies. Contractor shall provide the Village with a monthly report on recycling efforts and shall include, but not be limited to the following:
- The amount, in tonnage or pounds of each recyclable material collected
 - The revenue received from the sale of each recyclable material collected
 - The amount of savings, in dollars and landfill volume, as a result of the diversion of recyclables from the refuse stream which reduces the Village's disposal costs. i.e. tipping fees, State fees.
- D. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from all single/two family residences a fixed fee per residence per month according to Section IV, Schedule of Charges and Fees, of this contract.
- E. The Village shall pay to the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from condominium complexes and Village Municipal Buildings a fixed fee per month according to Section IV, Schedule of Charges and Fees, of this contract.
- F. The contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within the Village. This may require the use of collection personnel to distribute printed material provided by the Village during the collection process.

15. YARD WASTE CURBSIDE PICK-UP SUBSCRIPTION. The Contractor shall provide the following;

9. All equipment personnel, labor and material necessary for the collection of yard waste as defined in S. 159.01(17) Wisconsin Statutes as may be generated by residential, multi-family and eligible commercial and industrial dwellings as establishments who subscribe to the service within the Village.
10. Yard waste may not exceed 2 bags or containers per week per dwelling or establishment subscribing to the service.
11. Contractor will bill the owner of each single family residential unit, multi-family complex, commercial or industrial unit directly for the yard waste subscription service.
12. A charge of (\$_____ /year SEE PRICING CHART) will be billed in advance to those who wish to subscribe to the service.
13. Collection of yard waste shall be made on the same day as refuse collection between the same hours unless the contractor is prevented from doing so by inclement

weather, holidays or other causes beyond the contractors control. The term holiday is defined in the definition section of the RFP.

14. Collection of yard waste shall be made weekly between the period of April 1st through November 30th of each year of this contract.
15. In the event that yard waste was not collected during the days and times specified in this contract, the Contractor agrees to collect such yard waste within twenty-four (24) hours, upon notification of the Village. If the holiday falls on the day of collection, the contractor shall make collections within twenty-four (24) hours following the holiday. Regular collections shall resume the following week.
16. In the event of inclement weather which prohibits collection on the designated collection day, Contractor shall notify the Village Administrator of such a delay.

16. STORM WATER SERVICES. The Village is under a WDNR NR216 permit which requires the Village to conduct street sweeping operations and the cleaning of debris from storm water catch basins/inlets. Contractor shall allow the Village to dump 25 loads per year at your facility as part of this contract for the disposal of street sweeping and catch basin cleaning debris.

These services shall be reimbursed according to Section IV, Schedule of Charges and Fees, of this contract.

**SECTION IV
SCHEDULE OF CHARGES AND FEES
OPTION "B"**

CURRENT SERVICES

Service 2016 Subsequent Contract Years Through December 2021

The following prices are effective January 1, 2016.

Unless other prices are provided by the Contractor, effective January 1, 2016 and each January 1st through December 2021, the rates and fees as detailed below shall be adjusted by the percentage of increase or decrease as determined by the annualized Consumer Price Index for the Milwaukee SMSA, as published by the U.S. Bureau of Labor Statistics. The Transportation Index for the Urban Wage Earners and Clerical Workers section shall be used. This CPI adjustment shall have a cap as set by the contractor below.

CPI Cap for years 2016 through December 2021: _____ (____%) percent.

IF CONTRACTOR IS NOT USING THE CPI ABOVE FOR 2016 THROUGH 2021, THEN PROVIDE ADDITIONAL SHEETS WITH CHARGES AND FEES FOR EACH YEAR.

PER TON REFUSE DISPOSAL COST AT LANDFILL \$ _____ /ton

PER TON REFUSE DISPOSAL STATE FEE 2016 \$ _____ /ton
(yearly adjusted as set by the State of Wisconsin)

ONE/TWO (counted as 1 unit) FAMILY RESIDENTIAL UNITS

Monthly Roadside Refuse Collection/Transport \$ _____ /unit
(weekly – 52 collections)

Monthly Roadside Recycling Collection/Transport \$ _____ /unit
(weekly – 52 collections)

FEES FOR CONDOMINIUM COMPLEXES

Monthly Refuse Collection, Transport, Disposal

Hampton Regency 120 units (4-2 yard Dumpsters) \$ _____ /month
Butler Square 65 units (2-2 yard Dumpsters) \$ _____ /month
Hampton Crest 35 units (2-2 yard Dumpsters) \$ _____ /month
Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ _____ /month
Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ _____ /month

Monthly Recycling Collection/Transport

Hampton Regency 120 units (4-2 yard Dumpsters) \$ _____ / month
Butler Square 65 units (2-2 yard Dumpsters) \$ _____ / month
Hampton Crest 35 units (2-2 yard Dumpsters) \$ _____ / month
Five, eight (8) unit buildings (1-2 yard Dumpster per bldg) \$ _____ / month
Four, six (6) unit buildings (1-2 yard Dumpster per bldg) \$ _____ / month

FEES FOR VILLAGE OWNED BUILDINGS/FACILITIES

Monthly Refuse Collection, Transport, Disposal

Butler Village Hall/Police/Fire – 12621 W. Hampton

Residential Pickup \$ _____/month

Public Works Complex – 12975 W. Silver Spring Rd.

1 – 4 yard dumpsters \$ _____/month

Village Library – 12808 W. Hampton Ave

Residential Pickup \$ _____/month

Butler Community Building – 5251 N. 127th Street

2-2 yard Dumpsters \$ _____/month

Eight (8) 32 gallon decorative refuse containers located

On Hampton Ave. and the adjacent north and south

Municipal Parking lots \$ _____/month

Monthly Recycling Collection/Transport

Butler Village Hall/Police/Fire – 12621 W. Hampton

Residential Pickup \$ _____/month

Public Works Complex – 12975 W. Silver Spring Rd.

