

PUBLIC NOTICE

AGENDA FOR REGULAR VILLAGE BOARD MEETING #1984

Wednesday, April 4, 2018 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 4th day of April, 2018 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. Consent Agenda:
Note: Prior to voting on the Consent Agenda, items may be removed at the request of any Trustee and be placed on the agenda under New Business.
 - 1) March 6, 2018 Regular Meeting Minutes
 - 2) Application for License to Sell Soda Water Beverages – Bonnie Pollich
 - 3) Application for Temporary Class “B”/ “Class B” Retailer’s License SnoBirds Snowmobile Club Inc.
 - 4) Application for License to Sell Soda Water Beverages – Darlene Behr for S.V.E.V. D’Oberlander
 - 5) Application for Temporary Class “B”/ “Class B” Retailer’s License- S.V.E.V. D’Oberlander c/o Darlene Behr
 - 6) February Monthly Department Reports
 - 7) Current Invoices
 - 8) February Statement of Revenues and Expenditures
 - 9) Bartender’s Licenses - Joan M. Schumitsch – St. Agnes Smelt Fry 4-13-18
Darlene Behr – S.V.E.V. D’Oberlander 6-23-18 Frontier Park
Audra R. Erdmann – Arriba
Thomas G. Kopp – Arriba
Timothy J. Sheldon - Arriba
- V. Communications
- VI. Committee Reports
 - 1)Public Safety Committee
 - 2)Building Board
 - 3)Finance Committee
 - 4)Library Board
 - 5)Park & Recreation Commission
- VII. Report of the Administrator
- VIII. New Business
 - A) Public Hearing on Request for a Conditional Use Permit for Dolan Pomrening, d.b.a. American Fireworks and Novelties L.L.C., 2049 S. 72 Street, West Allis, WI 53219 to provide retail sale of Firework Novelties according to local and state laws from canopy tent for less than 30 days at 12850 W. Silver Spring Drive, pursuant to Article IV, Div. 3, Fireworks, Section 14-165 of the Village of Butler Code of Ordinances. The property is Zoned M-3 Heavy Industrial District.

- B) Discussion and Possible Action to approve a Conditional Use Permit for Dolan Pomrening, d.b.a. American Fireworks and Novelties L.L.C., 2049 S. 72 Street, West Allis, WI 53219 to provide retail sale of Firework Novelties according to local and state laws from canopy tent for less than 30 days at 12850 W. Silver Spring Drive, pursuant to Article IV, Div. 3, Fireworks, Section 14-165 of the Village of Butler Code of Ordinances. The property is Zoned M-3 Heavy Industrial District.
- C) Discussion and Possible Action on Resolution 18-05 a Resolution Awarding the Sale of \$1,095,000 General Obligation Street Improvement Bonds, Series 2018A.
- D) Discussion and Possible Action on Resolution 18-06 a Resolution Approving Tax Incremental District Termination.
- E) Discussion and Possible Action on a Professional Services Agreement Between the Village of Butler and SAFEbuilt Wisconsin, LLC.

IX. Adjournment

Dated: March 29, 2018

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.

To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: March 29, 2018
Re: April 4th Supplemental Agenda



**VILLAGE OF
BUTLER**
EST 1913

VIII. New Business

(A) Public Hearing on Request for a Conditional Use Permit for Dolan Pomrening, d.b.a. American Fireworks and Novelties L.L.C., 2049 S. 72 Street, West Allis, WI 53219 to provide retail sale of Firework Novelties according to local and state laws from canopy tent for less than 30 days at 12850 W. Silver Spring Drive, pursuant to Article IV, Div. 3, Fireworks, Section 14-165 of the Village of Butler Code of Ordinances. The property is Zoned M-3 Heavy Industrial District.

No Board Action.

(B) Discussion and Possible Action to approve a Conditional Use Permit for Dolan Pomrening, d.b.a. American Fireworks and Novelties L.L.C., 2049 S. 72 Street, West Allis, WI 53219 to provide retail sale of Firework Novelties according to local and state laws from canopy tent for less than 30 days at 12850 W. Silver Spring Drive, pursuant to Article IV, Div. 3, Fireworks, Section 14-165 of the Village of Butler Code of Ordinances. The property is Zoned M-3 Heavy Industrial District.

The Plan Commission will be meeting before the Board Meeting to give a recommendation on approval or denial of the Conditional Use Permit.

(C) Discussion and Possible Action on Resolution 18-05 a Resolution Awarding the Sale of \$1,095,000 General Obligation Street Improvement Bonds, Series 2018A.

This is the final resolution awarding the sale of the bonds for the 2018 Road Project. The actual sale will take place the morning of April 4th. Greg Johnson from Ehlers will be at the meeting to discuss the results of the sale.

Staff recommends approval.

(D) Discussion and Possible Action on Resolution 18-06 a Resolution Approving Tax Incremental District Termination.

We have collected enough increment in the TID to cover the outstanding debt obligations and we can now close the TID. The Department of Revenues requires this resolution to be filed by

April 15 in order to close the TID. There will a final account report filed also. Any remaining monies left in the TID fund after all of the financial obligations have been paid will be dividing amongst the taxing jurisdictions.

Staff recommends approval.

