

PUBLIC NOTICE

AGENDA FOR REGULAR VILLAGE BOARD MEETING #2018

Tuesday, October 1, 2019 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 1st day of October, 2019 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 17, 2019 Regular Meeting
 - 2) Bartender Licenses
- V. Communications
- VI. Committee Reports
 - a. Building Board
 - b. Park & Recreation Commission
- VII. Report of the Administrator
- VIII. New Business
 - A) Discussion and Possible Action on and Engagement Letter with Baker Tilly Virchow Krause, LLP for Auditing Services for the year ending December 31, 2019.
 - B) Discussion and Possible Action on awarding a Façade Improvement Grant for Frederick Packaging at 5175 N. 124th Street.
- IX. Adjournment

Dated: September 26, 2019

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.

MINUTES OF THE BUTLER VILLAGE BOARD REGULAR MEETING #2017 September 17, 2019

Minutes not formally approved until Regular Board Meeting on October 1, 2019

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Village President Patricia Tiarks, Trustees, Thomas Sardina, Jerry Orvis, Mark Holdmann, Paul Kasdorf and Michael Thew

Excused: Trustees William Benjamin

Also present: Administrator Kayla Chadwick and Chief David Wentlandt

PERSONS DESIRING TO BE HEARD - None

CONSENT AGENDA:

- 1) September 3, 2019 Regular Meeting
- 2) Current Invoices
- 3) August Statement of Revenue and Expenditures
- 4) August Monthly Department Reports
- 5) Bartender Licenses
John A. Rath SCOOPS
Ann M. Dylla Kwik Trip
Brittany R. Moen Bottoms Up

Motion by Thew, seconded by Orvis to adopt the consent agenda. Motion carried unanimously.

COMMUNICATIONS – None

COMMITTEE REPORTS

Public Safety Committee

Trustee Holdmann reported on the Police and Fire Department reports.

Building Board

Trustee Sardina reported the following Occupancy permit was approved:

- a. ARACEP, LLC d/b/a Squeegee Squad, 4825 N. 125 St.

Finance Committee

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

REPORT OF THE ADMINISTRATOR: Administrator Chadwick reported on DPW project, Budget and 2020 road Project.

NEW BUSINESS

- A) Presentation from the Waukesha County Center for Growth.
- B) Motion by Orvis; second by Sardina to approve Ordinance 19-04 to Amend Section 32-40 of the Municipal Code regarding Controlled Intersections; with a review of this stop sign in May 2020. Motion carried unanimously.
- C) Motion by Kasdorf; second by Holdmann to approve Ordinance 19-05 to Amend Section 32-83 of the Municipal Code regarding Parking, Stopping, or Standing prohibited at all times on certain streets. Motion carried unanimously.
- D) Motion by Kasdorf; second by Sardina to approve Ordinance 19-06 to Amend Section 32-84 of the Municipal Code regarding Parking Prohibited during Certain Hours on Certain Streets. Motion carried unanimously.
- E) Motion by Kasdorf; second by Thew to approve Awarding a Façade Improvement Grant to U-Spray, Inc. at 4907 N. 124 Street. Motion carried unanimously.

ADJOURNMENT

Motion by Thew; second by Orvis to adjourn. Motion carried unanimously. The meeting was adjourned at 7:46 PM.

Submitted by:
Kayla Chadwick, Village Administrator/Clerk

Approval Date: _____ Correction/Amendment
Minutes: MINUTES 2017-09-17-19



Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Fl
Milwaukee, WI 53202-5313

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 16, 2019

Ms. Kayla Chadwick
Village of Butler
12621 West Hampton Avenue
Butler, Wisconsin 53007

Dear Ms. Chadwick:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Butler ("you" or "your").