1 – 4 yard dumpsters \$ _____/month

Village Library – 12808 W. Hampton Ave

Residential Pickup \$ _____/month

Butler Community Building – 5251 N. 127th Street

2-2 yard Dumpsters \$ _____/month

Eight (8) 32 gallon decorative refuse containers located

On Hampton Ave. and the adjacent north and south

Municipal Parking lots \$ _____/month

STORM WATER SERVICES

Annual charge for 25 loads of Street Sweeping debris included in this contract.

Per ton disposal charge for street sweeping
and catch basin debris (after 25 loads included in this
contract. Village will transport)

\$ _____/ton

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)

\$ _____/unit

Village may need this service from time to time

SPECIAL CALLED IN PICK UP

Per called in pick up

\$ _____/call

(800lbs. limit or 4 cyds. Fee between the Contractor and Resident)

YARD WASTE SUBSCRIPTION SERVICE COLLECTION

Seasonal rate per collection unit

\$ _____/annually

Fuel Rate Adjustment

\$ _____/ton

Due to the fluctuating costs of fuel and its impact on our financial performance all unit rates quotes for refuse and recycling will be subject to a fuel surcharge. For each \$0.10 increase/decrease in Diesel Fuel costs above or below \$3.50 per gallon based on an average cost of diesel fuel for the past 120 days; using the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index.

SECTION V
PERFORMANCE BOND

INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND

The form of bonds attached hereto shall be used for this contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his/her full name and residence shall be inserted in the body thereof, and he/she shall sign the bond with his/her usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated in which case a scroll of adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A Power of Attorney authorizing the execution of the Bond by an attorney-in-fact, or Agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be counter-signed by a licensed resident agent.

FORM OF BOND
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
as Principal, and _____
as Surety, are held and firmly bound unto the Village of Butler, 12621 W. Hampton Ave,
Butler, Wisconsin 53007 in the full and just sum of one hundred thousand dollars
(\$100,000.00) lawful money of the UNITED STATES OF AMERICA for the payment of which
sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents:

WHEREAS: The Principal has submitted to the Village of Butler the attached signed Contract
being for rubbish collection and disposal in the Village of Butler from January 1, 2016 through
December 31, 2021 complete, as described in the foregoing CONTRACT and ARTICLES OF
AGREEMENT.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That inasmuch as the said
attached Contract has been executed on behalf of the

the above named bounden Principal shall in all respects well and truly keep and perform the
said Contract, and shall pay all sums of money due or to become due, for any labor,
materials, apparatus, fixtures of equipment furnished for the purpose of constructing the work
provided in said document, and shall defend, indemnify, and save harmless said Village of
BUTLER against any and all liens, encumbrances, damages, claims, expenses, costs and
charges of every kind except as otherwise provided in said specifications and other contract
documents arising out of or in relation to the performance of said work and the provisions of
said contract, and shall remove and replace any defects in workmanship or materials which
may be apparent or may develop.

And the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alterations or additions to the terms of the contract or to the work to be
performed hereunder or the specifications accompanying the same shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands

and seals this _____ day of _____, 200____.

In the presence of: _____ (as to Principal)

Attest:

Name of Principal (SEAL)

By: _____

Title

In the presence of: _____ (as to Surety)

Attest:

Name of Surety (SEAL)

Attorney-in-Fact

The above and foregoing is hereby approved as to form and sufficiency of
surety, this _____ day of _____, 200____.

By: _____

Village President
Title

**SECTION VI
FORM OF AGREEMENT**

THIS AGREEMENT MADE this _____ day of _____, 2015, by and between _____, hereinafter called the "Contractor" and the Village of Butler, Butler, Wisconsin, hereinafter called the "Village";

WITNESSETH, that the Contractor and the Village, for the consideration stated herein agree as follows:

COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached:

- a. Addendum Nos. – None
- b. Contract Work Specifications
- c. General Contract Provisions
- d. This instrument
- e. Contractor's accepted proposal of _____, 2015.

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Nothing in this contract shall be construed as creating an employment relationship between contractor, or any of its agents or employees, and the Village of Butler. This agreement constitutes an independent contractor's agreement.

In the event any work performed by contractor shall be governed by Wisconsin's prevailing wage rate laws, contractor agrees that all employees of contractor involved in the performance of work under this agreement shall be paid at the then applicable prevailing wage rate. It shall be the obligation of contractor to determine such applicability and rate as to work under this agreement.

Contractor and Village shall each be responsible for such claims and causes of action as may arise from negligent acts alleged as to their agents and employees, and each shall indemnify the other against any such claims or causes of action.

This contract is intended to confirm in all parts of applicable statutes of the State of Wisconsin, and if any part of provisions of the contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first written above.

VILLAGE OF BUTLER

(CONTRACTOR)

Patricia Tiarks, Village President

(Name)

Kayla Chadwick, Village Administrator

(Title)

VILLAGE OF BUTLER

RESOLUTION NO. 15-06**A RESOLUTION TO PETITION THAT WAUKESHA COUNTY PAY THE FULL COST
OF ITS ELECTION EQUIPMENT UPDATE PROGRAM**

WHEREAS, the Waukesha County Clerk is the Chief Election Officer of the County, obligated to perform all duties that are imposed on the Clerk in relation to the preparation and distribution of ballots and the canvass and return of votes at general, judicial and special elections, pursuant to Wisconsin Statutes Section 59.23(2)(i); and

WHEREAS, in requesting this election system upgrade from the Waukesha County Board, as shown in enrolled Resolution 169-4, the Waukesha County Clerk noted that the Waukesha County Clerk's office oversees the election procedures in the 37 municipalities of Waukesha County; that the Waukesha County Clerk's office is accountable to the voters of Waukesha County to ensure the integrity of the County's election process; that the individual municipalities have the authority to purchase any certified election hardware that they deem appropriate, whether or not it integrates with the County system, but by ensuring that the municipalities in the County are equipped with standard equipment and processes, that will minimize variances and increase successful running of elections; and