(E) Discussion and Possible Action on a Professional Services Agreement Between the Village of Butler and SAFEbuilt Wisconsin, LLC.

Over the last month I have been negotiating with our building inspection firm, SAFEbuilt on a new contract for services. The contract includes a few housekeeping changes and a fee split change. The current fee split is 70/30. SAFEbuilt keeps 70% of all permit fees and the Village keeps 30%. The new fee split will be 80/20. This is really to cover the increase in costs over the last few years. We will also be increasing (at a future date) the fee for an occupancy permit. We have determined that the existing fee does not cover SAFEbuilt's staff time dedicated to processing an occupancy permit from start to finish.

Staff recommends approval.

OF THE BUTLER VILLAGE BOARD

Minutes not formally approved until Regular Board Meeting on April 4, 2018.

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, Trustees Marc Van Gompel, Jerry Orvis, Thomas Sardina, William Benjamin and Mark Holdmann.

Excused: Michael Thew

Also present: Administrator Kayla Chadwick

PERSONS DESIRING TO BE HEARD: None

CONSENT AGENDA:

- 1) February 21, 2018 Regular Meeting Minutes
- 2) Bartender's License - NONE

Motion by Orvis; second by Sardina to approve Consent Agenda with corrections to the minutes of February 21, 2018. Motion carried unanimously.

COMMUNICATIONS: None

COMMITTEE REPORTSBuilding Board

Trustee Benjamin reported the following occupancy permits were approved:

- Yarn Junkie and Gifts, 12527 W. Hampton Ave.
- ChemStation Wisconsin, 5455 N. 131 Street

Park & Recreation Commission

Trustee Orvis reported on various items from the Park & Recreation Commission.

REPORT OF THE ADMINISTRATOR Administrator Chadwick informed Village Board on Menomonee Falls leaf disposal, Downtown meeting, and she will be on vacation the week of March 12 – 16, 2018.

NEW BUSINESS

- A) Motion by Van Gompel; second by Benjamin to approve Resolution No 18-03; an Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$1,095,000 for Street Improvement Projects. Motion carried unanimously.
- B) Motion by Van Gompel; second by Orvis to approve Resolution No 18-04; a Resolution Providing for the Sale of Not to Exceed \$1,095,000 for Street Improvement Bonds, Series 2018A. Motion carried unanimously.

MINUTES OF THE BUTLER REGULAR MEETING #1982
OF THE BUTLER VILLAGE BOARD

March 6, 2018

ADJOURNMENT

Motion by Orvis; second by Sardina to adjourn. Motion carried unanimously. The meeting was adjourned at 7:15 PM.

Submitted by:
Kayla Chadwick
Village Administrator/Clerk

Approval Date: _____

Correction/Amendment:

Village of Butler
12621 West Hampton Avenue
Butler, WI 53007
(262) 783-2525

3-05, 20 18

APPLICATION FOR LICENSE TO SELL SODA WATER BEVERAGES

To the Board of the Village of Butler, Wisconsin:

I hereby apply for a license to sell Soda Water Beverages at the premises described below,

in the Village of Butler, from date hereof until June 30, 20 18, (unless sooner revoked) or on

4-13, 20 18 to be consumed on or off the premises, subject to the limitations imposed by Section 66.053(2) of the Wisconsin Statutes and acts amendatory thereof and

supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license be granted to me.

Please answer the following questions fully and completely:

Name of Applicant Bonnie Pollich
(print name)

Organization/Business Name Sno Birds Snowmobile Club

Address of Applicant N84 W15120 Menomonee Ave

Location where business is to be conducted 12801 W Fairmount Ave

FEE: **\$5.00**

(Make check Payable to: Village of Butler)

License No. Issued: _____

Date Approved: _____

Transaction 28049
SODA LICENSE \$5.00
POMIC LICENSE \$10.00
BARTENDERS LICENSE-TEMPORARY \$5.00
3-5-18 2:09p
\$20.00

Bonnie J Pollich
Signature of Applicant

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 3-5-18

Town Village City of BUTLER

County of WAUKESHA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Sno Birds Snowmobile Club INC

(b) Address N84 W15120 Menomonee Ave
(Street) Town Village City

(c) Date organized 1967

(d) If corporation, give date of incorporation 1968

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Pat Standlee 9929 W Burleigh St Wauwatosa 53222
 Vice President Steve Schwartz 2185 N 65 Wauwatosa 53213
 Secretary DeAnne Standlee 9929 W Burleigh St Wauwatosa 53222
 Treasurer Kim Quicker 1790 Field Cl. Pk Dr Richfield 53076

(g) Name and address of manager or person in charge of affair: Bonnie Pollich
N84 W15120 Menomonee Ave Meno. Falls

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 12801 W Fairmount Ave

(b) Lot _____ Block _____ 3-5-18 2:08p
\$20.00

(c) Do premises occupy all or part of building? part Transaction 20049

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room, or rooms license is to cover: lower level SODA LICENSE \$3.00
PICNIC LICENSE \$10.00
BARTENDERS LICENSE-TEMPORARY \$5.00

3. **Name of Event**

(a) List name of the event Smeht Fry

(b) Dates of event 4-13-18

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Sno Birds Snowmobile Club
(Name of Organization)