Service and Related Report

We will audit the basic financial statements of the Village of Butler as of and for the year ended December 31, 2019, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Butler with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Butler, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements
- > Comparative Schedule of Taxes and Valuation Data

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the Village of Butler's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Butler's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > Pension and OPEB - related schedules

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the Village of Butler and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The Village of Butler's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Butler involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Butler received in communications from employees, former employees, analysts, grantors, regulators, or others.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Butler complies with the laws and regulations applicable to its activities.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 4

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Butler; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial preparation assistance
- > Proposal of adjusting journal entries
- > Bookkeeping assistance

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 5

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Butler must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Butler hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Butler's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Butler is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 6

We estimate that our fees will be:

Village audit	\$	12,350
Water audit		7,200
Sewer audit		4,250
Storm water audit		4,250
TIF/CDA audit		5,300
Bookkeeping		3,500
MD&A preparation		600
Total	\$	<u>37,450</u>

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Butler, unless otherwise prohibited. In the event we are requested by the Village of Butler or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Butler, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Butler, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Butler with any other services you may find necessary or desirable.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 7

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 8

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Butler will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Butler violates this non-solicitation clause, the Village of Butler agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Butler and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

Ms. Kayla Chadwick
Village of Butler

September 16, 2019
Page 9

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Butler's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

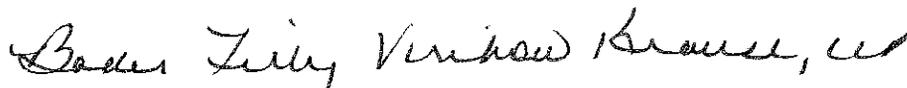
This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

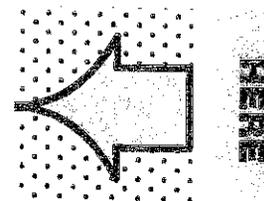
The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2019. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Butler, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the Village of Butler is presently expected to read as follows:

Management is responsible for the 2019 Financial Report Form C for the year ended December 31, 2019 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2019 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2019 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Butler's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the utility name, an enterprise fund of the Village of Butler, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Butler, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the Village of Butler is presently expected to read as follows:

Management is responsible for the balance sheets of the utility name, an enterprise fund of the Village of Butler, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Butler's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



**VILLAGE OF
BUTLER**
EST 1913

**Village of Butler Business Façade, Sign and Awning
Matching Grant Program Application**

Business Name: FREDERICK PACKAGING Property Owner Name (if leasing): _____
 Applicant Name: MARK FREDERICK Owner Address: 5175 N. 124th
 Address: 5175 N. 124th City, State: BUTLER, WI Zip: 53007
 City, State: BUTLER WI Zip: 53007 Owner Phone: 262-373-1400
 Phone: 262-373-1400 Tax Key Number : _____
 E-Mail: Mark@Frederickpkg.com Is this a commercial property: Yes ___ No
 Type of Business: PACKAGING Product Sales Is this property tax or utility delinquent: ___ Yes No
 Do you own or rent this property/space: Own ___ Rent Are there any outstanding liens or Building and/or Zoning
 Code violations at the property: ___ Yes No

Type of Project (check all that apply)

- Repair and/or replacement of the original building's materials and decorative details, which are deteriorated or missing.
- Repair of non-original materials, which cannot be removed due to deterioration of the underlying original building material.
- Cleaning of exterior building surfaces.
- Tuck pointing and masonry repair.
- Painting.
- Removal repair and/or replacement of existing signs and awnings.
- New signs and awnings.
- Landscaping improvements and planters.
- Permanent exterior lighting.
- Permit fees for completed projects.
- Energy savings improvements in relationship to the front façade.
- Repair, replacement or addition of entrances, doors, or exterior display window.

Project Description (location, type of work, etc)

New Sign - Spec Sheet Attached
Painting

Names of three (3) bidding contractors (copies of actual bids must be attached) and mark the check box next to the contractor you selected

- Name: Certa Pro Painters Cost: \$6000
- Name: Pickler Painting Cost: \$2525
- Name: Dublin Contractors Cost: \$2994

Applicant Signature: R. Mark Frederick Date: 9-16-19 Date Submitted: 9-16-19

Owner Signature (if different from applicant) : _____ Date: _____

Dublin

CONTRACTORS, INC.

Painting Specialists/Est. 1972

262/781-3350
FAX 262/781-3353
4675 NORTH 124TH STREET
BUTLER, WISCONSIN 53007

PAINTING CAULKING WALLCOVERING DECORATING COMMERCIAL INDUSTRIAL RESIDENTIAL

PAINT MATERIALS

All paint shall be of the highest quality as recommended for professional application. Paint shall be durable, colorfast and stain resistant.

