PUBLIC NOTICE

AGENDA FOR REGULAR VILLAGE BOARD MEETING #1994
Tuesday, October 16, 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 16th day of October, 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) September 18, 2018 Regular Meeting Minutes
2) Current Invoices
3) September Statement of Revenues and Expenditures
4) Resolution 18-13; Resolution Rescheduling Certain Village Board and Committee Meetings due to Scheduled 2018 Election
5) September Monthly Department Reports
6) Bartender Licenses – Heather R. Pinter Bottoms Up
Bobbie Jo Frederick Temporary - St. Agnes

V. Communications

VI. Committee Reports
1)Building Board
2)Finance Committee
3)Library Board
4)Park & Rec Commission

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VII. Report of the Administrator

VIII. New Business
(A) Discussion and Possible Action on approving a Conditional Use Permit for Niqole Varani, DVM, N89 W25210 Highland Preserve Court, Sussex, WI and Kim Whitemore, 3058 Rolaine Pkwy, Hartford, WI for a Vet Clinic and Pet Memorial/Cremation Center and possibly animal boarding at 4577 North 124 Street, pursuant to Section 54-358 of the Village of Butler Municipal Code of Ordinances. The property is Zoned M-1, Industrial District.

(B) Discussion and Possible Action on Approving Waukesha County transfer of ownership of Frontier Park back to the Village of Butler.

(C) Discussion and Possible Action on Approving Renewal Service Agreement for the upcoming years 2019, 2020 and 2021 for the Humane Animal Welfare Society of Waukesha County.

(D) Discussion on Elected Official salaries.

IX. Adjournment

Dated: October 12, 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: October 12, 2018
Re: October 16th Supplemental Agenda

VILLAGE OF BUTLER EST 1913

VIII. New Business

A. Discussion and Possible Action on approving a Conditional Use Permit for Niqole Varani, DVM, N89 W25210 Highland Preserve Court, Sussex, WI and Kim Whitemore, 3058 Rolaine Pkwy, Hartford, WI for a Vet Clinic and Pet Memorial/Cremation Center and possibly animal boarding at 4577 North 124 Street, pursuant to Section 54-358 of the Village of Butler Municipal Code of Ordinances. The property is Zoned M-1, Industrial District.

The Plan Commission will meet at 6 pm on October 16th to issue a recommendation to the Village Board.

B. Discussion and Possible Action on Approving Waukesha County transfer of ownership of Frontier Park back to the Village of Butler.

As some of you may be aware Frontier Park is technically owned by Waukesha County though the Village maintains all aspects of the Park. This arrangement has been in place since 1965, and has never been an issue until now.

As you also may be aware, the Village has received a $22,000 grant from the National Parks Service for the Florence Liebl Playground at Frontier Park. Part of the grant agreement requires the Village to file the agreement against the deed of Frontier Park. Since Waukesha County is listed as the owner on the Park's deed and the Village is listed as the grant recipient we ran into some roadblocks with properly executing the grant agreement.

In conversations with Waukesha County they offered to transfer ownership of Frontier Park back to the Village of Butler for $1.00. The Village agreed to these terms. In September, the County Board adopted the attached Ordinance to transfer the land back to the Village.

The Plan Commission will meet at 6 pm on October 16th to issue a recommendation to the Village Board.

C. Discussion and Possible Action on Approving Renewal Service Agreement for the upcoming years 2019, 2020 and 2021 for the Humane Animal Welfare Society of Waukesha County.

Staff recommends approval.

D. <u>Discussion on Elected Official salaries.</u>

Trustee Thew requested that the Board evaluate the salaries of the Elected Officials. I have compiled information about the pay of Elected Officials in other communities around the state. The information is provided in your packet. Should the Board decide to change the salary for Elected Officials, a resolution would be drafted and adopted at a future Board meeting to take effect at the next election.

Minutes not formally approved until Regular Board Meeting on October 2, 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, Thomas Sardina, Michael Thew, Jerry Orvis and Mark Holdmann.
Excused: William Benjamin
Also present: Administrator Kayla Chadwick

PERSONS DESIRING TO BE HEARD: None

CONSENT AGENDA:

1) September 4, 2018 Regular Meeting Minutes
2) Current Invoices
3) August Statement of Revenues and Expenditures
4) August Monthly Department Reports
5) Bartender Licenses – None
6) Proclamation Honoring Assistant Chief Joseph Zoulek on 40 Years of Service.
7) Proclamation Honoring Captain Joshua Seidl on 20 years of Service.
8) Special Event Vending Permit for HaleO Malo Productions, LLC on October 28, 2018, 11 AM – 4 PM,
   Event Noon

Request by Van Gompel to move Item 8 from consent agenda to New Business.

Motion by Van Gompel; second by Sardina to approve Consent Agenda with corrections to September 4, 2018 minutes. Motion carried unanimously.

COMMUNICATIONS: None

COMMITTEE REPORTS
Public Safety Committee
Trustee Van Gompel reported on the Police and Fire Department reports.

Building Board
Trustee Van Gompel reported the following Occupancy permits were approved:
Helens Supportive Service, 4788 N. 126 Street
Milwaukee Tool, 4410 N. 132 Street
Milwaukee Tool, 5401 N. Park Drive
Butler Motor Works, LLC, 4512-14 N. 127 Street
Trustee Van Gompel reported the following building permits were approved:
12411 W. Silver Spring Dr., Sign
12411 W. Silver Spring Dr., Sign
4603 N. 127 Street, Fence

Finance Committee
Trustee Thew reported the current invoices were reviewed and approved. Trustee Thew reported the August Statement of Revenues and Expenditures were approved.

Library Board
Trustee Sardina reported the Library Board met. Various items were discussed.

REPORT OF THE ADMINISTRATOR Administrator Chadwick reported on budget progress and capital planning.

NEW BUSINESS

A) Item 8 from Consent Agenda. Special Event Vending Permit for HaleO Malo Productions, LLC on October 28, 2018, 11 AM – 4 PM, Event Noon. Motion by Holdmann; second by Thew to approve the vending permit for HaleO Malo Productions, LLC on October 28, 2018, 11 AM – 4 PM, Event Noon. Motion carried unanimously.
B) Motion by Thew; second by Sardina to approve Butler Waterworks Cross Connection Control Program. Motion carried unanimously.
C) Motion by Orvis; second by Thew to approve joining the Waukesha County Center for Growth. Motion carried unanimously.
D) Motion by Thew; second by Van Gompel to approve Resolution 18-12 Honoring and Expressing Appreciation to Barbara Spinney for her 49 years of Outstanding Service to the Village of Butler. Motion carried unanimously.
E) Recognition of Officer Kyle Knapp on the Completion of his Probationary Period.

ADJOURNMENT
Motion by Thew; second by Van Gompel to adjourn. Motion carried unanimously. The meeting was adjourned at 7:30 PM.

Submitted by:
Kayla Chadwick
Village Administrator/Clerk

Approval Date: _____
Correction/Amendment

RESOLUTION 18-13

RESOLUTION RESCHEDULING CERTAIN VILLAGE BOARD AND COMMITTEE MEETINGS DUE TO SCHEDULED 2018 ELECTION

WHEREAS, the Village of Butler holds both the Village Board and Committee meetings on the regularly scheduled first and third Tuesdays of each month; and

WHEREAS, the Election scheduled for November 6, 2018 is in direct conflict with the above-mentioned Village meetings scheduled; and

WHEREAS, the Village Board feels it necessary to avoid such scheduling conflict in order to allow for the Village Clerk to efficiently and effectively carry out the Election proceedings;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Butler authorizes the rescheduling of one certain Village Board and Committee meeting date to Wednesday, November 7, 2018.