Officer _____
(Signature/date)

Officer Bonnie Pollich 3-5-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 3-5-2018

Date Reported to Council or Board 4-4-2018

Date Granted by Council _____

License No. _____

Village of Butler
12621 West Hampton Avenue
Butler, WI 53007
(262) 783-2525

3/26, 2018

APPLICATION FOR LICENSE TO SELL SODA WATER BEVERAGES

To the Board of the Village of Butler, Wisconsin:

I hereby apply for a license to sell Soda Water Beverages at the premises described below,

in the Village of Butler, from date hereof until June 30, 2018, (unless sooner revoked) or on

June 23, 2018 to be consumed on or off the premises, subject to the limitations

imposed by Section 66.053(2) of the Wisconsin Statutes and acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and

regulations affecting the sale of such beverages if a license be granted to me.

JAN-18 11:13a
\$20.00
Transaction 28341
PICNIC LICENSE \$10.00
SODA LICENSE \$5.00
BARTENDERS LICENSE-TEMPORARY
\$5.00

Please answer the following questions fully and completely:

Name of Applicant Darlene Behr for S.V.E.V. D'Oberlander
(print name)

Organization/Business Name S.V.E.V. D'Oberlander

Address of Applicant 2472 N. 59th St Milwaukee

Location where business is to be conducted Frontier Park - Butler

FEE: \$5.00
(Make check Payable to: Village of Butler)

Darlene K. Behr
Signature of Applicant

License No. Issued: _____

Date Approved: _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 3/23/18

Town Village City of BUTLER

County of WAUKESHA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning June 23 and ending June 23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name SVEV D'oberlander eto Darlene Behr

(b) Address 2472 N-59th St Milw WI 53210
 Town Village City

(c) Date organized 1928

(d) If corporation, give date of incorporation 1928

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

- (f) Names and addresses of all officers:
 President Cindy Regenfuss 4408 S Griffin Milw 53207
 Vice President Kim Chilicki 571 W32440 Meadow Ct Mukwanago
 Secretary Darlene Behr 2472 N 59th St Milw 53210
 Treasurer Carl Brzycki 3280 Montilla Ct Brookfield 53005

(g) Name and address of manager or person in charge of affair: Darlene Behr
2472 N. 59th St Milwaukee, WI 53210

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Frontier Park 3-26-18 11:12a \$20.00

(b) Lot _____ Block _____ Transaction 28341

(c) Do premises occupy all or part of building? ALL w/ PAVILION PICNIC LICENSE \$10.00

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____
 BARTENDERS LICENSE-TEMPORARY \$5.00

3. Name of Event

(a) List name of the event Bavarian Beer Bash in Butler
 (b) Dates of event June 23, 2018

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

SVEV D'oberlander
 (Name of Organization)

Officer Cindy Regenfuss 3/24/18
 (Signature/date)

Officer Darlene A. Behr 3/24/18
 (Signature/date)

Officer Kim Chilicki 3/24/18
 (Signature/date)

Officer Carl Brzycki 3/24/18
 (Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board 4-4-2018

Date Granted by Council _____

License No. _____

To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: March 29, 2018
Re: February Administration/Finance Report



**VILLAGE OF
BUTLER**
EST 1913

Administrator

- Attended 11 meetings on behalf of the Village.
- Prepared for 2 Village Board Meetings and 1 Finance Committee Meeting, and 2 building board.
- Attended the Ehlers Public Finance Seminar
- Attended the Wisconsin City Management Association Winter Conference
- Hosted Small Business Symposium.
- Finalized Road Project and 2018 Borrowing

Clerk

- Administered the Spring Primary Election on February 20 with 308 voters.
- Organized softball league information for Park and Rec Committee.
- Filed and distributed permits to businesses/residents.
- Prepared and distributed agenda, packets/minutes for all public meetings.

Treasurer

- Completed payroll and accounts payable activities.
- Prepared journal entries.
- Worked with Auditors to complete 2017 comprehensive audit.
- Utility billing.

Building

- Issued 16 Permits
 - 1 Sign
 - 3 HVAC Permit
 - 3 Electrical
 - 4 Plumbing
 - 2 Building
 - 0 Zoning
 - 3 Occupancy
 - 0 Fire System
 - 0 Plan Review
- Issued permits resulted in \$3,484.54 of revenue.



To: President Tiarks
 Village Board of Trustees
From: David Wentlandt, Chief of Police
Date: March 29, 2018
Re: February Police Report