WHEREAS, enrolled Resolution 169-4 of the Waukesha County Board further states that the scope of services of the election system upgrade includes budgeting and planning for a single election system to be used by all municipalities throughout the County; and

~~WHEREAS, the Waukesha County Board adopted enrolled Resolution 169-4 on or about October 28, 2014, and it was approved by the County Executive on or about October 31, 2014, including a capital budget for the election system upgrade in the total project cost amount of \$2,318,000, which amount is more than adequate to cover the full cost of the proposed upgrade; and~~

WHEREAS, Waukesha County, therefore, has identified County goals, to best accommodate the performance of County duties, in order to achieve goals that apply throughout the entire County of Waukesha, without regard to municipal divisions; and

WHEREAS, municipalities also have duties related to elections, and have purchased election equipment to serve their needs; and

WHEREAS, the elections equipment being used by many municipalities throughout the County are deemed by the local municipal officials to be more than adequate for their purposes, and some of the equipment is quite new, having been purchased very recently, even in 2014 in some cases; and

WHEREAS, Waukesha County's goal of having quick, accurate election results throughout the County, and having uniform equipment used throughout the County, will not be achieved unless all of the equipment throughout the County is updated as proposed by Waukesha County's program; and

WHEREAS, State certification of election equipment was required starting in 2005, the State had certified the first equipment that will allow election results to be sent via modem in September, 2014, and the equipment purchased by the majority of the municipalities in Waukesha County the modem attachment was never approved by the State for use; and

WHEREAS, 100 percent participation by all 37 municipalities in Waukesha County will not be achieved without Waukesha County bearing the full cost, due to the fact that many municipalities have new, or relatively new equipment at present, which has been paid for by their taxpayers, and which are not in need of replacement, and the local municipalities therefore will not ask their taxpayers to pay again out of the local municipal budget in order to satisfy Waukesha County's goals in the performance of Waukesha County's duties; and

WHEREAS, Waukesha County's proposed upgrades, while they may assist Waukesha County in performance of Waukesha County's election duties, at the local level would only add cost, retraining and education responsibilities, additional staff time, and loss of use of current machines that are known and proven to be effective at the local level; and

WHEREAS, Waukesha County's goals can only be achieved, therefore, if Waukesha County pays all of the cost.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village of Butler that Waukesha County's election system upgrade approved by the Waukesha County Board in enrolled Resolution 169-4 should be fully funded by Waukesha County, with no requirement for cost sharing by local municipalities.

Dated this 5th day of May, 2015.

THE VILLAGE OF BUTLER

By: _____
Patricia Tiarks, President

ATTEST:

Kayla Chadwick, Administrator/Clerk

L:\MyFiles\Merge\Election Equipment\Election Equipment Resolution.04-23-15

Res. 15-06



March 13, 2015

To: Waukesha County Mayors, Village Presidents, and Town Chairs
From: Waukesha County Dept. of Administration Norm Cummings
RE: Budgeting for New Election System

Over several years Waukesha County communities purchased voting equipment that served us well. Much of the equipment needs to be retired. Some of the voting machines are starting to break down, a precursor to perhaps a much larger maintenance problem in the very near future. In addition, replacement parts are becoming more difficult to locate or no longer manufactured. For these reasons, the Waukesha County Board allocated funds for replacement of voting equipment countywide.

In consultation with the County Executive and County Clerk, I am asking all of you to budget in 2016 for voting machine replacement with a target implementation for the 2016 spring election. For the purposes of your budget planning, please refer to the attachments, titled, 'Countywide Election System Pricing Sheet' and 'Trade-In for Old Equipment'. Your clerk can help you determine your exact needs. Election System & Software (ES&S), the only vendor of new certified election equipment by the Government Accountability Board (GAB), is the vendor of choice.

Municipalities have the opportunity to save a significant amount of the cost by purchasing their new equipment together with the county's purchase. Per the terms of the Waukesha County budget, the County will pay for election equipment for participating municipalities and then bill back one third of the cost. The result is that the new election equipment will be two thirds (66.67%) funded by Waukesha County and participating municipalities should budget one third (33.33%) of the cost from their own budgets. Please understand this is a one-time offer to municipalities who participate. The County will allow the municipalities to reimburse their portion of the new election equipment costs over the next three (3) fiscal years at no interest, beginning in FY 2016. Municipalities who initially decide not to participate will be obligated to pay 100% of the voting equipment cost.

For those not participating, various tasks currently performed at county expense will be charged to the non-participants. Total costs are difficult to quantify at this time. In general, any tasks that have to be outsourced based on incompatible systems will be ratably charged back to the municipality. As an example, free programming for regularly scheduled elections will continue to be covered by the county for participating municipalities. For non-participating municipalities, programming costs will be outsourced, and costs related to local elections will be the responsibility of the municipality. Historically, outsourcing has been at a substantially higher cost.

In advance of the fall budget season, an Intergovernmental Agreement between Waukesha County and participating Municipalities within Waukesha County is included for your review. If you decide to

Waukesha County Government
Department of Administration
515 W. Moreland Blvd.
Waukesha, WI 53188

participate in the new Election System, we request you return the signed agreement to the County Clerk's Office no later than Wednesday April 15, 2015.