PASSED AND ADOPTED this 16th day of OCTOBER, 2018

THE VILLAGE OF BUTLER

By: _____
Patricia Tiarks, President

ATTEST:

_____
Kayla Chadwick, Administrator/Clerk

To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: October 11, 2018
Re: September Administration/Finance Report

VILLAGE OF BUTLER EST 1913

Administrator

- Attended 8 meetings on behalf of the Village.
- Prepared for 1 Village Board Meetings and 1 Finance Committee Meeting, and 1 building board.
- Attended the ICMA Conference in Baltimore.
- Trained accounting temp on payroll and accounts payable.
- Worked on 2019 Budget.

Clerk

- Began preparations for the November 6 Election.
- Finalized all Summer Softball standings and ordered t-shirts.
- 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.
- Prepared utility bills
- Trained on all financial software programs
- Collected utility bills
- Organized accounts payable files

Building

- Issued 22 Permits
    - 1 Sign
    - 6 HVAC Permit
    - 2 Electrical
    - 2 Plumbing
    - 5 Building
    - 0 Zoning
    - 6 Occupancy
    - 0 Fire System
    - 0 Plan Review
- Issued permits resulted in $4,182.57 of revenue.

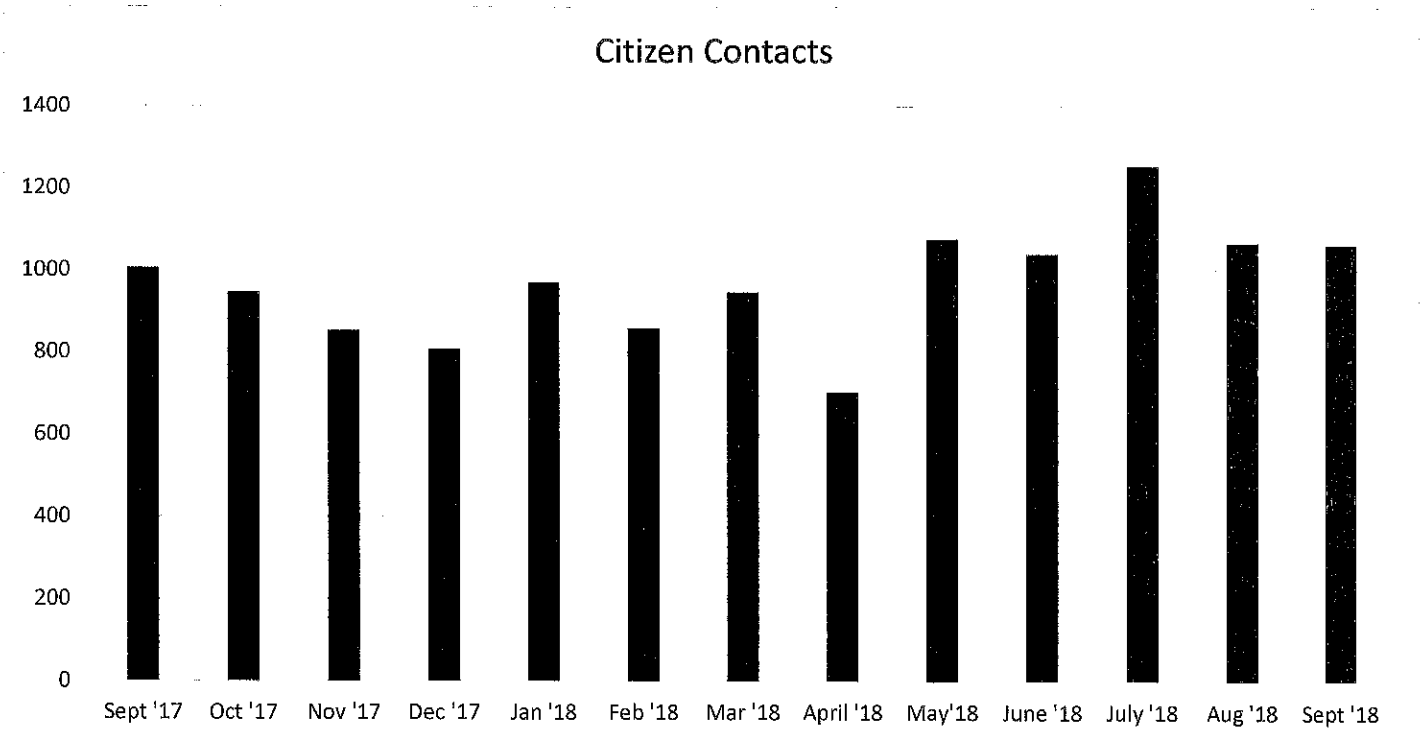
To: President Tiarks
Village Board of Trustees
From: David Wentlandt, Chief of Police
Date: October 8, 2018
Re: September Police Report

Squad Car Usage

	Miles	Gallons	MPG
All Squads	3377	337.754	9.99

Notes of Interest

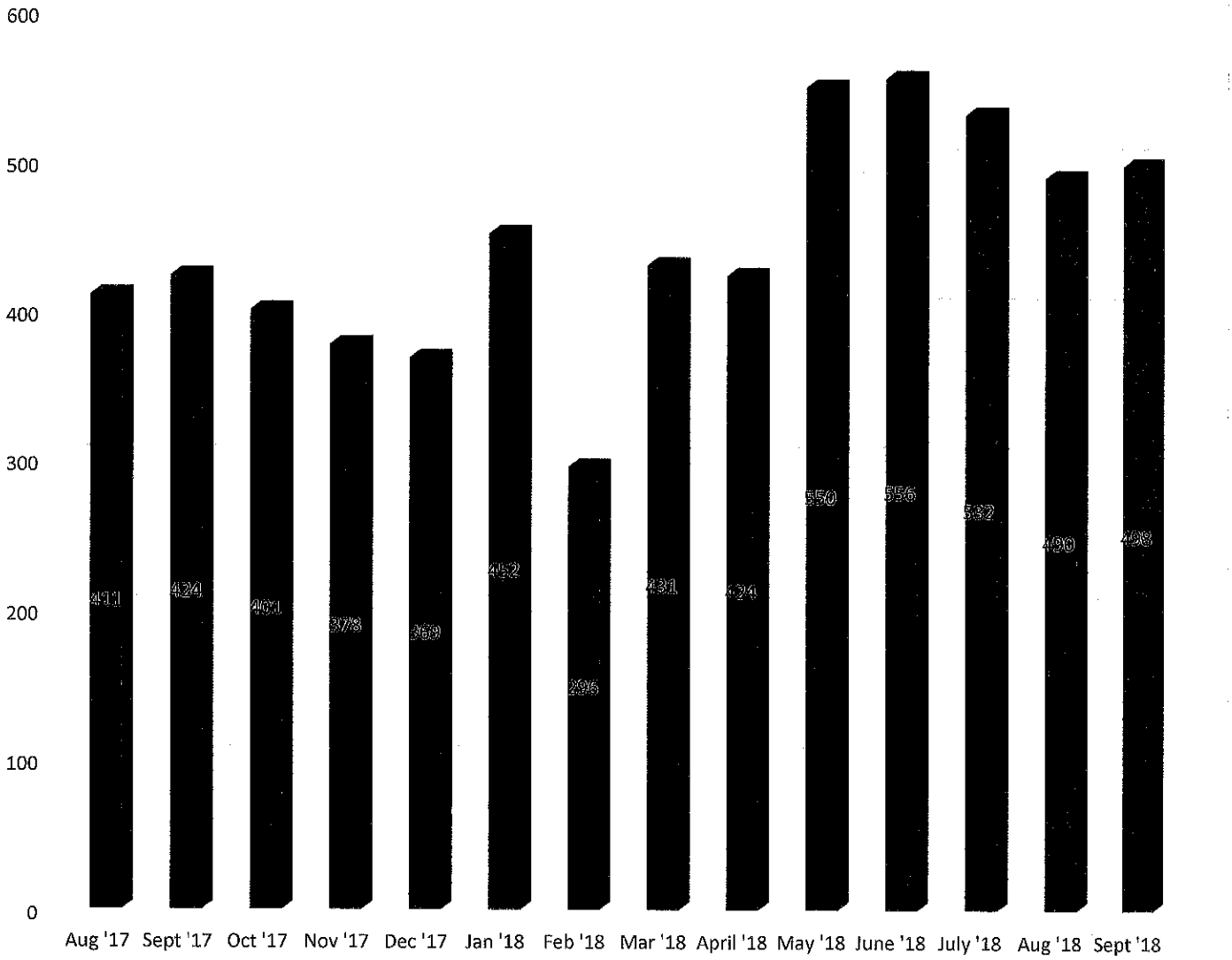
- Hot Rods on Hampton was again a huge success with very little police related issues
- The entire PD participated in the last summer joint firearms training.
- We held our second in-house training session which included use of force, room clearing and building search techniques.
- Officers had a total of 1063 citizen contacts throughout the month. This equals 35.43 contacts per day or just over 11.81 contacts per shift.
- The Village of Butler Police Department had 498 calls for service in September 2018.