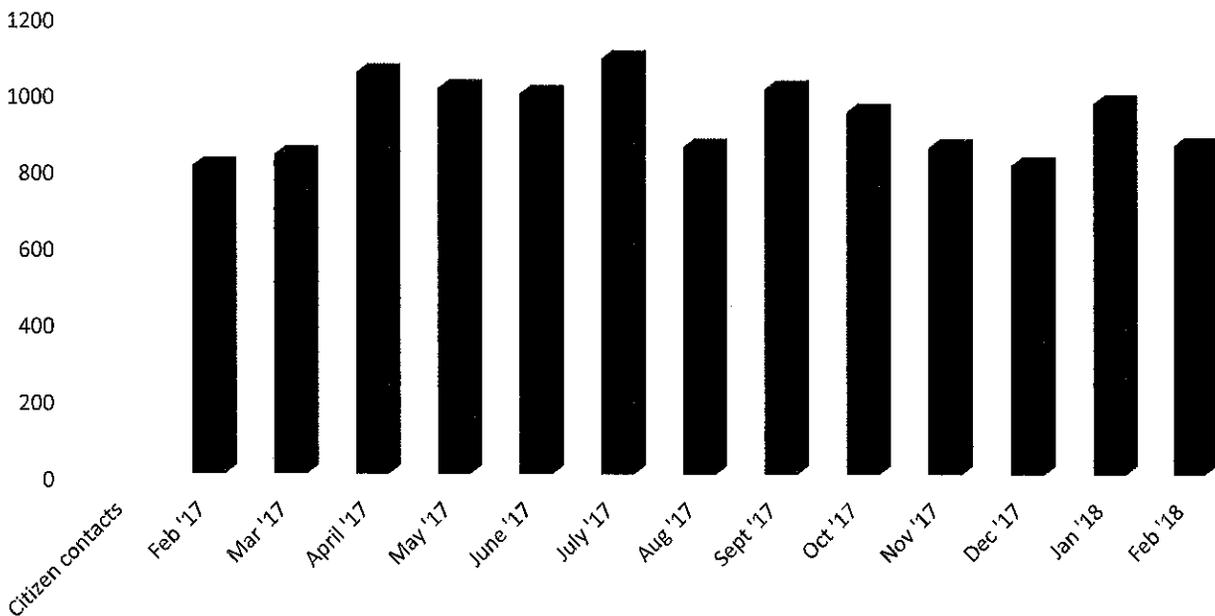
Squad Car Usage

	<u>Miles</u>	<u>Gallons</u>	<u>MPG</u>
All Squads	2833	420.468	6.73

Notes of Interest

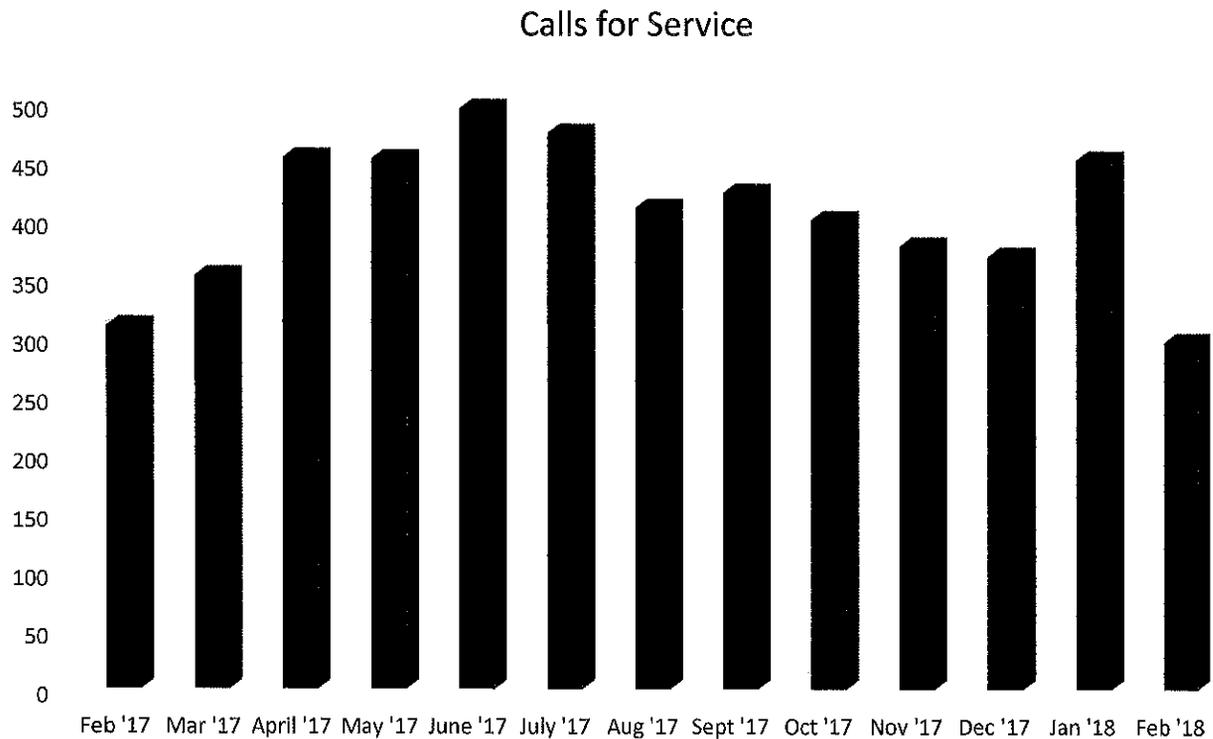
- Officer Eisenhardt is continuing to do an outstanding job in field training.
- The entire department completed Narcan Training.
- Officer completed Vehicle Contacts Instructor Training which now allows him to train other officers.
- Officer Herpin and Officer Ratzlaff attended an Overdose Death Investigations School
- Officers had a total of 859 citizen contacts throughout the month. This equals 30.67 contacts per day or just over 10.22 contacts per shift.
- The Village of Butler Police Department had 396 calls for service in February 2018.