Sherwin Williams Paints and Primers to be used.

MASONRY

Primer - Sherwin Williams Loxon Masonry Conditioner
Finish - Sherwin Williams Con-Flex Elastomeric Coating

METAL

Primer - Sherwin Williams Kem-Kromik Metal Primer
Finish - Sherwin Williams Metal Latex

**Colors to match existing.

APPLICATION

All work to be done in strict accord with manufacturer's specifications.

MASONRY

One (1) complete prime coat (dust coat).
One (1) complete finish coat.

METAL

One (1) spot prime coat to exposed metal.
One (1) complete finish coat to all specified surfaces.

WORKMANSHIP

All work to be done in strict accord with manufacturer's specifications according to technical data for type of materials being used. No materials shall be applied without reading and complying with manufacturer's directions.

All work shall be performed by skilled workmen having no less than three (3) years experience.

All work to be performed on a continual basis without delay for any reason except weather.

PROTECTIVE COVERINGS

Protective coverings shall be applied to surrounding surfaces as necessary to prevent any possible damage. Barricados and safety cones shall be placed to restrict pedestrian traffic as contractor feels necessary to prevent any possible harm.

Dublin

CONTRACTORS, INC.
Painting Specialists/Est. 1972

262/781-3350
FAX 262/781-3353
4675 NORTH 124TH STREET
BUTLER, WISCONSIN 53007

PAINTING CAULKING WALLCOVERING DECORATING COMMERCIAL INDUSTRIAL RESIDENTIAL

GUARANTEE

If paint or workmanship fails to perform as above specified on the concrete block and masonry surfaces Sherwin Williams and Dublin Contractors will furnish without cost enough paint and labor to correct the condition for a period of three (3) years and one (1) year on metal surfaces.

INSURANCE

Contractor shall pay insurance of sufficient amount to protect all parties involved and save owner from suits against the contractor.

CLEANING UP THE PREMISES

Premises shall be left in a clean and orderly condition consistent to that which existed prior to initiation of job although windows may need to be washed.

NOTE #1: It is the owner's responsibility to arrange to have any high voltage electric power lines within ten feet (10') of working area shut down, as necessary, while work is in progress. Owner to furnish necessary water and electricity.

NOTE #2: All cost incurred for disposal of lead chips to be in addition to cost listed.

We appreciate this opportunity of quoting for you. If favored we will do our best to ensure your complete satisfaction. A certificate of insurance will be provided upon approval. Thank you.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of
Two Thousand Nine Hundred Ninety Four and 00/100 dollars (\$ 2,994.00)

Payment to be as follow:
Upon completion

Respectfully submitted
DUBLIN CONTRACTORS, INC.

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

James L. Holton
James L. Holton

NOTE: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

DATE OF ACCEPTANCE _____

Signature _____

Mark Frederick

From: Steve Leeland <sleeland@certapro.com>
Sent: Monday, August 19, 2019 8:43 AM
To: Mark Frederick
Subject: RE: Updated Proposal

Mark

The following prices are no lift, two coats with different paints.

SW A-100 Satin \$3950
SW SuperPaint Satin \$4050
SW LoxonXP Water Proofing Coating Flat \$4135

Steve Leeland
414-687-0379 cell
262-574-1555 office

CertaPro Painters of Waukesha County
300 Travis Lane #18
Waukesha, WI 53189



From: Mark Frederick <mark@frederickpkg.com>
Sent: Monday, August 19, 2019 8:12 AM
To: Steve Leeland <sleeland@certapro.com>
Subject: RE: Updated Proposal

EXTERNAL

Steve,
OK, this is the highest bid I've received so far.....

R. Mark Frederick
Frederick Packaging, Inc.
5175 N. 124th Street
P.O. Box 202
Butler, WI. 53007-0202
262-373-1400 w
262-373-1401 fax
414-788-5500 cell

Frederick Packaging, Inc.



The information contained in this e-mail is confidential and is for the use only of the intended recipient. If you are not the intended recipient, any disclosure, copy, distribution or other use of this information is prohibited. If you have received this communication in error please notify us immediately by phone or email and delete or discard this message immediately.