Total Calls for Service

Sept '17	**424**
Oct '17	**401**
Nov '17	**378**
Dec '17	**369**
Jan '18	**452**
Feb '18	**396**
Mar '18	**431**
April '18	**424**
May '18	**550**
June '18	**556**
July '18	**532**
Aug '18	**490**
Sept '18	**498**

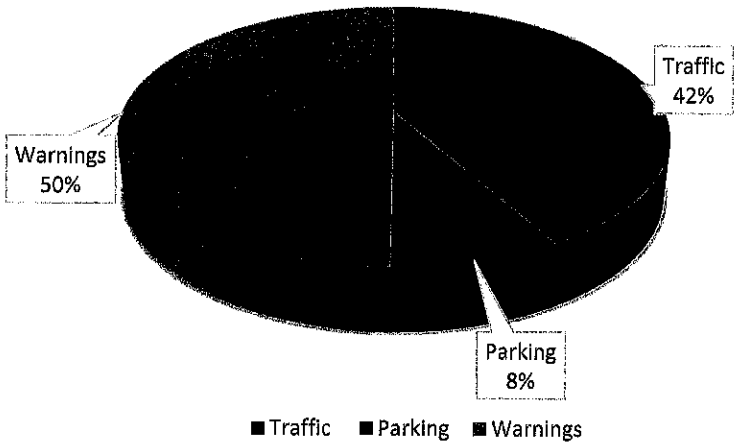
Calls for Service

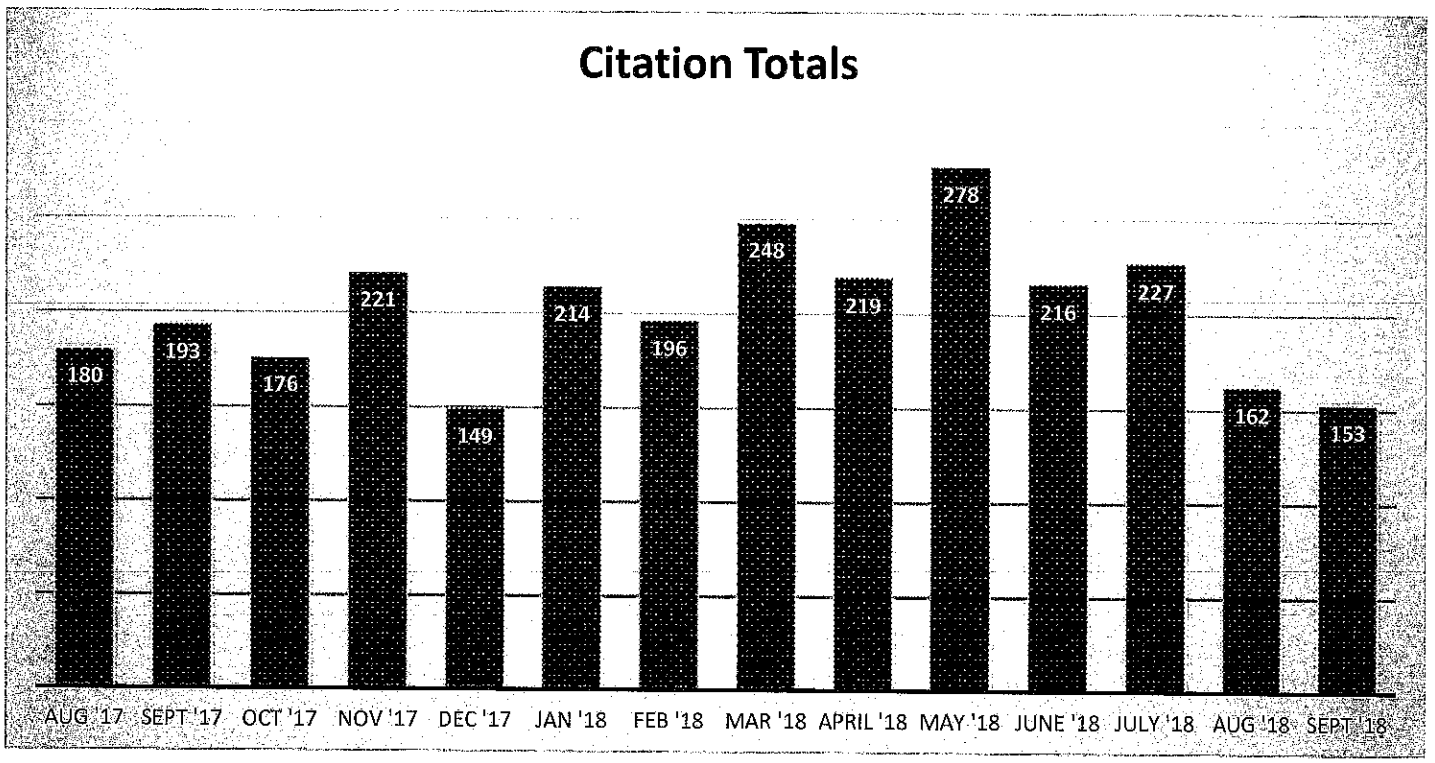


September E Totals

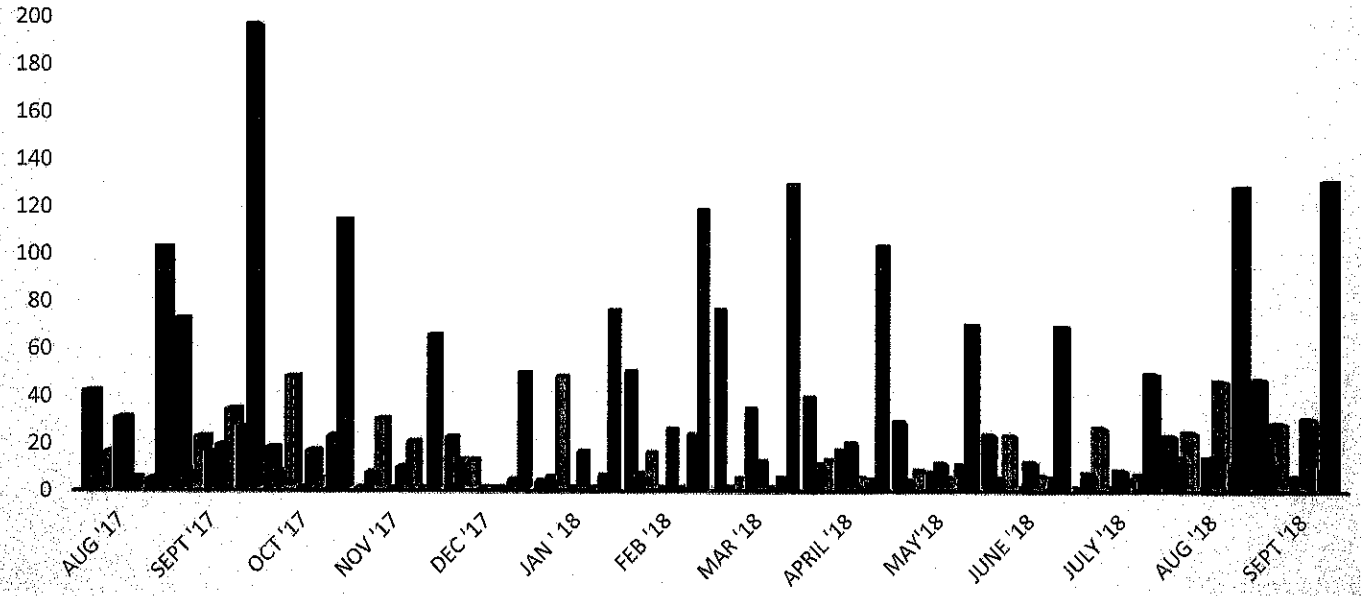
Insurance, Registration Citations	55
Speeding Citations	26
Alcohol/Drugs Citations	10
Moving Citations	46
Non-Moving Citations	13
Municipal Citations	3
Parking Citations	31
Warnings Issued	183
Total Citations & Warnings Issued:	367

Traffic v. Parking v. Warnings





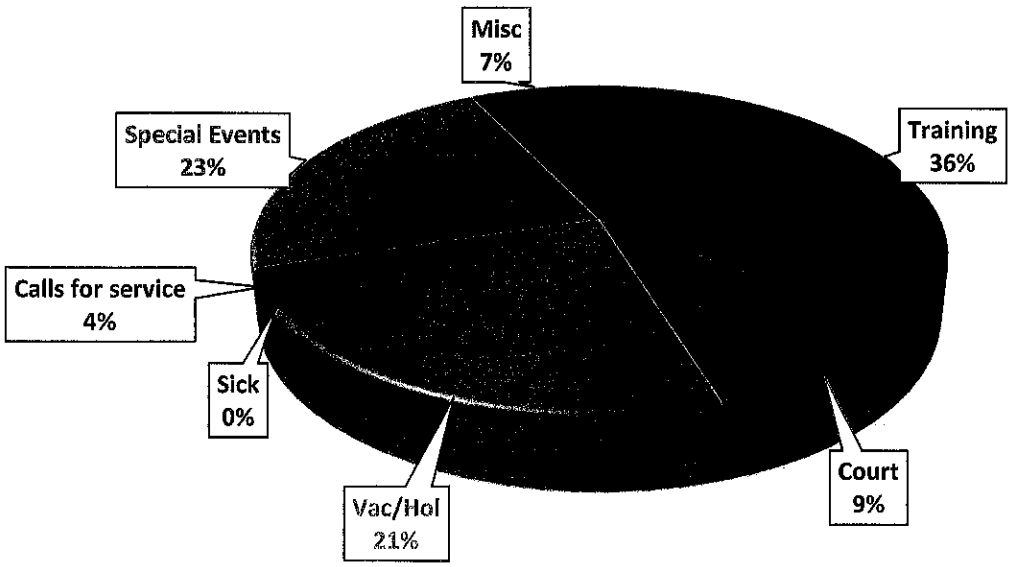
Overtime Totals



	Aug '17	Sept '17	Oct '17	Nov '17	Dec '17	Jan ' 18	Feb '18	Mar '18	April '18	May'18	June '18	July '18	Aug '18	Sept '18
Training 47	42	73	17.5	0	22	3	50	76.5	39	28.5	22.75	0	22.5	47
Court 12.5	6	8.25	7	6.5	12	4.5	6	0	10	3	4	6	13	12.5
Vac/Hol 28	16	22.25	48	30	12	48	15	4	12	7.5	22.5	26	24	28
Sick 0	30.5	15.5	0	0	0	0	0	34	16	6.5	0	0	0	0
Calls for service 5	4.5	18.75	16.25	9.25	0	15.5	25.25	11.5	19.25	10.5	11	7.5	13	5