Citizen Contacts



Total Calls for Service

Feb '17	310
Mar '17	353
April '17	454
May '17	453
June '17	496
July '17	475
Aug '17	411
Sept '17	424
Oct '17	401
Nov '17	378
Dec '17	369
Jan '18	452
Feb '18	396



Municipal Court

Docket: February 1, 2018

Total: 239 adult cases /0 juvenile

Appearances: 37 Persons

- 41 Adjournment
- 121 Initial appearance
- 73 Indigency hearing
- 3 Motions
- 3 Pre-Trial
- 3 Sentencing hearing
- 1 Trial

Citation List for 2-1-18 court date:

- Total due \$19,239
- Total paid \$5,694
- Balance due \$13,545

Monthly financial total \$22,854

AMOUNT RETAINED BY MUNICIPALITY: \$15,082

- Above includes \$6,765 received through the WI State Income Tax Refund Intercept program (TRIP).

Parking ticket payments received in February: \$1,365

To: President Tiarks
 Village Board of Trustees
From: Jim Bremberger, DPW Supervisor
Date: March 29, 2018
Re: February DPW Report



**VILLAGE OF
 BUTLER**
 EST 1913

The top February priorities were;

- Repaint Public Works Facility offices
- Water meter replacements
- Tree Removal

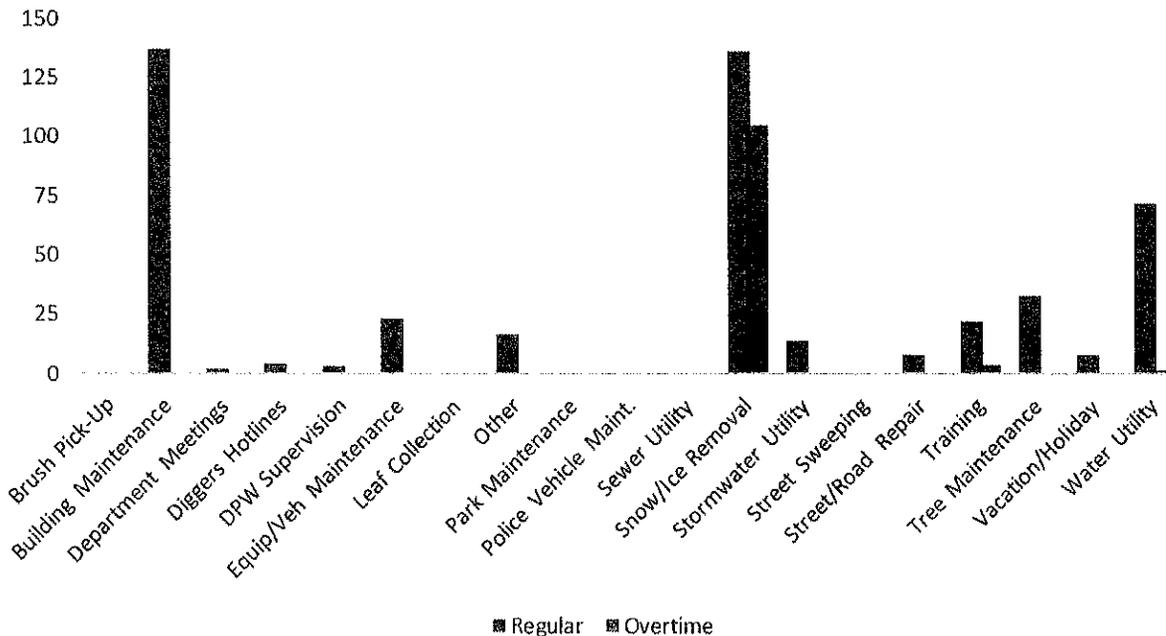
February Activity

- Painted offices at PW Building, and booster room
- Removed 7 EAB infected trees
- 6 Snow events using 85 tons of salt. As of 2/31 we have 180 tons of salt on hand, with 40 tons remaining in reserve.