From: Steve Leeland [<mailto:sleeland@certapro.com>]

Sent: Friday, August 16, 2019 4:32 PM

To: Mark Frederick <mark@frederickpkg.com>

Subject: Updated Proposal

Mark

I did not add some set up notes to the proposal. Attached is an updated copy.

Thank you

Steve Leeland

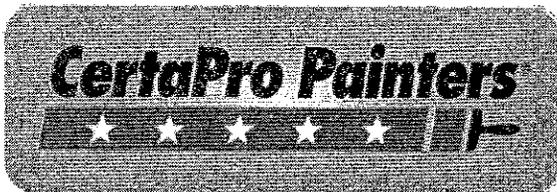
414-687-0379 cell

262-574-1555 office

CertaPro Painters of Waukesha County

300 Travis Lane #18

Waukesha, WI 53189



Click [here](#) to report this email as spam.

This email was sent from outside of the organization. Please use caution when clicking links or opening attachments.



Exterior Proposal

Job #: JOB-1246-4585
Date 08/16/2019

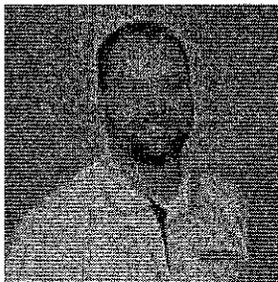
PREPARED FOR

Mark Frederick
Frederick Packaging Exterior
5175 N 124th Street
Butler, WI 53007

(262) 373-1400

mark@frederickpkg.com

PREPARED BY



Steve Leeland
Franchise Owner

414-687-0379
(262) 574-9195
sleeland@certapro.com

CertaPro Of Waukesha County
(262) 574-1555
waukeshacounty@certapro.com
http://waukesha-county.certapro.com
300 Travis Lane #18
Waukesha, WI 53189

Full Worker's Compensation Coverage
Society Insurance

PRICE SUMMARY

Base Price:	\$6,000.00
Total:	\$6,000.00
Deposits Due	\$2,100.00
Balance	\$3,900.00

PROJECT SUMMARY

PAINTING TO EAST AND SOUTH FACING SIDES OF EXTERIOR

PROJECT DETAILS

PAINTING TO:

East & South Facing Sides
CMU Brick & Block, Masonry Trim, Overhead Metal Door Frames, Dock Railings, Bollards

PAINT SYSTEMS:

CMU Brick & Block

- Sherwin Williams LoxonXP Masonry Waterproofing Coating, Two Coats

Railings/Bollards

- SW Pro Industrial Pro-Cryl Universal Primer, Spot to Full Prime
- SW Pro Industrial Multi Surface Acrylic Enamel Safety Yellow, Two Coats

Overhead Metal Door Frames

- SW Pro Industrial Pro-Cryl Universal Primer, Spot to Full Prime
- SW Pro Industrial Multi-Surface Acrylic Enamel, Two Coats

OPTION ITEMS:

Overhead Metal Door Frames \$225.00

Meter Pipes \$225.00

SET-UP

CUSTOMER TO:

- Ensure water is turned prior

CERTAPRO WILL COVER & PROTECT

- Items and surfaces not being painted as needed

CERTAPRO WILL**EXCLUSIONS**

- Any surface not specified in the proposal
- Anything else not specified in the proposal

NOTES:

- Downspouts to be removed if possible - crew discretion
- Awnings to remain in place

SAFETY: CertaPro Painters will be responsible for setting up the job site so that it meets all Safety Requirements. We ask that the customer does their part to make sure that the areas being worked on are free and clear of all personal items so that we can have easy access to the areas included in the contract.

PREPARATION

POWER WASHING: Power wash areas to be painted to remove dirt mildew and loose peeling paint.

CAULKING: Clean out wide step cracks and caulk with a masonry caulk. Remove loose caulk from expansion joints, clean out area and caulk with a masonry caulk.

PEELING PAINT: Scrape sand or grind to remove loose peeling paint to ensure a firm base for the new coating to adhere.

SURFACE RUST: Scrape sand or grind to remove loose surface rust to ensure a firm base for the paint to adhere. Spot prime areas of rust. Metal substrates may not be smooth at completion.