Special Events 29.75	0	34	3.75	20	0	0	0	0	4	4.25	5	3.75	46	29.75
Misc 9.5	4.25	26	22.5	0	3.5	5	22.75	4	3.5	9.75	4	5.75	10.75	9.5
Total	103.25	197.75	115	65.75	49.5	76	119	130	103.75	70	69.25	49	129.25	131.75

Training 47 Court 12.5 Vac/Hol 28 Sick 0 Calls for service 5 Special Events 29.75 Misc 9.5 Total

SEPTEMBER OVERTIME BREAKDOWN



Municipal Court

Docket: September 6, 2018 Total: 299 adult cases /0 juvenile Appearances: 56 Persons

- 33 Adjournment
- 170 Initial appearance
- 85 Indigency hearing
- 5 Motions
- 3 Pre-Trial
- 5 Sentencing hearing
- 2 Trial

Citation List for 9-6-18 court date:

- Total due $27,214
- Total paid $4,082
- Balance due $23,132

Monthly financial total $12,294 **AMOUNT RETAINED BY MUNICIPALITY: $7,847**

- Above includes $128 received through the WI State Income Tax Refund Intercept program (TRIP).

Parking ticket payments received in September: $905

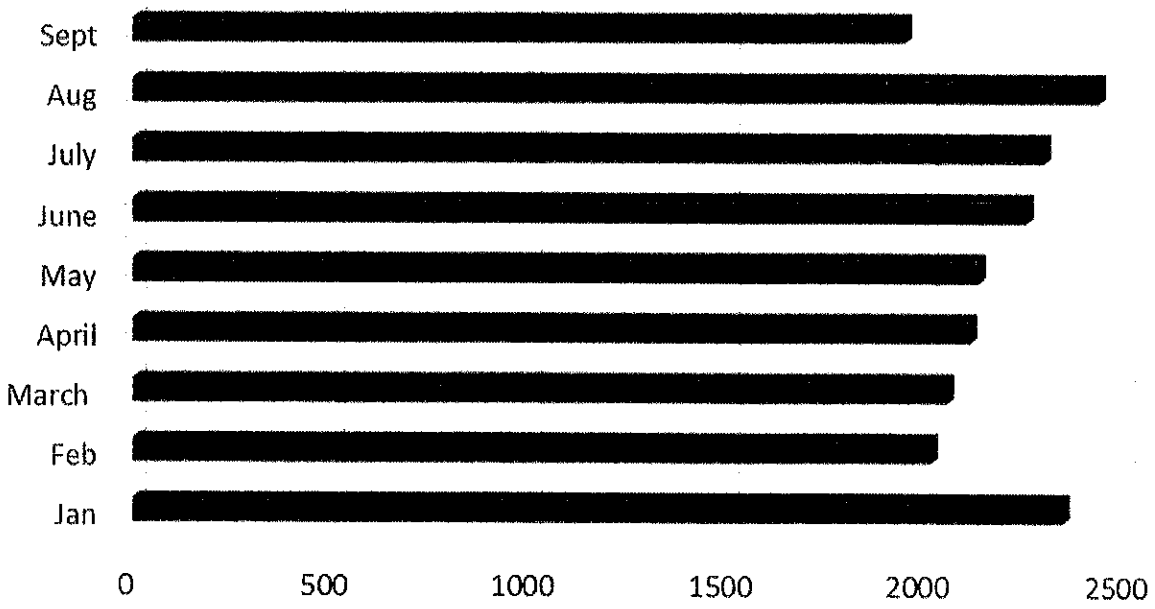
To: President Tiarks
Village Board of Trustees
From: Jodi Kessel Szpiszar, Library Director
Date: October 11, 2018
Re: September Library Report