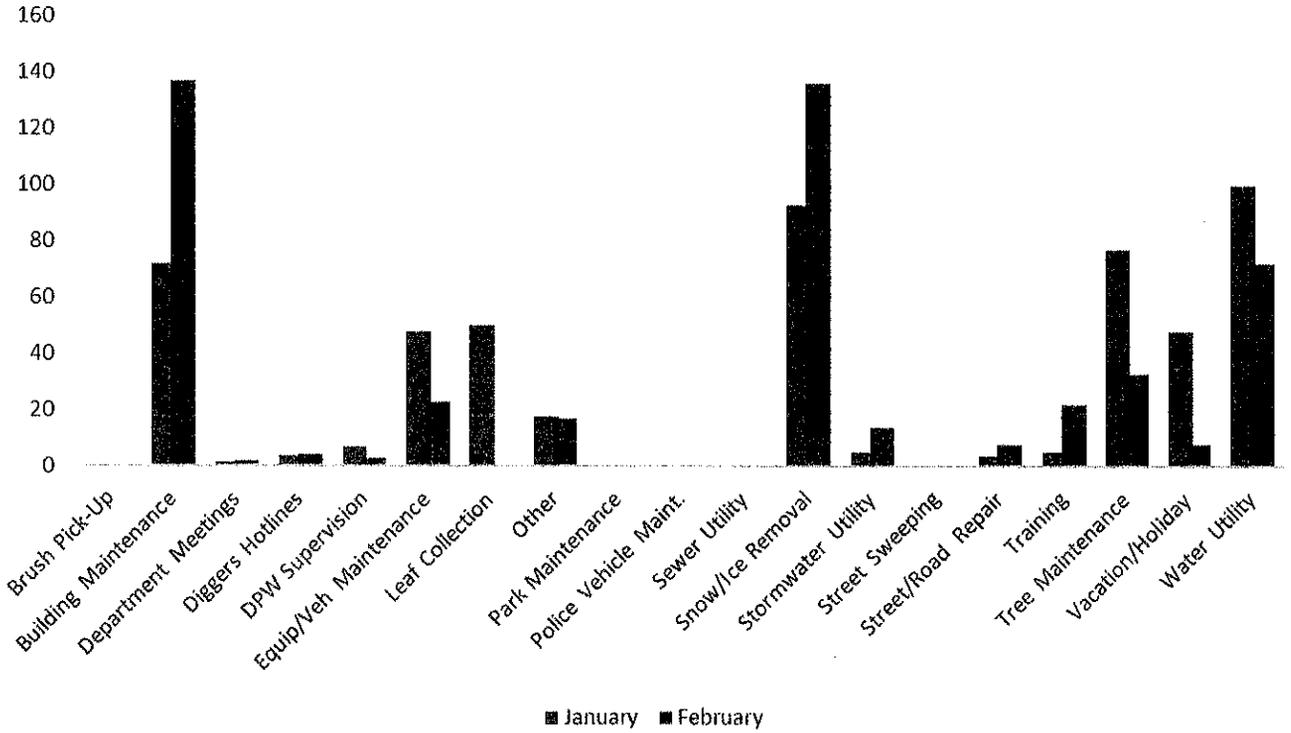
Utility Activity

- New generator and transfer switch installed by Wolter Power Systems and Lemberg Electric.
- Replaced 9 water meters and installed endpoints.
- Daily, monthly, and quarterly water samples.
- Water main break on 127th and Fairmount

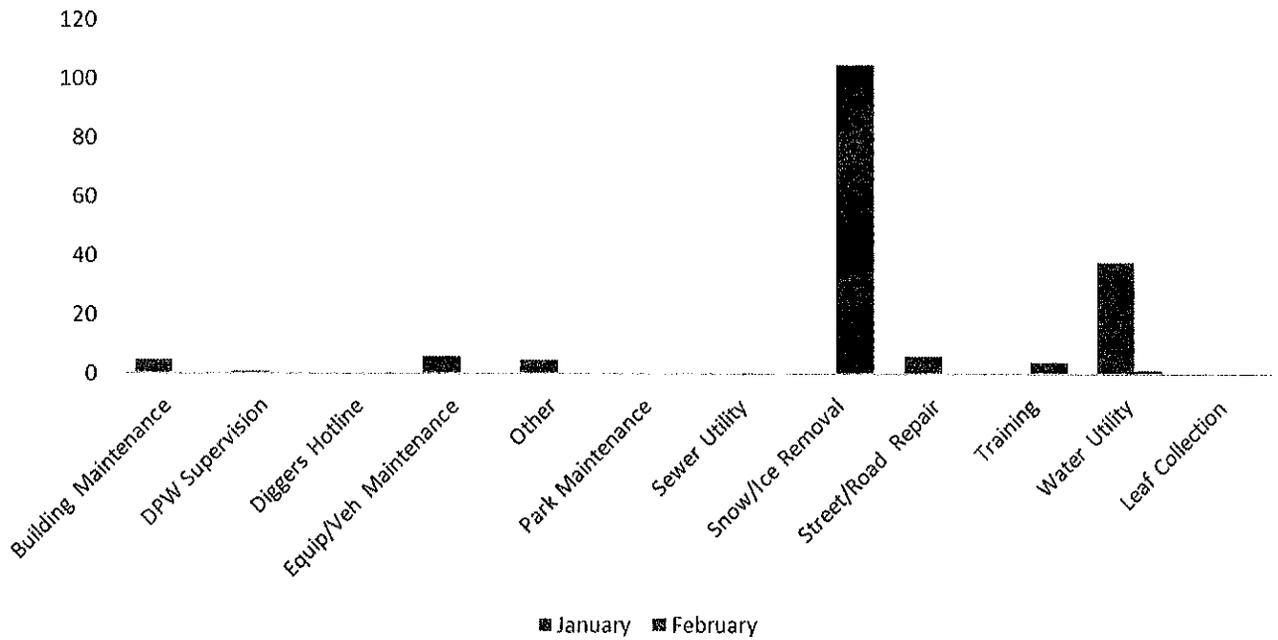
February Public Works Hours



YTD Regular Hours



YTD Overtime Hours



To: President Tiarks
Village Board of Trustees
From: Jodi Szpizar, Library Director
Date: March 29, 2018
Re: February Library Report