CLEAN-UP

NO TRACE PAINTING POLICY: Daily Clean Up: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

NOTES

PICKING COLORS: To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number and sheen. Provide color choices to CertaPro no later than 5 days before the project start date to avoid delays. Pricing is based on the current color scheme unless otherwise noted on this contract. Color changes require two coats.

PAYMENT TERMS: A 25% deposit is required on residential projects and 35% deposit on commercial projects unless other agreements have been arranged in writing. Balance is due in full upon completion of the project unless agreed upon in writing prior to the start of the project. Customer is expected to make themselves available for the **Pride Walk** at the completion of the project. The painters and/or office will do their best to inform the customer of a rough completion time. A 2% late fee per month will be assessed on amounts due over thirty (30) days. Those with specific payment terms in writing the thirty (30) days will start based on those terms.

PAYMENT METHODS: The price quoted is based on paying by cash or check and includes a 3% discount (rounded to the whole dollar). Please write the check to CertaPro Painters. The job site supervisor for your project is authorized to collect payment. We accept VISA, MasterCard, and Discover. There is a 3% convenience fee (rounded to the whole dollar) which will be added to the amount charged to the credit card. Please call our office at 262-574-1555 to pay by credit card.

ADDITIONAL NOTES

WISCONSIN "Right to Cure Law": Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file a lawsuit, and you must provide your contractor the opportunity to make an offer to repair or remedy the alleged construction defect. The full brochure explaining the law and the proper steps to making a claim can be found on CertaPro's website, or at <http://www.wisbuild.org/right-to-cure-law.html>

NOTICE OF LIEN RIGHTS: As required by the Wisconsin Construction Lien Law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for the project on the owner's land may have lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the contractor are those that contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the project. All customers are entitled to a lien waiver upon completion and payment for the job. Our crews carry the form with them so please feel free to ask.

DISPUTES: This Agreement shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Agreement shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. The party that prevails in binding arbitration shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses, whether such fees, costs, and expenses are incurred by the prevailing party before or after the arbitration decision.

SIGNATURES



08/16/2019

Authorized Franchise Representative Signature

Date

PAYMENT

Payment is due: In full upon job completion

DECLARATION OF CONTRACT

(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and hereby accept them.

Customer Signature

Date

DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller CertaPro Of Waukesha County

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.

- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



W140 N5963 Lilly Road
 Menomonee Falls, WI 53051
 sales@pichlerpainting.com
 Phone (262) 781-1111 • Fax (262) 781-1411



PROPOSAL/CONTRACT

Proposal Submitted To:

Frederick Packaging, Inc.
 5175 N. 124th St.
 Butler, WI 53007
 Residence: (414) 788-5500
 Email: mark@frederickpkg.com

Work To Be Performed At:

Same
 Attn: Mark Frederick

The Owner does hereby engage the Contractor to furnish all materials and all labor described below:

EXTERIOR

- **FRONT FAÇADE (INCLUDING 2' ON SOUTH SIDE) BRICK & MORTAR:** Scrape and sand. Caulk cracks. Prime bare spots with oil-based primer. Paint one coat.
- **WHITE DOOR TRIM:** Scrape and sand. Caulk cracks. Prime bare spots with oil-based primer. Paint one coat.
- **(1) DOOR SOUTH SIDE:** Scrape and sand. Prime bare spots with oil-based primer. Paint one coat.
COST FOR ABOVE: \$1,050.00
- **YELLOW RAILINGS & BOLLARDS:** Sand rust. Prime with Kern Kromik Universal Metal Primer. Paint one coat safety yellow.
COST FOR RAILINGS: \$1,475.00
- **MATERIALS:** Top quality primers and paints will be used.
- **GUARANTEE:** *PICHLER PAINTING CORPORATION WILL SERVICE ANY FAILING PAINT FOR TWO YEARS FROM JOB START DATE.*

2,525

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner for the sum of:

See Above Payment Schedule: _____ Dollars (\$))
 1/3 at Start, Balance Due Upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workers' Compensation Insurance.