If you have any questions, please do not hesitate to call me at 262-548-7020 or email:
ncummings@waukeshacounty.gov

Norm Cummings
Director of Administration
Waukesha County Government

cc: Municipal Clerks
Kathleen Novack, Waukesha County Clerk

Waukesha County Government
Department of Administration
515 W. Moreland Blvd.
Waukesha, WI 53188

Countywide Election System Pricing Sheet
February 6, 2015

Equipment (Minimum Required by Municipality)

- DS200 Tabulator will replace the Eagle and Insight devices you're currently using. It includes a Scanner, Plastic ballot Box with Steel Door and e-Bin, Battery Backup, Paper Roll and 4GB Jump Drive. \$5,777.00 ea.
- DS200 Wireless Modem (AT&T, Sprint, or Verizon) \$300.00 ea.
(Does not include ongoing data transmission fees which are the responsibility of the municipality. Note: Landline Modem is NOT a supported option.)
- ExpressVote ADA Ballot Marking Device will replace the Edge and AutoMARK devices you are currently using. It includes the ExpressVote Unit, Backup Battery, Soft-sided Case, Detachable ADA Keyboard, 4GB Flash Drive and Headphones. \$3,527.00 ea.
- Rocker Paddle (Voters with limited motor control can navigate election. Hands, feet, or forearms can be used to make selections and cast a vote.) \$170.50 ea.
- Sip n' Puff Device (ADA-compliant voting device includes adjustable headset, 2 mouthpieces with gloves, 6-foot tube with quick connects, sip/puff switch box, cables to connect to ADA Ballot Marking Device, and a carrying case for all supplies.) \$350.00 ea.

Implementation Services (Funded by the capital project)

- Project Management
- Hardware Design, Installation and Acceptance Testing
- Software Installation and Acceptance Testing
- System Servers Installation and Software Implementation
- DS200 Tabulator and ExpressVote Acceptance Testing
- Migration from Current Election System
- Technical Assistance
- Consulting
- Election Day On-Site Support
- Post Go-Live Support

License and Maintenance Support (Firmware)

- The annual price for the DS200 Precinct Scanner is \$75.00 ea.
- The annual price for the ExpressVote ADA Ballot Marking Device is \$50.00 ea.

Support/Maintenance Packages

- One year Warranty. The one year warranty includes the maintenance for the Hardware and Firmware for the voting machines. ES&S has quoted a firm fixed price for the next five years for ongoing maintenance and support per machine as stated below. After the one year warranty period expires, ES&S will work with each municipality to sign a maintenance and firmware agreement that holds this pricing for the term of the contract. Ongoing maintenance expenses are the responsibility of the municipalities. You can choose:

o Gold Package

- DS200 Precinct Digital Tabulator (Annual Maint.) - \$175.00 ea.
- ExpressVote ADA Ballot Marking Device (Annual Maint.) - \$115.00 ea.

Includes: Yearly onsite preventative maintenance, 24 hour tech support line, onsite repairs by a tech, covers all parts with exception to batteries and damage to equipment. Core features for both the Gold coverage plan includes the use of certified replacement parts, technical help desk support, priority status for repair services, software and firmware upgrades, repairs made by trained and certified ES&S technicians.

o Silver Package

- DS200 Precinct Digital Tabulator (Maintenance Once Every 24 Months) \$125.00 ea.
- ExpressVote ADA Ballot Marking Device (Maintenance Once Every 24 Months) \$75.00 ea.

Includes: Biennial onsite preventative maintenance, 24 hour tech support line, onsite repairs by a tech, covers all parts with exception to batteries and damage to equipment. The proposed ES&S Silver coverage plan will provide repair services for the DS200 and ExpressVote units as well as a routine preventative maintenance service event during the coverage period. The biennial routine preventative maintenance service event includes the cleaning and lubrication of each unit of equipment and all labor and parts (except consumables items such as printer cartridges, paper rolls, batteries, removable memory devices, or marking instruments).

Estimated Annual Costs

DS200 Annual Hardware Maintenance	Cost (per unit)	Expected Life (in years)	Annual Cost (est)
Firmware License	\$75.00	1	\$75.00
Gold Maintenance Package*	\$175.00	1	\$175.00*
Back-up Battery	\$130.00	5	\$26.00
Coin Cell Battery	\$10.00	5	\$2.00
Estimated Annual Maintenance			\$278.00*

*Silver Maintenance Package would be \$50 less annually

ExpressVote Annual Hardware Maintenance	Cost (per unit)	Expected Life (in years)	Annual Cost (est)
Firmware License	\$50.00	1	\$50.00
Gold Maintenance Package^	\$115.00	1	\$115.00^
Back-up Battery	\$112.90	5	\$22.58
Coin Cell Battery	\$10.10	5	\$2.02
Estimated Annual Maintenance			\$189.60^

^Silver Maintenance Package would be \$40 less annually

Municipal Example: City of Pewaukee, Gold Maintenance Package

Device Type for City of Pewaukee	Qty Requested	Price Each	Extended Cost
DS200 Precinct Digital Tabulator	4	\$5,777.00	\$23,108.00
Wireless Modem for DS200	4	300.00	1,200.00
ExpressVote ADA Ballot Marking Device	3	3,527.00	10,581.00
ExpressVote Rocker Paddle	3	170.50	511.50
ExpressVote Sip n' Puff Device	3	350.00	1,050.00
Total Equipment Cost			\$36,450.50
Waukesha County Cost Share (66.67%)			\$24,301.55
City of Pewaukee Cost Share (33.33%)			\$12,148.95
City of Pewaukee 3-year Annual Cost (0% APR)			\$4,049.65

Device Type for City of Pewaukee	Qty Requested	Annual Maintenance	Extended Cost
DS200 Precinct Digital Tabulator	4	\$278.00	\$1,112.00
ExpressVote ADA Ballot Marking Device	3	\$189.60	\$568.80
Total Annual Cost (est.)			\$1,680.80

Product Equipment Training

- Product equipment training for Municipal Clerk's, Election Inspector's and the Waukesha County Clerk's Office (WCCO) will be funded by the capital project.