VILLAGE OF
BUTLER
EST 1913

-
- Visitors/Patrons
 - Jan – 2348
 - Feb – 2016
 - February Circulation
 - Adults – 1331
 - Children’s – 922
 - Computer Use
 - Jan – 324
 - Feb - 344
 - Conference Room (Patrons)
 - Jan – 59
 - Feb - 47
 - Adult Programming
 - Jan - Coloring – 3
 - Feb - Lisa’s Celebration – 40
 - Feb - Blood Drive – 40
 - Children’s Programming
 - T-W-TH Story times
 - Jan - no numbers,
 - Feb – 20
 - Butler Builders
 - Jan - no numbers
 - Feb – 16
 - E-Books
 - Jan -59
 - Feb – 72
 - New Library Cards
 - Jan – no numbers
 - Feb – 7
 - Revenues
 - Print/Copies
 - Jan – \$178.55
 - Feb – \$219.15
 - Fines
 - Jan – \$123.35
 - Feb – \$101.55
 - Donations
 - Jan – \$114.25 (\$80 MKE cards, \$30.95 lost books)
 - Feb - \$165.40 (\$160 MKE)

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 4th day of April, 2018 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 Dolan Pomrening, d.b.a.American Fireworks and Novelties L.L.C., 2049 S. 72 Street, West Allis, WI 53219 to provide retail sale of Firework Novelties according to local and state laws from canopy tent for less than 30 days at 12850 W. Silver Spring Drive, pursuant to Article IV, Div 3, Fireworks, Section 14-165 of the Village of Butler Code of Ordinances. The property is zoned M-3, Heavy Industrial District.

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 1st day of March, 2018

VILLAGE OF BUTLER

Kayla Chadwick
Village Administrator

RESOLUTION NO. 18-05

**RESOLUTION AWARDING THE SALE OF \$1,095,000*
GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2018A**

WHEREAS, on March 6, 2018, the Village Board of the Village of Butler, Waukesha County, Wisconsin (the "Village") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$1,095,000 for the public purpose of paying the cost of street improvement projects (the "Project");

WHEREAS, on March 6, 2018, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution") providing for the sale of general obligation bonds designated "General Obligation Street Improvement Bonds, Series 2018A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 4, 2018;

WHEREAS, the Village Administrator/Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 4, 2018;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and

* Preliminary, subject to change.

circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION NINETY-FIVE THOUSAND DOLLARS (\$1,095,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted (subject to the condition that no valid petition is filed by April 5, 2018 requesting that the Bonds not be issued). The President and Village Administrator/Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be retained by the Village Treasurer and applied in accordance with the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Street Improvement Bonds, Series 2018A", shall be issued in the aggregate principal amount of \$1,095,000*; shall be dated April 19, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the Village, on February 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be

* Preliminary, subject to change.

credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2018 through 2038 in the amounts set forth on the Schedule. The amount of tax levied in the year 2018 shall be the total amount of debt service due on the Bonds in the years 2018 and 2019; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2018.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2018 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Street Improvement Bonds, Series 2018A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Administrator/Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Administrator/Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby

authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Administrator/Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Administrator/Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Administrator/Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Administrator/Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Administrator/Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Administrator/Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Administrator/Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 4, 2018.

Patricia Tiarks
President

ATTEST:

Kayla Chadwick
Village Administrator/Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on February 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on February 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on February 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on February 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on February 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on February 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R- _____ VILLAGE OF BUTLER \$ _____
GENERAL OBLIGATION STREET IMPROVEMENT BOND, SERIES 2018A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____ April 19, 2018 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Butler, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,095,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of street improvement projects, as authorized by resolutions adopted on March 6, 2018 and April 4, 2018. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on February 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the Village, on February 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Butler, Waukesha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF BUTLER
WAUKESHA COUNTY, WISCONSIN

By: _____
Patricia Tiarks
President

(SEAL)

By: _____
Kayla Chadwick
Village Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

Tax Incremental District Termination

Village of Butler
(Town, Village, City) (Municipality)

Resolution Number 18-06

Termination of Tax Incremental District (TID) # 01 and authorization to: *(check one)*

- Distribute excess increment to overlying taxing districts
- Transfer all remaining debts to the municipality

WHEREAS, the Village of Butler created TID # 1 on 09-29-1992, and adopted a project plan in the same year, and
(mm-dd-yyyy)

WHEREAS, all TID # 1 projects were completed in the prescribed allowed time; and:

- WHEREAS, sufficient increment was collected as of the 2017 tax roll, payable 2018, to cover TID # 1 project costs.
(year) (year)
- WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the Village of Butler does dissolve/terminate TID # 1; and

BE IT FURTHER RESOLVED, that the Village Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2018, whichever comes first, that the TID has been terminated; and
(year)

BE IT FURTHER RESOLVED, that the Village Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the Village shall submit final accounting information to DOR; and:

- BE IT FURTHER RESOLVED, that the Village Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the Village's auditors, Baker Tilly Virchow Krause, LLP.
- BE IT FURTHER RESOLVED, that the Village of Butler shall accept all remaining debts for TID # 1 as determined by the final audit by the Municipality's auditors, _____.