Respectfully Submitted:

 Randall E. Bissler 05/20/19

Acceptance Of Proposal:
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 Customer Signature Date



**W140 N5963 Lilly Road
Menomonee Falls, WI 53051
Phone: (262) 781-1111
Fax: (262) 781-1411**

May 20, 2019

Frederick Packaging Inc.
Attn: Mark Frederick
5175 N. 124th St.
Butler, WI 53007

Dear Mark,

We would like to take this moment to thank you for allowing **Pichler Painting Corporation** the opportunity to submit this proposal to you. We would also like to assure you that only the highest quality materials will be used under the strictest standards in the industry.

If you would like a certificate of insurance or references, please let us know. We would be happy to provide them for you.

If you have any questions about this proposal or any phase of your painting, please do not hesitate to call us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall Pichler".

Randall Pichler
Owner





**VILLAGE OF
BUTLER**
EST 1913

**Village of Butler Business Façade, Sign and Awning
Matching Grant Program Application**

Business Name: FREDERICK PACKAGING Property Owner Name (if leasing): _____
 Applicant Name: MARK FREDERICK Owner Address: 5175 N. 124th
 Address: 5175 N. 124th City, State: BUTLER, WI Zip: 53007
 City, State: BUTLER WI Zip: 53007 Owner Phone: 262-373-1400
 Phone: 262-373-1400 Tax Key Number : _____
 E-Mail: Mark@frederickpkg.com Is this a commercial property: Yes No
 Type of Business: PACKAGING Product Sales Is this property tax or utility delinquent: Yes No
 Do you own or rent this property/space: Own Rent Are there any outstanding liens or Building and/or Zoning
 Code violations at the property: Yes No

Type of Project (check all that apply)

- Repair and/or replacement of the original building's materials and decorative details, which are deteriorated or missing.
- Repair of non-original materials, which cannot be removed due to deterioration of the underlying original building material.
- Cleaning of exterior building surfaces.
- Tuck pointing and masonry repair.
- Painting.
- Removal repair and/or replacement of existing signs and awnings.
- New signs and awnings.
- Landscaping improvements and planters.
- Permanent exterior lighting.
- Permit fees for completed projects.
- Energy savings improvements in relationship to the front façade.
- Repair, replacement or addition of entrances, doors, or exterior display window.

Project Description (location, type of work, etc)

New Sign - Spec Sheet Attached

Names of three (3) bidding contractors (copies of actual bids must be attached) and mark the check box next to the contractor you selected

- Name: Action Graphics Cost: \$ 5,184
- Name: Sign Effectz Cost: 5,364.86
- Name: FAST SIGNS Cost: \$11,000 + install

Applicant Signature: R Mark Frederick Date: 9-16-19 Date Submitted: 9-16-19

Owner Signature (if different from applicant) : _____ Date: _____

Mark Frederick

From: Mark Frederick
Sent: Friday, September 06, 2019 4:09 PM
To: Raphael Horvath
Subject: FW: Quote on signage for Frederick Packaging

Just got this.....NICE!!!!!!!!!!!!!!!!!!!!!!

R. Mark Frederick
Frederick Packaging, Inc.
5175 N. 124th Street
P.O. Box 202
Butler, WI. 53007-0202
262-373-1400 w
262-373-1401 fax
414-788-5500 cell



The information contained in this e-mail is confidential and is for the use only of the intended recipient. If you are not the intended recipient, any disclosure, copy, distribution or other use of this information is prohibited. If you have received this communication in error please notify us immediately by phone or email and delete or discard this message immediately.

From: FASTSIGNS 88 [mailto:FASTSIGNS.88@fastsigns.com]
Sent: Friday, September 06, 2019 4:07 PM
To: Mark Frederick <mark@frederickpkg.com>
Subject: Re: Quote on signage for Frederick Packaging

Good afternoon Paula:

I was able to find out the cost for the product without installation is just about \$11,000.00 based on the information you sent over.

Is that cost going to work with you budget?

If so, let me know and I will find out the cost of installation.

Thank you!
Paula Castro

Visual Communications Specialist | FASTSIGNS® - Milwaukee, WI Glendale | P: 414. 963.4980 | F: 414.963.4983
| 88@fastsigns.com | 5318 N Port Washington Milwaukee, WI, 53217

Send a File/Request a Quote I www.fastsigns.com/88



PRINT. MAIL. SIGNS.