Trade-in Value to Muni (option)

- AutoMARK - \$150.00 each
- Eagle - \$150.00 each
- Edge - \$50.00 each
- Insight - \$100.00 each

Optional Items and Consumables (Municipalities and WCCO)

- DS 200 Steel Ballot Box with Diverter - \$1,230
- DS200 AC Power Cord - \$13.75
- DS200 Ballot Box Key Set - \$5.00 each
- DS200 Ballot Box Key - \$4.25 each
- DS200 Coin Cell Motherboard Battery \$10.00 each
- DS200 External Power Supply - \$77.00 each
- DS200 Thermal Paper Roll - \$1.85 each
- DS200 Tote Bin for Plastic Ballot Box - \$150.00 each

- DS200 Unit Key - \$4.25 each

- DS200 4GB Jump Drive (additional) - \$105.00 each (useful for recall situations or multiple elections)
- Express Vote Booth - \$425.00 each
- ExpressVote Table - \$325.00 each
- ExpressVote Thermal Activation Card-11 inch - \$30.00 (250 count)
- ExpressVote Thermal Activation Card-14 inch - \$40.00 (250 count)
- ExpressVote Thermal Activation Card-17 inch - \$45.00 (250 count)
- ExpressVote Thermal Activation Card-19 inch - \$50.00 (250 count)
- ExpressVote Coin Cell Battery - \$10.10 each
- ExpressVote 4 GB Jump Drive (additional) - \$105.00 each (not required, but useful for recall situations or multiple elections)
- ADA Stylus-Ball Gripper w/tip - \$5.85 each
- Alcohol Isopropyl - \$4.25 each
- Headphone Sanitary Cover - \$ 0.18 each
- Pens – (BIC Grip Roller Ball Pen, Black .7mm - \$10.68 per box of 12
- Touchscreen Cleaning Cloth - \$2.75 each
- Touch Screen Cleaning Kit - \$10.50 each
- Wire Roto 8" Tool less Seal - \$0.68 each

- Black Stylus - \$14.95
- Canned Air - \$11.50

ELECTION SYSTEMS & SOFTWARE, LLC

TRADE-IN FOR OLD EQUIPMENT

RFP #1424 ELECTION SYSTEM

3/31/2014

Trade-In Value \$150.00 \$150.00 \$100.00 \$50.00 \$150.00

Municipality	Auto-MARK	Eagle	Insight	Edge	Eagle-Retired	Grand Total	Current Equipment In-Use	Trade-In Value
C Muskego*		6	3	7	2	18	16	\$ 1,850.00
V Dousman		1		1		2	2	\$ 200.00
C Delafield			1	2		3	3	\$ 200.00
V North Prairie			1	1	1	3	2	\$ 300.00
V Menomonee Falls	12	12			2	26	24	\$ 3,900.00
C New Berlin*			8	7		15	15	\$ 1,150.00
V Sussex			2	1	3	6	3	\$ 700.00
V Butler			1	1	1	3	2	\$ 300.00
V Elm Grove			2	2	2	6	4	\$ 600.00
C Oconomowoc			4	4		8	8	\$ 600.00
V Lac La Belle				1	1	2	1	\$ 200.00
C Pewaukee*			4	2		6	6	\$ 500.00
V Mukwonago	1	1				2	2	\$ 300.00
C Waukesha*			17	15		32	32	\$ 2,450.00
V Pewaukee			2	2	2	6	4	\$ 600.00
T Mukwonago			1	1	2	4	2	\$ 450.00
C Brookfield			6	7	3	16	13	\$ 1,400.00
T Brookfield			3	3		6	6	\$ 450.00
V Chenequa			1	1	1	3	2	\$ 300.00
T Delafield			4	4		8	8	\$ 600.00
V Eagle			1	1	1	3	2	\$ 300.00
T Eagle			1	1		2	2	\$ 150.00
V Hartland			2	2		4	4	\$ 300.00
T Genesee			1	1	2	4	2	\$ 450.00
V Lannon			1	1		2	2	\$ 150.00
T Lisbon			3	3	3	9	6	\$ 900.00
V Merton			1	1		2	2	\$ 150.00
T Merton			2	2		4	4	\$ 300.00
V Nashotah			1	1		2	2	\$ 150.00
T Oconomowoc			3	3		6	6	\$ 450.00
V Oconomowoc Lk			1	1	1	3	2	\$ 300.00
T Ottawa			1	1	1	3	2	\$ 300.00
V Summit			1	1	1	3	2	\$ 300.00
T Vernon			2	2		4	4	\$ 300.00
V Wales			1	1	1	3	2	\$ 300.00
T Waukesha			2	2		4	4	\$ 300.00
V Big Bend			1	1		2	2	\$ 150.00
Grand Total	13	20	85	87	30	235	205	\$ 22,300.00

Note: Customer is NOT required to trade-in old equipment to ES&S.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WAUKESHA COUNTY AND PARTICIPATING MUNICIPALITIES WITHIN WAUKESHA
COUNTY TO PURCHASE NEW ELECTION EQUIPMENT AND SOFTWARE**

This Intergovernmental Agreement ("Agreement") is made by and between Waukesha County ("County"), and _____ ("Municipality") located within Waukesha County, pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Waukesha County Board has adopted Resolution 168-R-003, which endorses and approves the purchase and cost-sharing of new election equipment and software countywide to replace an aging infrastructure; and

WHEREAS, County has agreed to make an initial investment in the system infrastructure, not to exceed \$2,318,000.; and

WHEREAS, Municipality has agreed that it will contribute one third of the cost for the purchase of its on-site voting equipment and initial training expenses; and

WHEREAS, County and Municipality agree that the County shall purchase the voting equipment and software from Election System & Software (ES&S), the only vendor of new certified election equipment by the Government Accountability Board (GAB), the vendor of choice.