VILLAGE OF BUTLER EST 1913

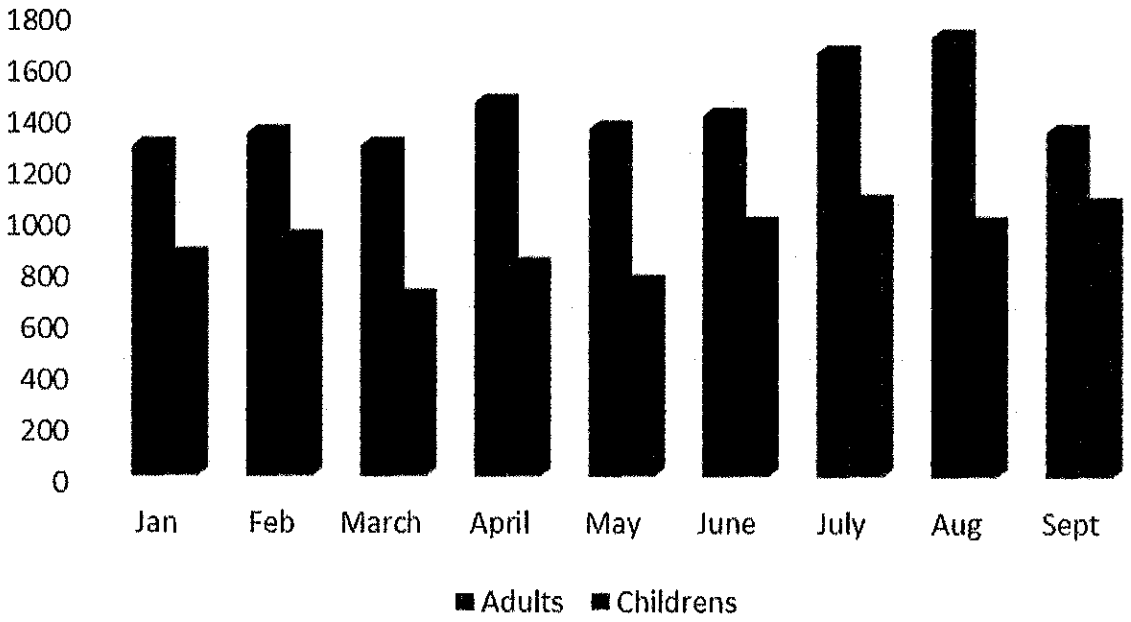
- Children's Programs:
  - January – No Program
  - February – 36 attendees
  - March – 14 attendees
  - April – 20 attendees
  - May - 48 attendees
  - June – 43 attendees
  - July – 60 attendees
  - August – 25 attendees
  - September – 20 attendees

- Adult Programs – 17attendees
- New Library Cards Issued: 8
- Conference Room Usage: 12 uses

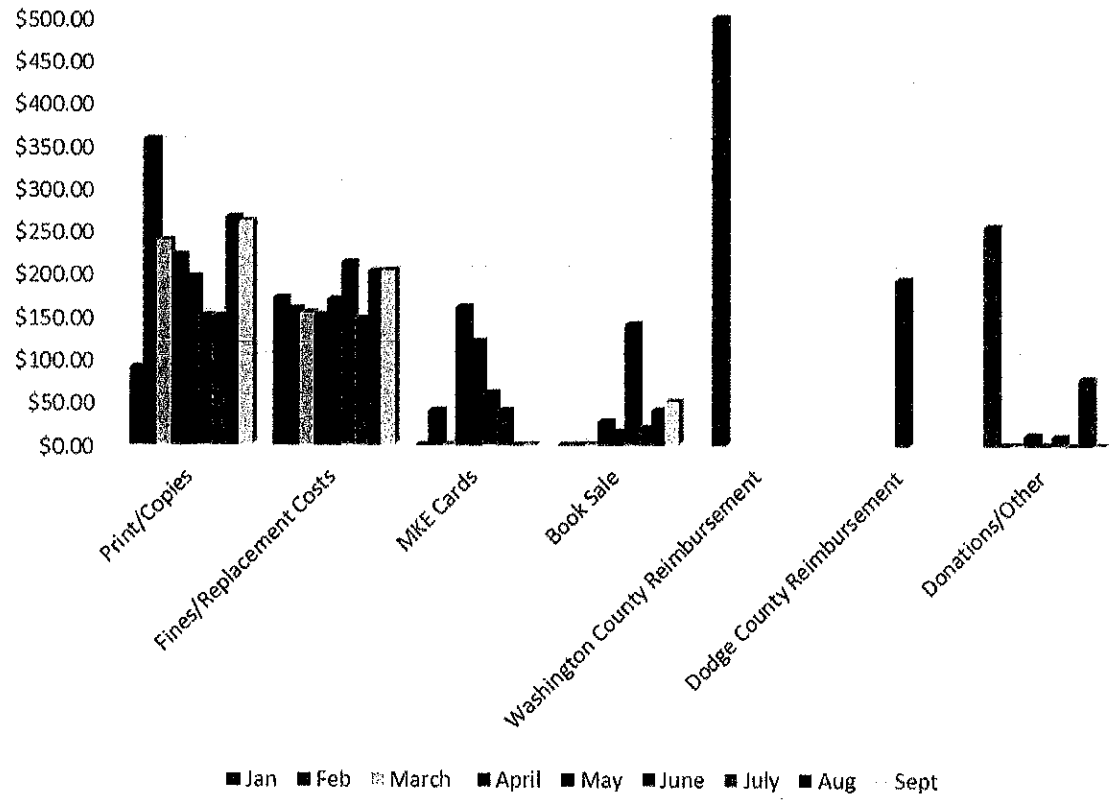
2018 Patron/Visitors



Circulation By Month



Revenue By Source



To: President Tiarks
Village Board of Trustees
From: Jim Bremberger, DPW Supervisor
Date: October 11, 2018
Re: September DPW Report

VILLAGE OF BUTLER EST 1913

The top September priorities were;