Estimate # 143144

Date: 05/08/19

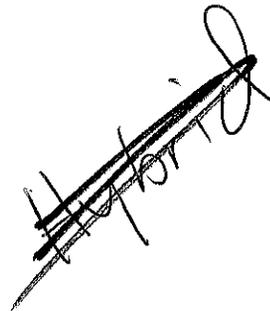
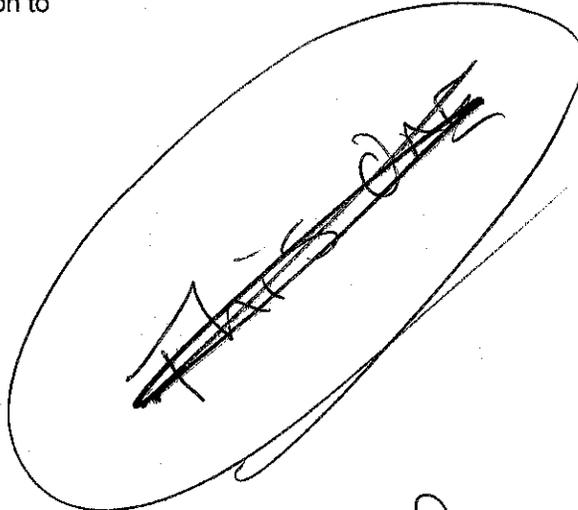
5203 N. 125th Street • Butler, WI 53007 • 262.373.1999 • actiongraphicsink.com

**MARK
FREDERICK PACKAGING
PO BOX 202
BUTLER WI 53007-0202**

SHIP TO:
FREDERICK PACKAGING
PO BOX 202
BUTLER WI 53007-0202

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
1528	MARK	262-373-1400			Raph	Raph
Quantity	Description				Unit Price	Price

1	Plastic Dimensional Lettering with Halo Lit Logo and installation to front of building Application/Installation to	5184.0000/Ea	5,184.00
---	---	--------------	----------



Terms	Subtotal	Shipping	Postage	Tax	Total
Net 30 Days	5,184.00	0.00	0.00	0.00	5,184.00

Thank you for the opportunity to Quote this project.

Action Graphics • 5203 North 125th Street • Butler WI 53007 • 262-373-1999

Tuesday, June 25, 2019

CUSTOMER NAME: Frederick Packaging Inc. – Action Graphics
DOLLAR AMOUNT: \$5,364.88 plus tax
QUOTE REFERENCE: 11947

SITE ADDRESS:
5175 N. 124th Street
Butler, WI 53007

JOB DESCRIPTION:

- 1: ACTION FREDERICK SURVEY \$220.00/EA
Survey building for access and sizes
- 2: ACTION FREDERICK WALL LTRS \$5,144.88 /EA
Fab and install (1) set wall letters and logo. Logo will be reverse lit with remote power supplies. Overall size approx 42" x 38" Will need access to back side of wall.
"Frederick Packaging, Inc." Is Formed plastic letters stud mounted flush to wall.
Black color.

Terms & Conditions:

I the customer understand and agree that electrical feed and final hook up may include extra charges and is my complete responsibility. All applicable taxes are not included in the contract amount unless otherwise indicated.

Payment Terms: **Down payment of 50% with the Balance due NET 15 Days from invoice date,** billed at substantial completion of project. Any alterations or deviation from above specifications involving extra cost will become an extra charge over and above the quoted price. Final payments not received per the contract are subject to a 1½% monthly interest charge.

Permits are not included in this contract and will be added to final invoice as they apply to actual cost & time to procure.

Included in this proposal are the costs agreed to by the parties, these costs have been calculated assuming that no unusual or unstable subsurface condition exists or are encountered during construction. Sign Effectz will contact and have all public utilities marked prior to excavation, but private lines and utilities are the responsibility of the customer to identify and notify Sign Effectz. If unusual or unstable soil conditions exist or are encountered, the cost of additional foundation work and material will be treated as an extra cost to be added to the above total. Customer agrees to pay for extra foundation work at the following rates: Materials at cost plus 15%; labor at the rate of \$25.00 per man per hour; soils engineering expert at the rate charged by the soils engineering expert. Customer agrees to be solely responsible for all costs related to unusual or unstable soils conditions even where those conditions have been previously disclosed to Sign Effectz. If the parties have agreed to incorporate or use an existing foundation, Customer agrees any costs incurred as a result of the inadequacy or failure of the existing foundation will be an extra which customer agrees to pay pursuant to the above rate schedule. Payment of all extra costs incurred under this paragraph is due at the time the extra work billed. Sign Effectz is not responsible for landscape removal, repair or damage caused by vehicles during work contracted by customer.