WHEREAS, Municipality agrees to reimburse the County for thirty-three and a third (33.33) percent of its equipment and software costs within a three (3) year period; and

WHEREAS, Municipality has agreed to pay the full cost of all ongoing maintenance of the system equipment;

NOW, THEREFORE, in consideration of the above promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, County and Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Waukesha County and of Municipality to purchase and implement one unified election vote counting and reporting system. The parties further agree that it is in both parties' interest to share the costs of this new election system. This Agreement is intended to set forth the cost-sharing terms.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon the execution by both parties.
4. **RESPONSIBILITIES OF THE COUNTY.**
 - a. The County shall enter into a contract with ES&S for the purchase of a new election voting equipment and software system.
 - b. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. County shall determine disbursement of any awarded damages or penalties.
 - c. The County will bill Municipality for its share of costs.

5. RESPONSIBILITIES OF MUNICIPALITY.

- a. Municipality shall reimburse the County for 33.33% of the equipment and software costs within three (3) years of receipt of voting equipment as per the repayment schedule selected herein.
- b. Municipality shall contact the Dept. of Administration if they wish a shorter repayment schedule. Any change must be approved by the Dept. of Administration.
- c. Municipality shall participate in all necessary training associated with the new equipment and software.
- d. Municipality shall follow all operating and technical requirements which may be established by the County.
- e. Municipality shall be responsible for all ongoing support/maintenance and license costs (consumables, firmware and updates) of the equipment.

6. PAYMENT PLAN.

Municipality agrees to the following repayment schedule (check one):

Reimbursement in full within 60 (TBD) days of billing

Reimbursement in 3 (TBD) equal annual installments. The first installment shall be due within 60 (TBD) days of billing.

7. DUTY TO COOPERATE. Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.

8. NO WAIVER. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.

9. SEVERABILITY. The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

10. NO THIRD PARTY RIGHTS. This is an Agreement between the parties, and nothing herein creates any rights in any third person.

11. NOTICE. All notices, including billing statements and payments, shall be sent to the Dept. of Administration and the Municipal Clerk (Municipality) unless another individual is identified by a party.

12. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WAUKESHA COUNTY AND PARTICIPATING MUNICIPALITIES WITHIN WAUKESHA
COUNTY TO PURCHASE NEW ELECTION EQUIPMENT AND SOFTWARE**

This Intergovernmental Agreement ("Agreement") is made by and between Waukesha County ("County"), and _____ ("Municipality") located within Waukesha County, pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Waukesha County Board has adopted Resolution 168-R-003, which endorses and approves the purchase and cost-sharing of new election equipment and software countywide to replace an aging infrastructure; and

WHEREAS, County has agreed to make an initial investment in the system infrastructure, not to exceed \$2,318,000.; and

WHEREAS, Municipality has agreed that it will contribute one third of the cost for the purchase of its on-site voting equipment and initial training expenses; and

WHEREAS, County and Municipality agree that the County shall purchase the voting equipment and software from Election System & Software (ES&S), the only vendor of new certified election equipment by the Government Accountability Board (GAB), the vendor of choice.

WHEREAS, Municipality agrees to reimburse the County for thirty-three and a third (33.33) percent of its equipment and software costs within a three (3) year period; and

WHEREAS, Municipality has agreed to pay the full cost of all ongoing maintenance of the system equipment;

NOW, THEREFORE, in consideration of the above promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, County and Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Waukesha County and of Municipality to purchase and implement one unified election vote counting and reporting system. The parties further agree that it is in both parties' interest to share the costs of this new election system. This Agreement is intended to set forth the cost-sharing terms.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon the execution by both parties.
4. **RESPONSIBILITIES OF THE COUNTY.**
 - a. The County shall enter into a contract with ES&S for the purchase of a new election voting equipment and software system.
 - b. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. County shall determine disbursement of any awarded damages or penalties.
 - c. The County will bill Municipality for its share of costs.

5. RESPONSIBILITIES OF MUNICIPALITY.

- a. Municipality shall reimburse the County for 33.33% of the equipment and software costs within three (3) years of receipt of voting equipment as per the repayment schedule selected herein.
- b. Municipality shall contact the Dept. of Administration if they wish a shorter repayment schedule. Any change must be approved by the Dept. of Administration.
- c. Municipality shall participate in all necessary training associated with the new equipment and software.
- d. Municipality shall follow all operating and technical requirements which may be established by the County.
- e. Municipality shall be responsible for all ongoing support/maintenance and license costs (consumables, firmware and updates) of the equipment.

6. PAYMENT PLAN.

Municipality agrees to the following repayment schedule (check one):

Reimbursement in full within 60 (TBD) days of billing

Reimbursement in 3 (TBD) equal annual installments. The first installment shall be due within 60 (TBD) days of billing.

7. DUTY TO COOPERATE. Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.

8. NO WAIVER. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.

9. SEVERABILITY. The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

10. NO THIRD PARTY RIGHTS. This is an Agreement between the parties, and nothing herein creates any rights in any third person.

11. NOTICE. All notices, including billing statements and payments, shall be sent to the Dept. of Administration and the Municipal Clerk (Municipality) unless another individual is identified by a party.

12. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

MEMORANDUM

TO: Attorney Thomas P. Farley and Attorney Erik G. Weidig
Waukesha County Corporation Counsel Office

FROM: Attorney Eric J. Larson
Arenz, Molter, Macy, Riffle & Larson, S.C.

Attorney Brian E. Running
Waukesha City Attorney

_____ [additional attorneys]

DATE: March 26, 2015

RE: Intergovernmental Agreement Between Waukesha County and
Participating Municipalities within Waukesha County to Purchase New
Election Equipment and Software

Gentlemen:

We have received the draft Intergovernmental Agreement that Waukesha County proposed regarding election equipment and software. We welcome this intergovernmental cooperation and we appreciate your leadership. On behalf of the City of Waukesha _____, and Arenz, Molter, Macy, Riffle & Larson, S.C., which represents 15 Waukesha County municipalities, we are writing jointly to comment upon a number of concerns we have with the form of the proposed agreement. We would like to have an opportunity to sit down with you to discuss these issues in order to improve the agreement and ensure a lasting mutually beneficial relationship concerning this equipment and software.