Adopted this 4 day of April, 2018
(year)

Resolution introduced and adoption moved by alderperson _____

Motion for adoption seconded by alderperson _____

On roll call motion passed by a vote of _____ ayes to _____ nays

ATTEST:

Mayor/Head of Government Signature

Clerk Signature

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BUTLER, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement") is entered into by and between the Village of Butler, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, ("Consultant"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Municipality using qualified professionals. Consultant will perform Services in accordance with State of Wisconsin adopted codes and all applicable amendments and ordinances adopted by the Municipality. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required by the State of Wisconsin as set forth in SPS 305 of the Administrative Code for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties and shall remain in effect through January 31, 2019.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement.

In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by the Consultant if approved by the Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days.

Alternately, the Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as reasonably determined by Consultant and mutually agreed upon by all Parties within ten (10) days of Municipalities consent to exercise this option. No refund will be given for completed work.

7. MUNICIPAL FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon Municipal failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services to Municipality during the term of this Agreement. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform the Service.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents and warrants to the Municipality that it will retain employees who will provide Services to Municipality under this Agreement that possess the licenses, skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities, by reason of personal injury, including bodily injury or death and/or property damage and/or destruction with respect to any third party claim ("Claim(s)") to the extent that any such injury, loss, damage or destruction is caused by the negligence of or material breach of any obligation under this Agreement by Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality. . If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall promptly notify the other and both Parties shall cooperate fully in investigating the incident.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the Services to its parent or sister companies without notice to Municipality and to other third parties provided that Consultant give Municipality

prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees during the term of this Agreement to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. The Municipality shall be named as an additional insured on Consultant's insurance coverage.
- H. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality. Consultant shall provide a current certificate of insurance upon Municipal request.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the Parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality. Notwithstanding the proceeding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, the Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of the Municipality.

Pursuant to Wis. Stats. 19.36(3), and at all times, the Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of the Municipality without the prior written consent of the Municipality or pursuant to a lawful court order directing such disclosure.

17. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform the Services in a timely, polite, courteous and prompt manner. Additional staffing resources shall be made available to the Municipality when assigned employee(s) is unavailable. Consultant shall promptly inform the Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services.

18. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

19. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

20. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

21. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented in person or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Kayla J. Chadwick, Village Administrator/Clerk Village of Butler 12621 West Hampton Avenue Butler, WI 53007	Thomas P. Wilkas, CFO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

22. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

23. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

24. ATTORNEY’S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney’s fees.

25. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind the Consultant to the performance of its obligations hereunder.

26. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

27. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

28. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Village of Butler, Wisconsin

SAFEbuilt Wisconsin, LLC

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. CONSULTANT PERSONNEL

Consultant shall employ experienced, certified and knowledgeable staff to perform Services listed below in a timely, polite, courteous and prompt manner. Consultant staff providing Services in the Municipality shall be certified in UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction and HVAC, Commercial Plumbing and Commercial Electrical as defined in SPS 305 of the Wisconsin Administrative Code. Consultant shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of these services.

The Municipality shall be provided opportunity to make recommendation to Consultant regarding the retention or selection of the professional that will Services to Municipality. Such recommendation by Municipality concerning an employment-related action shall not be binding on Consultant. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

2. LIST OF SERVICES

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiners
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete
- ✓ Consultant will provide State certified professionals to perform Commercial Building and HVAC and Plumbing plan reviews
- ✓ Consultant will provide commercial plan review service for the Municipality based upon approval granted to the Municipality by the State of Wisconsin

Zoning Administration Services

Consultant will provide:

- ✓ Basic (1 & 2 family) zoning administration associated with building permit applications including:
 - Land use, setbacks, structure/building heights and dimensions, lot coverage and parking

Municipality will administer:

- ✓ The review of commercial zoning including but not limited to the review of annexations, rezoning, conditional use permits, commercial site plans, land divisions and variance applications

Reporting Services

Consultant will work with the Municipality to develop an acceptable reporting schedule and format that is mutually agreeable.

3. MUNICIPAL OBLIGATIONS

- ✓ All fees will be collected and permits issued by the Municipality
- ✓ Municipality shall provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake permits, plans and related documents for pick up by Consultant
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- ✓ Municipality to adopt commercial plan review fee schedule
- ✓ Municipality to obtain delegated municipality status

4. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Inspectors will be dispatched on an as-needed basis
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) business hours of receiving inspection request(s) from the Municipality		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

5. FEE SCHEDULE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	80% of Municipal fee as established by ordinance
Residential Plan Review Services	90% of Municipal fee as established by ordinance
Commercial Plan Review Services	90% of Municipal fee as established by ordinance
<ul style="list-style-type: none"> ✓ Building, HVAC and Plumbing <ul style="list-style-type: none"> ▪ Requires State of Wisconsin approval for Delegated/Certified Municipal Authority ▪ Consultant will provide service based upon approval granted by the State of Wisconsin 	
Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality	
Normal Business Hours – 8:00 am to 5:00 pm	\$75.00 per hour – two (2) hour minimum
Other Than Normal Business Hours	\$75.00 per hour – two (2) hour minimum
Time tracked includes roundtrip travel time between Consultant’s office and the Municipality/inspection site.	