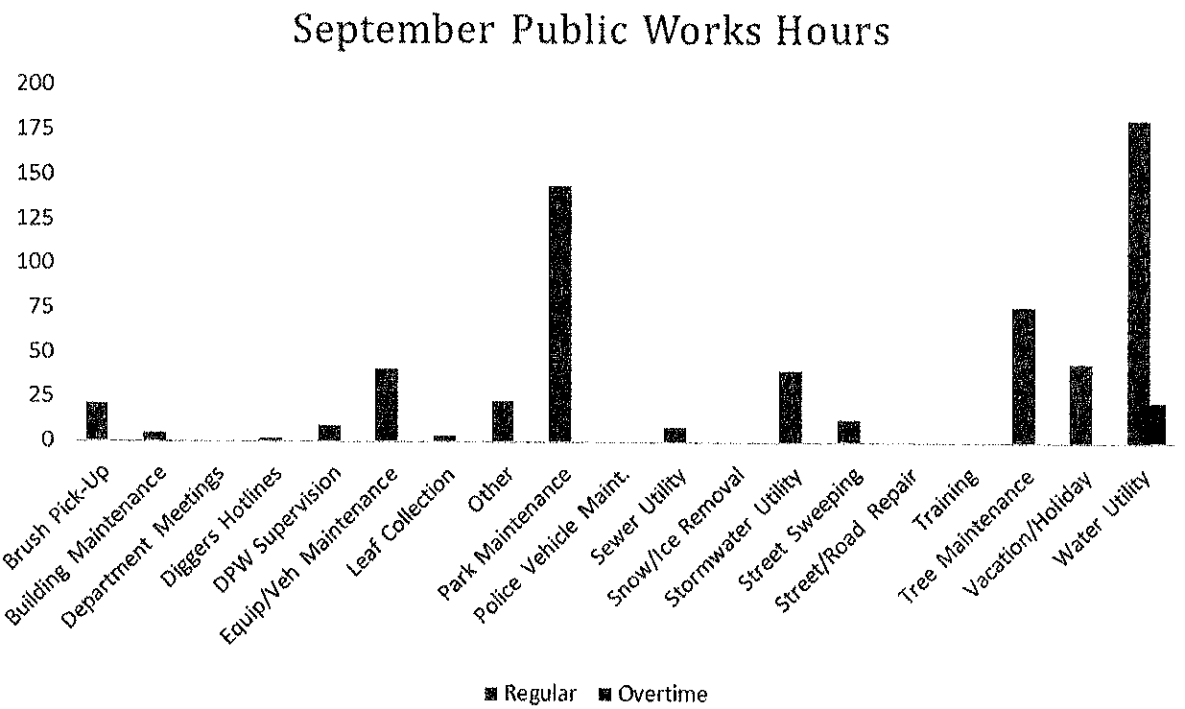
- Finish planting trees
- Flush hydrants

September Activity

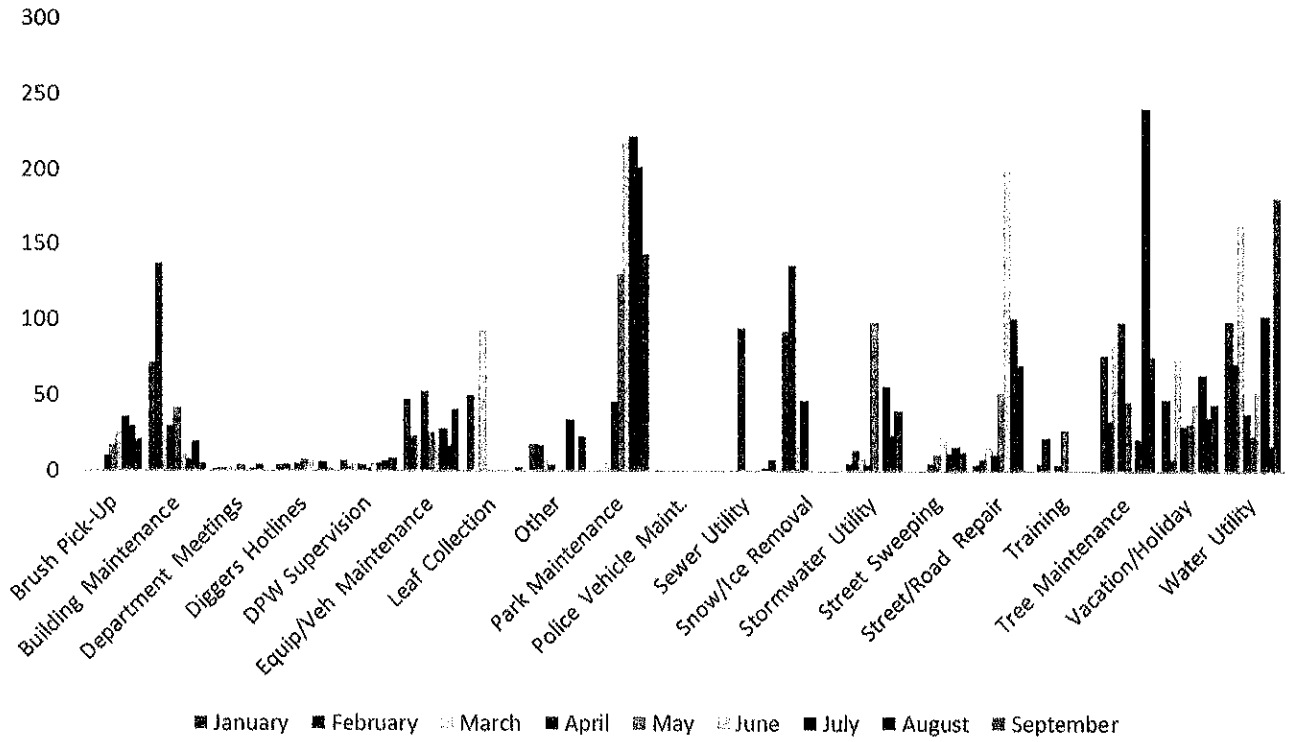
- Plant 52 street trees
- Clean storm sewer in DPW parking lot
- Remove storm damaged trees

Utility Activity

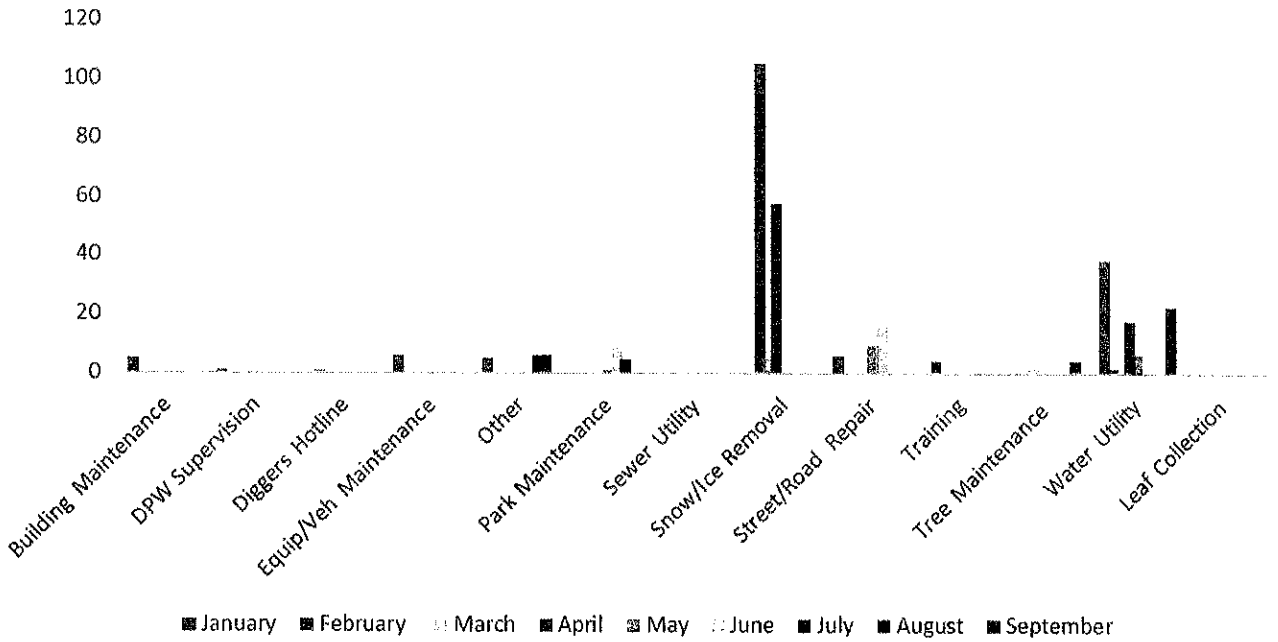
- Read water meters on September 4.
- Flushed hydrants.
- Daily, monthly, and quarterly water samples.