Attached please find a revised draft of the agreement, that is marked to show a number of changes and recommendations.

In addition to the changes noted in the attached revised draft, we also have the following concerns that we would like to discuss and which may require further clarification within the agreement:

1. Who is intended to own this election voting equipment and software? Is this to be owned by Waukesha County, or is this to be owned by the individual municipalities? The agreement is silent on this point, and it should be clarified.

If the municipalities will own the equipment and software, how will the warranties and licenses be transferred to the municipalities? Do the vendor contracts allow for the licenses and warranties to be transferred in this fashion?

2. If the intent is for the County to own this equipment and software, is the County also assuming the public records responsibilities concerning the data collected by the equipment and software?
3. What is the term of the agreement? There is no term specified. There is also no provision in the agreement regarding termination. Do we intend for the common law to apply, which allows the agreement to be terminated upon reasonable notice? If that is the intent, what are the consequences of termination, as to ownership of the equipment and software and as to the payment obligations? We recommend that these issues be clarified in the agreement.
4. Will the municipalities have a role to play in the acquisition of the equipment and software? Will we have an opportunity to review the contracts? As you know, there has been significant litigation in this State in recent years regarding electronic data gathered by these voting machines, which can only be accessed, as a technical matter, by the vendor. It is critically important that the contract with the vendor allow access to these public records. This is one of possibly many issues and concerns that we have concerning these contracts that will be entered with the vendors, so we would like to consider with you how this is to be addressed in a way that allows for our concerns to be addressed.

It is certainly not our intent to derail this program. We intend to ensure that the agreement is clearly drafted, to avoid misunderstandings and disputes as this proceeds. Please provide us with dates and times that you would be available to discuss these issues. We look forward to hearing from you.

ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

Eric J. Larson

CITY OF WAUKESHA

Brian E. Running, City Attorney

:bes

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
WAUKESHA COUNTY AND PARTICIPATING MUNICIPALITIES WITHIN WAUKESHA
COUNTY TO PURCHASE NEW ELECTION EQUIPMENT AND SOFTWARE**

This Intergovernmental Agreement (“Agreement”) is made by and between Waukesha County (“County”), and _____ (“Municipality”) located within Waukesha County, pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Waukesha County Board has adopted Resolution 134, 2014, which endorses and approves the purchase and cost-sharing of new election equipment and software countywide to replace an aging infrastructure; and

WHEREAS, County has agreed to make an initial investment in the system infrastructure, not to exceed \$2,318,000 million; and

WHEREAS, Municipality has agreed that it will contribute one third of the cost for the purchase of its on-site voting equipment and ~~initial training expenses~~; and

WHEREAS, County and Municipality agree that the County shall purchase the voting equipment and software from Election System & Software (ES&S), the only vendor of new certified election equipment by the Government Accountability Board (GAB), the vendor of choice; and

WHEREAS, Municipality agrees to reimburse the County for thirty-three and a third (33.33) percent of its equipment and software costs within a three (3) year period; and

WHEREAS, Municipality has agreed to pay the full cost of all ongoing maintenance of the system equipment;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, County and Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Waukesha County and of Municipality to purchase and implement one unified election vote counting and reporting system. The parties further agree that it is in both parties’ interest to share the costs of this new election system. This Agreement is intended to set forth the cost-sharing terms.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon the execution by both parties.
4. **RESPONSIBILITIES OF THE COUNTY.**
 - a. The County shall enter into a contract with ES&S for the purchase of a new election voting equipment and software system.
 - b. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. County shall determine disbursement of any awarded damages or penalties, provided that Municipality shall receive at least an amount that is proportional to its share of the recovery, after deducting the County’s actual litigation costs, if any.
 - c. The County will bill Municipality for costs specified in Section 5, below its share of costs.
 - d. The County shall pay all costs associated with training of Municipal Staff on the operation of the equipment and software.

- e. The County shall be responsible for programming all of the election voting machines that the Municipality receives pursuant to this agreement. The County shall be responsible for all costs associated with such programming activities.

5. RESPONSIBILITIES OF MUNICIPALITY.

- a. Municipality shall reimburse the County for 33.33% of the equipment specified in attached Exhibit A and software costs specified in attached Exhibit B within three (3) years of receipt of voting equipment as per the repayment schedule selected herein. In particular, the costs of the equipment specified in Exhibit A and the software specified in Exhibit B totals \$ _____ and the amount to be paid the Municipality is \$ _____.
- b. Municipality shall contact the Dept. of Administration if they wish a ~~shorter~~ longer repayment schedule. Any change must be approved by the Dept. of Administration. Prepayment is not prohibited, and does not require prior approval of the Dept. of Administration.
- c. Municipality shall participate in all necessary training associated with the new equipment and software at a mutually agreeable time, and at a location within Waukesha County.
- d. Municipality shall follow all lawful and reasonable operating and technical requirements which may be established by the County.
- e. Municipality shall be responsible for ~~all~~ ongoing support/maintenance and license costs (consumables, firmware and updates) of the equipment of up to \$300.00 per year provided that Municipality may agree to be responsible for more than this amount by express written agreement with the County if the County's negotiations with the vendors result in ongoing costs which exceed this amount.

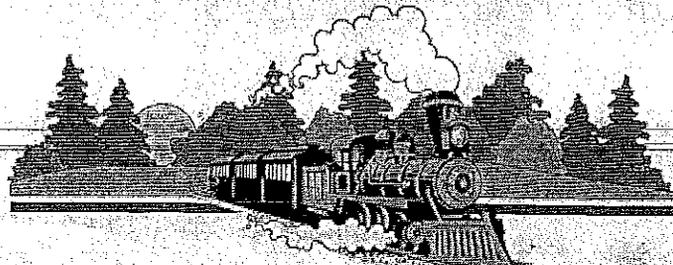
6. PAYMENT PLAN.