Tuesday, June 25, 2019

CUSTOMER NAME: Frederick Packaging Inc. – Action Graphics
DOLLAR AMOUNT: \$5,364.88 plus tax
QUOTE REFERENCE: 11947

Customer shall be solely responsible for all electric service, phone lines and service hook ups of electrical and phone. Payment of the contract price in full is due at substantial completion regardless of the status of the phone and electric utility service at the site.

Sign Effectz retains ownership of all sign materials until final payment is made. In the event the Customer does not make all payments required under this contract, at the times required, Customer agrees and hereby gives Sign Effectz permission to enter upon Customer's property to remove the sign at a time convenient to Sign Effectz Inc., and agrees that the deposit shall constitute liquidated damages to Sign Effectz, because the work is custom work, and the salvage value of the sign is minimal. Customer further agrees that any damage to the site incidental to the removal shall be borne by Customer.

Any terms in this contract / proposal which are inconsistent with the terms of a contract which this contract / proposal is incorporated into shall govern the inconsistent terms in the incorporating contract and the inconsistent terms of the incorporating contract shall be held for naught. If any of the terms of this contract / proposal are inconsistent with any other contract between parties, the terms of this contract shall govern and the inconsistent terms in the other contract shall be held for naught.

Unless otherwise stated in this proposal any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Any identical copy of this agreement shall be treated in all manners and respects as an original document and the signature of a party on an identical copy shall be considered an original signature.

Warranty:

Warranty* on Workmanship and labor is 1 year from significant completion date and will be null and void if there is evidence of the sign being tampered with or worked on by anyone else other than Sign Effectz Inc.

***Extended Warranties and service contracts are available; please talk to your Salesperson for details.**

Individual components and manufactured products included or incorporated in the sign may have extended

warranties. This warranty does not cover loss or damage due to accidents involving the product, acts of a criminal nature, other property disasters or acts of nature. This includes but is not limited to improper installation conditions, mishandling, misapplication, faulty wiring, electrical surges, unauthorized attachments or modifications and improper maintenance. Except for those warranties specifically and expressly set forth above, seller disclaims any and all warranties expressed, implied or statutory, including but not limited to, all warranties of merchantability and fitness for particular purpose.

This equipment has been tested and found to comply with the limits for class "A" digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates uses and can radiate radio frequency energy and, if not installed and used properly, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference. In this case, the user is required to correct interference at their expense.



1827 W Glendale Ave. Milwaukee WI 53209

CONTRACT

Tuesday, June 25, 2019

CUSTOMER NAME: Frederick Packaging Inc. -- Action Graphics
DOLLAR AMOUNT: \$5,364.88 plus tax
QUOTE REFERENCE: 11947

Contract Acceptance:

The listed prices specifications and conditions are satisfactory and are hereby accepted. Sign Effectz is hereby authorized to do work as specified. Payment will be made as outlined herein. My signature below indicates that I have read and understand the terms of this contract.

Contract Prices are Valid for 30 days from date of issuance.

Customer Signature _____ Date _____

Customer Name (Printed) _____

Sign Effectz Inc. Rep. _____ Date _____

Action Graphics

actiongraphicsink.com

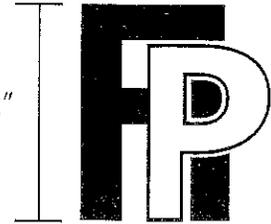


COMPANY NAME:	Frederick Pack
CONTACT NAME:	Mark Frederick
ADDRESS:	5175 N. 124th
EMAIL:	
PHONE:	

PROPOSED:

FRONT VIEW:

42"



37.75"

Fr
Pa



www.actiongraphicsink.com

REPRESENTATIVE: Raphael

DATE:

GRAPHIC DESIGNER: Deven

5/6/2019