YTD Regular Hours



YTD Overtime Hours



HAWS
Humane Animal Welfare Society

701 Northview Road
P.O. Box 834
Waukesha, WI 53187
Phone: 262-542-8851
Fax: 262-542-8853
www.hawspets.org

Carry for next agenda

September 1, 2018

Village of Butler
12621 West Hampton Avenue
Butler, WI 53007

Dear Sir/Madam,

The Humane Animal Welfare Society of Waukesha County is pleased to have provided animal care and control services to your Municipality over the past three years. We look foreword to again serving the residents and animals in your community in 2019. I hope our services have met with your expectations and welcome your input or suggestions as to how we may improve our service to you. We feel it a privilege to be able to provide humane care and assistance to the lost, homeless, injured and abandoned or abused animals in Waukesha County and value your trust and confidence in our programs.

Enclosed please find two copies of our renewal Service Agreement for the upcoming years 2019, 2020 and 2021. Please sign one copy and return it to our office and retain one copy for your records. As always, should you have any questions please feel free to contact me at the Society.

Yours truly,

Mark Hess
Operations Manager

SERVICE AGREEMENT

This Agreement is entered in to this 1st day of January, 2019 (hereinafter "Effective Date") by and between the **Village of Butler,** existing under the laws of the State of Wisconsin, with its principal offices located at **12621 West Hampton Avenue, Butler, WI 53007,** (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc, a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, Wisconsin (hereinafter "HAWS").

WHEREAS, the Municipality is seeking services related to the care, management, sterilization, and placement of stray, abandoned, neglected, abused or injured animals, hereinafter referred to as "Services",

WHEREAS, HAWS is an organization offering such Services and willing to provide such Services to the Municipality;

NOW THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such Services and related consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

ANIMAL DROP OFF SERVICES: HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

HAWS ANIMAL TRANSPORTATION: HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

HUMANE CARE: All animals, received by HAWS from the Municipality, shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

SPECIAL ANIMALS SERVICES: HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with state law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests should be made in writing with a time period jointly agreed upon.

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and

transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under state law. No animals shall be released from HAWS without this proof.

DISPOSITION: Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animal HAWS determines is unsuitable for adoption shall be humanly euthanized.

EMERGENCY RESCUE: HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide rehabilitative services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such services.

EUTHANASIA SERVICES: HAWS shall provide humane animal euthanasia and cremation services for citizens of the Municipality, upon request of such citizen. Any fees associated with this process shall be paid by the Citizen.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to avail themselves of the Services described herein. Such facility shall be open to the public on a regular posted schedule, which may be revised by HAWS, as needed.

RECORDS: HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

STATE LAWS: HAWS shall comply with all state and federal laws concerning its operations, services and facilities.

2. FEES

HAWS agrees to service the Village of Butler for an annual fee of $1155.00 per year. No additional fees will be charged to the municipality for services.

2.1 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of the Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

3. TERM AND TERMINATION

3.1 This Agreement shall be in full force and effective until December 31, 2019 and shall automatically renew for one-year terms thereafter,

(hereinafter "Renewal Date"), unless the Municipality chooses the 3-year Service Option as specified below.

3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.

3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

Please specify your desired contract term and initial.

____ *(initial)* **Village of Butler chooses the 1 year agreement term.**

____ *(initial)* **Village of Butler chooses the 3 year Service Option. Our service fees will remain the same for each year, with billing for the Agreement year 2019, 2020, and 2021 to occur in the month of December prior to those years.**

Dated this ____ day of _____, 2018.

Humane Animal Welfare Society
Of Waukesha County, Inc.

_____
By: Mark Hess, Operations Manager

Village of Butler
Butler, WI

_____
By: Municipal Official

Community	Population	Board Size	Form of Government	Chief Elected Official Salary	Elected Official Salary	
River Hills	1,592	7	President/Trustee	$ -	$ -	
Omro	3,559	7	Mayor/Council	$ 6,892	$ 2,476	
Merton	3,629	5	President/Trustee	$ 5,400	$ 3,000	
Kewaskum	4,004	7	President/Trustee	$ 2,200	$ 1,700	
Prairie du Sac	4,077	7	President/Trustee	$ 2,000	$ 1,500	
Bayside	4,398	7	President/Trustee	$ 1,200	$ 1,200	
Bristol	5,014	7	President/Trustee	$ 9,345	$ 5,775	
Elm Grove	5,963	7	President/Trustee	$ -	$ -	
Twin Lakes	6,050	7	President/Trustee	$ 7,000	$ 6,200	
Fox Point	6,691	7	President/Trustee	$ -	$ -	
Jackson	7,035	7	President/Trustee	$ 4,000	$ 3,000	
Hales Corners	7,692	7	President/Trustee	$ 5,400	$ 3,600	
Windsor	7,795	5	President/Trustee	$ 15,000	$ 8,400	
Pewaukee -Vil	7,907	7	President/Trustee	$ 5,040	$ 3,960	
Hartland	9,171	7	President/Trustee	$ 7,189	$ 4,989	
Monroe	10,827	10	Mayor/Council	$ 6,400	$ 3,000	
Cedarburg	11,628	8	Mayor/Council	$ 6,000	$ 2,400	
Brown Deer	12,001	7	President/Trustee	$ 5,400	$ 3,600	
Glendale	12,779	7	Mayor/Council	$ 3,000	$ 2,700	
Shorewood	13,368	7	President/Trustee	$ 1,300	$ 1,000	
Whitefish Bay	14,110	7	President/Trustee	$ 1,200	$ 600	
Greendale	14,211	7	President/Trustee	$ 9,560	$ 6,139	
Hartford	15,135	10	Mayor/Council	$ 8,000	$ 4,000	
Oconomowoc	16,889	9	Mayor/Council	$ 26,212	$ 6,436	Part Time Mayor
Marshfield	19,201	11	Mayor/Council	$ 22,500	$ 4,500	Part Time Mayor
South Milwaukee	21,052	7	Mayor/Council	$ 7,500	$ 4,500	
Oak Creek	36,000	7	Mayor/Council	$ 16,000	$ 7,200	Part Time Mayor
Oshkosh	66,000		Mayor/Council	$ 6,500	$ 5,000	

PUBLIC NOTICE

Meeting - Building Board
Tuesday, October 16, 2018
6:30 PM – Village Hall Board Room

PLEASE TAKE NOTICE that a Regular Meeting of the Butler Building Board will be held on the 16th day of October, 2018 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 - September 18, 2018

IV. New Business:
1. Occupancy Permit:
   a. Absolute Home Care, 12605 W. Courtland Ave.

2. Building Permit:
   a. 13000 W. Silver Spring Dr., Sign
   b. 4700 N. 129th Street,. Sign

V. Adjournment

William Benjamin
Chairman
Building Board

BY: Kayla Chadwick
Administrator/Clerk

Dated: October 12, 2018

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.

MINUTES OF THE **BUILDING BOARD** September 18, 2018
Village Board Room, Village of Butler

Minutes not formally approved until the next Building Board Meeting.

The meeting was called to order at 6:30 PM.

ROLL CALL
Present: Van Gompel, Sardina, and Klibowitz
Also present: Village Administrator Chadwick, Village President Tiarks, Holdmann and Thew
Excused: Benjamin

PERSONS DESIRING TO BE HEARD - None

CONSIDERATION OF MINUTES

Motion by Sardina; second by Klibowitz to approve the September 4, 2018 Building Board minutes. Motion carried unanimously.