Municipality agrees to the following repayment schedule (check one):

Reimbursement in full within 60 (TBD) days of billing

~~Reimbursement in 3 (TBD) equal annual installments. The first installment shall be due within 60 (TBD) days of billing.~~

- 7. **DUTY TO COOPERATE.** Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.
- 8. **NO WAIVER.** In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.
- 9. **SEVERABILITY.** The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.
- 10. **NO THIRD PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.



VILLAGE OF BUTLER

APPLICATION FOR BOARDS & COMMISSIONS

12621 W. Hampton Ave
Butler, WI 53007
Telephone: (262)783-2525

Board or Commission Applying For: <u>Board member +/or Park + Rec Committee Committee</u>			
Name: <u>Gerald Orvis</u> Address: <u>12522 W. Calsoway Pl. Butler, WI</u> Zip: <u>53007</u>			
Telephone: Work: <u>414-331-7024</u> Home: <u>262-225-9452</u>			
Email: <u>Orvis Sam 4@Att.net</u> Fax: _____			
Are you a registered voter of Butler? <u>Yes</u> How long? <u>18 Years</u>			
Have you attended a meeting of this Board/Commission? <u>Yes</u>			
Present Employer: <u>Reardon Metal Fabricating</u>			
Job Title: <u>Fitter/Welder</u>			
Previous Governmental Bodies/Elective Offices Applicant has served	Position/Office Held	Dates	
Civic or Charitable Organizations to which Applicant has belonged			
Position Held			
Dates			
Special Interests/Hobbies/Talents: <u>Gardening, working with my hands, camping, fishing, hunting</u> <u>Being outdoors in general. I am a hard worker and am good at finding</u> <u>solutions to problems by working together with others</u>			
College, Professional, Vocational Schools attended	Major Subject	Dates	Degree/Date
<u>WCTC</u>	<u>Welding Basics</u>	<u>1998-1999</u>	
	<u>Supervisory/Management</u>	<u>2013-present</u>	<u>Work in progress</u>
Special awards or recognition received: <u>Training / Experience in lean manufacturing / concepts</u>			

Rec'd 4/15

Please state reasons why you want to become a member of this Board or Commission, including what specific objectives you would be working toward as a member of this advisory board. Please state why you would be an asset to this advisory board: (Attach second page if necessary)

I would like to see if we could somehow bring back the park and recreation department in the summers at the park. I would like to work toward other means of raising \$ for the Village other than Raising taxes, Frontendays etc. ~~Some~~ Maybe there is a way the village could do the Farmers market and keep the profits from renting out the spaces to the vendors.

I feel that by me being a part of this board maybe we could work together as a community and truly make the village a better place to raise a family and attract more businesses to the village.

Any other information which you feel would be useful in reviewing your application:

I can usually see both sides of an argument and help to bring both sides to some form of an agreement.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position? NO

If yes, please state name of Organization/Employment:

Would you be willing to abstain from voting on matters where a potential conflict of interest exists? yes

Have you been convicted of a felony or misdemeanor? yes If yes, explain convictions (Do not list any misdemeanor settled in juvenile court). OWI 8+ years ago

How did you hear about the opening on this Commission?

my wife informed me that there was a spot open on the Board

Signature of Applicant: Donald Orr

Date signed: 4-15-15



VILLAGE OF BUTLER

APPLICATION FOR BOARDS & COMMISSIONS

12621 W. Hampton Ave
Butler, WI 53007
Telephone: (262)783-2525

Board or Commission Applying For: <u>Board of Trustees</u>			
Name: <u>Marc Van Gompel</u>		Address: <u>4620 N. 127th Street</u>	
		Zip: <u>53007</u>	
Telephone: Work: <u>262-912-3544</u>		Home: <u>262-844-9045</u>	
Email: <u>marc4butler@gmail.com</u>		Fax: _____	
Are you a registered voter of Butler? <u>Yes</u> How long? <u>~3yrs</u>			
Have you attended a meeting of this Board/Commission? <u>Yes</u>			
Present Employer: <u>Merge Healthcare</u>			
Job Title: <u>Manager of Support</u>			
Previous Governmental Bodies/Elective Offices Applicant has served		Position/Office Held	
Civic or Charitable Organizations to which Applicant has belonged		Position Held	
Special Interests/Hobbies/Talents: <u>Interest in state and local politics. Hobbies include outdoor activities like hiking and skiing. Also, working with computers and other hands on projects.</u>			
College, Professional, Vocational Schools attended		Major Subject	
UW-Whitewater College of Business		Information Technology	
		Dates	
		2004-2008	
		Degree/Date	
		Bachelor of Science May 2008	
Special awards or recognition received: _____			

Please state reasons why you want to become a member of this Board or Commission, including what specific objectives you would be working toward as a member of this advisory board. Please state why you would be an asset to this advisory board: (Attach second page if necessary)

I have always had an interest in public service and view this position as a way to serve the citizens of the village. An objective I would like to accomplish as a member of the board would be to work with the village and local businesses to develop another TIF district and/or expand the current TIF district in the village to allow the village to raise funds to help improve needed infrastructure and attract new businesses to the community. Another objective would be to find and implement new ways to use technology to help the village run more efficiently as well as to keep the community involved in day to day operations. I feel that I would be an asset to this board because I am always ready to learn new things and ideas as well as ask questions.

Any other information which you feel would be useful in reviewing your application:

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position? No

If yes, please state name of

Organization/Employment: _____

Would you be willing to abstain from voting on matters where a potential conflict of interest exists? Yes

Have you been convicted of a felony or misdemeanor? No If yes, explain convictions (Do not list any misdemeanor settled in juvenile court).

How did you hear about the opening on this Commission?

Ran for position during April 2015 election.

Signature of Applicant: _____

Date signed: 4/22/15