NEW BUSINESS:

1. Occupancy Permits:
   a. Motion by Sardina; second by Klibowitz to approve Occupancy permit for Helens Supportive Service, 4788 N. 126 Street. Motion carried unanimously.
   b. Motion by Klibowitz; second by Sardina to approve Occupancy permits for Milwaukee Tool at 4410 N. 132 Street and 5401 N. Park Drive. Motion carried unanimously.
   c. Motion by Sardina; second by Van Gompel to approve Occupancy permit for Butler Motor Works, LLC at 4512-14 N. 127 Street. Motion carried unanimously.
2. Building Permit:
   a. Motion by Sardina; second by Klibowitz to approve building permits for 12411 W. Silver Spring Dr., sign and 12411 W. Silver Spring Dr. for another sign. Motion carried unanimously.
   b. Motion by Klibowitz; second by Sardina to approve building permit for 4603 N. 127 Street, Fence. Motion carried unanimously.

ADJOURNMENT
Motion by Sardina to adjourn; second by Klibowitz. Motion carried unanimously. The meeting was adjourned at 6:47 PM.

William Benjamin
Building Board

Kayla Chadwick
Village Administrator/Clerk

Minutes. BB 09-18-18

PUBLIC NOTICE

Meeting - Finance Committee
Tuesday, October 16, 2018
6:50 PM – Village Hall Board Room

PLEASE TAKE NOTICE that a regular meeting of the Butler Finance Committee will be held on the 16th day of October, 2018 at 6:50 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 – September 18, 2018

IV. New Business:
1. Review and Approve Current Invoices.

2. Review and Approve September Statement of Revenues and Expenditures.

V. Adjournment

Dated: October 5, 2018

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.

Minutes of the Finance Committee
Village Board Room, Village of Butler

September 18, 2018

Minutes not formally approved until the next Regular Finance Committee Meeting.

The Meeting was called to order at 6:50 PM.

ROLL CALL
Present: Trustees Holdmann, Thew and Sardina

Also Present: Administrator Chadwick, Village President Tiarks, Trustees Orvis and Van Gompel

PERSONS DESIRING TO BE HEARD: - None

CONSIDERATION OF MINUTES:
Motion by Sardina; second by Holdmann to approve the August 21, 2018 Finance Committee minutes. Motion carried unanimously.

NEW BUSINESS

1. Motion by Holdmann; second by Sardina to approve current invoices as presented for $1,003,856.57. Motion carried unanimously.

2. Motion by Sardina; second by Holdmann to approve the August Statement of Revenues and Expenditures. Motion carried unanimously.

ADJOURNMENT
Motion by Sardina; second by Holdmann to adjourn the Finance committee meeting. Motion carried unanimously. The meeting adjourned at 6:57 PM.

_____
Michael Thew
Chairman
Finance Committee

_____
Kayla Chadwick
Village Administrator/Clerk

HAWS

Humane Animal Welfare Society

701 Northview Road
P.O. Box 834
Waukesha, WI 53187
Phone: 262-542-8851
Fax: 262-542-8853
www.hawspets.org

Carry for next agenda

September 1, 2018

Village of Butler
12621 West Hampton Avenue
Butler, WI 53007

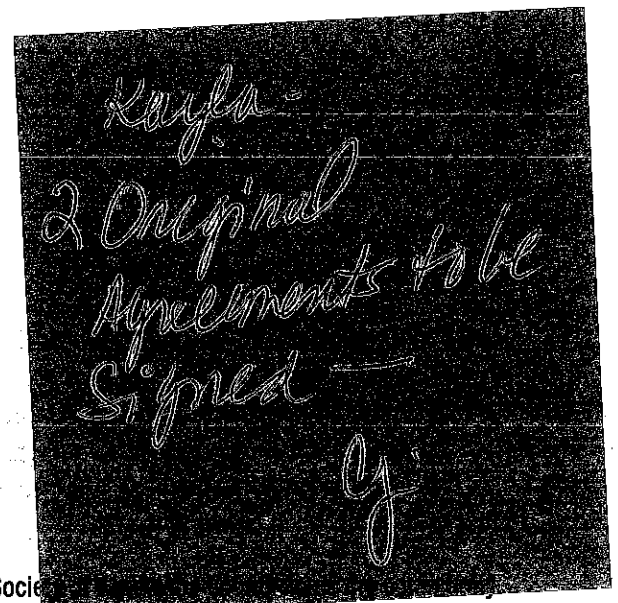
Dear Sir/Madam,

The Humane Animal Welfare Society of Waukesha County is pleased to have provided animal care and control services to your Municipality over the past three years. We look foreword to again serving the residents and animals in your community in 2019. I hope our services have met with your expectations and welcome your input or suggestions as to how we may improve our service to you. We feel it a privilege to be able to provide humane care and assistance to the lost, homeless, injured and abandoned or abused animals in Waukesha County and value your trust and confidence in our programs.

Enclosed please find two copies of our renewal Service Agreement for the upcoming years 2019, 2020 and 2021. Please sign one copy and return it to our office and retain one copy for your records. As always, should you have any questions please feel free to contact me at the Society.

Yours truly,

Mark Hess
Operations Manager



SERVICE AGREEMENT

This Agreement is entered in to this 1st day of January, 2019 (hereinafter "Effective Date") by and between the **Village of Butler**, existing under the laws of the State of Wisconsin, with its principal offices located at **12621 West Hampton Avenue, Butler, WI 53007,** (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc, a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, Wisconsin (hereinafter "HAWS").

WHEREAS, the Municipality is seeking services related to the care, management, sterilization, and placement of stray, abandoned, neglected, abused or injured animals, hereinafter referred to as "Services",

WHEREAS, HAWS is an organization offering such Services and willing to provide such Services to the Municipality;

NOW THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such Services and related consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

ANIMAL DROP OFF SERVICES: HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

HAWS ANIMAL TRANSPORTATION: HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

HUMANE CARE: All animals, received by HAWS from the Municipality, shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

SPECIAL ANIMALS SERVICES: HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with state law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests should be made in writing with a time period jointly agreed upon.

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and

transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under state law. No animals shall be released from HAWS without this proof.

DISPOSITION: Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animal HAWS determines is unsuitable for adoption shall be humanly euthanized.

EMERGENCY RESCUE: HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide rehabilitative services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such services.

EUTHANASIA SERVICES: HAWS shall provide humane animal euthanasia and cremation services for citizens of the Municipality, upon request of such citizen. Any fees associated with this process shall be paid by the Citizen.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to avail themselves of the Services described herein. Such facility shall be open to the public on a regular posted schedule, which may be revised by HAWS, as needed.

RECORDS: HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

STATE LAWS: HAWS shall comply with all state and federal laws concerning its operations, services and facilities.

2. FEES

HAWS agrees to service the Village of Butler for an annual fee of $1155.00 per year. No additional fees will be charged to the municipality for services.

2.1 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of the Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

3. TERM AND TERMINATION

3.1 This Agreement shall be in full force and effective until December 31, 2019 and shall automatically renew for one-year terms thereafter,

(hereinafter "Renewal Date"), unless the Municipality chooses the 3-year Service Option as specified below.

3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.

3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

Please specify your desired contract term and initial.

____ *(initial)* **Village of Butler chooses the 1 year agreement term.**

____ *(initial)* **Village of Butler chooses the 3 year Service Option. Our service fees will remain the same for each year, with billing for the Agreement year 2019, 2020, and 2021 to occur in the month of December prior to those years.**

Dated this _____ day of _____, 2018.

Humane Animal Welfare Society
Of Waukesha County, Inc.

_____

By: Mark Hess, Operations Manager

Village of Butler
Butler, WI

_____

By: Municipal Official

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Humane Animal Welfare Society
Of Waukesha County, Inc.

_____

By: Mark Hess, Operations Manager

Village of Butler
Butler, WI

_____

By: Municipal Official