



VILLAGE OF MOUNT HOREB

E. Main Street

Mount Horeb, WI 53572

Phone: (608) 437-6884 Fax: (608) 437-3190

Email: mhinfo@mounthorebwi.info Web: mounthorebwi.info

VILLAGE BOARD AGENDA **Wednesday, August 2, 2023 at 7:00 PM**

Municipal Building Board Room
138 E. Main Street
Mount Horeb, WI

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll call
- 4) Public Comments – non-agenda items
- 5) Consent Agenda
 - a. Consideration of July 5, 2023 Meeting Minutes
 - b. Consideration of Extraterritorial Certified Survey Map: Naujeck, 3200 STH 78
 - c. Approval of Jeff Hook appointment to the Police Commission
 - d. Consider Pay Request 4-FINAL for Contract 22-103
 - e. Consider Pay Request 4-FINAL for Contract 22-104
 - f. Consider Pay Request 4-FINAL for Contract 23-100
 - g. Consider Pay Request 3 for Contract 23-101
 - h. Consider Pay Request 1 for Contract 23-102
 - i. Consider Operator Licenses Reviewed by Public Safety Committee: Erickson, Samuel; Miranda-Lopez, Josue
 - j. Premise Extension for Alcohol License for Skal Public House
- 6) Agenda Items
 - a. Consideration of Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 Waterworks System Revenue Bonds, Series 2023 of the Village of Mount Horeb, Dane County, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds
 - b. Consideration: Award of Bid for Parking Study to MSA
 - c. Consideration: Design Plan for Grundahl Park
 - d. Consideration of Award of Bid for Refuse and Recycling Collection

- e. Discussion: Wisconsin Historical Society Certified Local Government Partnership Program
- f. Discussion on Fire District Budget
- 7) Committee Reports:
 - a. Community Development Authority
 - b. Dane County Cities & Villages Committee Report
 - c. Finance/Personnel
 - d. Library Board
 - e. Mount Horeb Area Chamber of Commerce
 - f. Mount Horeb Area Joint Fire Department
 - g. Parks, Recreation, and Forestry Commission
 - h. Plan Commission
 - i. Public Safety Committee
 - j. Public Works Committee
 - k. School Liaison
 - l. Sustainability and Natural Resources Committee
 - m. Tourism Commission
 - n. Utility Commission
- 8) Village President's report
- 9) Village Administrator's report
- 10) Village Clerk's report
- 11) Closed Session
 - a. Closed Session: Discussion/Consideration: Purchase of property for parkland. (Lukken Farm). The Village Board may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Village Board may reconvene in open session and discuss and take action on the subject matter discussed in closed session.
- 12) Meeting adjournment.

UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR INFORMATION OR TO REQUEST THIS SERVICE, CONTACT ALYSSA GAFFNEY, CLERK, AT 138 E MAIN STREET, MOUNT HOREB, WI (608) 437-9404.

**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
JULY 5, 2023**

The Village Board met in regular session in-person on the above date in the Board Room of the Mount Horeb Municipal Building.

Call to Order/Roll Call: Village President Ryan Czyzewski called the meeting to order at 7:00pm. The Pledge of Allegiance was recited. Present were Trustees Halverson, White, Schellpfeffer, and Scott. Gauger and Jones were absent. Also present were Administrator Nic Owen, Village Clerk Alyssa Gaffney, and Youth-In-Government student Ethan Fendrick.

Public Comments: None

Consent Agenda: Scott moved, White seconded to approve the minutes of the June 7, 2023 Village Board meeting. Motion carried by unanimous voice vote.

Czyzewski moved, Schellpfeffer seconded to move the Resolution for the Town of Springdale up to the next item to be discussed. Motion carried by unanimous voice vote.

Discussion/Consideration on Resolution in Support of Town of Springdale Levy Limit Exception: Owen explained this item. John Rosenbaum, Springdale Town Chair, spoke about the request. Fire/EMS Chief Jenny Minter spoke in support of the resolution. Scott moved, White seconded to approve the resolution. Motion carried by unanimous voice vote.

Recommendations: Residential Improvement Application for Jeanne Wright, 200 N 4th Street: Owen explained this item. Halverson moved, Scott seconded to approve the application. Motion carried by unanimous voice vote.

Consider Pay Request #2 for Project 23-101: Owen explained this item. Scott moved, Schellpfeffer seconded to approve the pay request. Motion carried by unanimous voice vote.

Consideration: Specific Implementation Plan, Academy of Little Vikings, 1991 Commerce Dr: Owen explained this item. Scott moved, White seconded to approve the Specific Implementation Plan. All aye, with the exception of Schellpfeffer who recused himself due to a conflict of interest. Motion carried.

Consideration: Specific Implementation Plan, Steve Brown Apartments Front Street Station, 120 W Front St: Owen explained this item. Dan Seely from Steve Brown Apartments was present and spoke about the project, and fielded questions from the board. The board members discussed and each gave their input and recommendations on the project. Scott moved, Halverson seconded to approve the plan as presented. All voted aye, with the exception of Schellpfeffer who voted nay. Motion carried by a 4-1 roll call vote.

Discussion/Consideration of Utility Easements related to Steve Brown Apartments Front Street Station project: Owen explained this item. Dan Seely from Steve Brown Apartments fielded questions from the board. Halverson moved, Schellpfeffer seconded to approve the amendment to the utility easement agreement and any related easement documents subject to final review and approval by the Village Administrator and the Village Attorney. Motion carried by unanimous voice vote.

Committee reports: All committee reports were given, with no action taken.

Village President's report: Czyzewski stated that he hoped everyone had a good Fourth of July. He was able to judge a Lego contest at the library this last month. He congratulated Ben Jones on his new baby, and also added that the state budget was signed today. He gave information on the assessment notices and that there will be Board of Review training for the members in a couple weeks.

Village Administrator's report: Owen did not have anything to report.

Village Clerk's report: Gaffney did not have anything to report.

Adjournment: Halverson moved, Schellpfeffer seconded to adjourn the meeting at 8:00pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 5.b

Consideration of Extraterritorial Certified Survey Map: Naujeck, 3200 STH 78

BACKGROUND

Comments from Village Engineer Rob Wright:

We have reviewed the CSM for the ET parcels. As they are requesting to parcel off the home from the larger parcel, we do not see an issue (the 2 acre Lot 3). From the narrative, the remaining lots 1,2, & 4 appear to be being sold to a single buyer. The north Lots are obviously being setup for future sale as residential lots based upon the access restrictions and easements and SFR re-zone. As these parcels front along STH78 – there could be potential development opportunities, however they have slopes in the 10% range at this location with only a higher flat area that runs along a ridge setback from the highway. The survey does not depict the entire ownership boundary of the Trust that extends north to CTH J – (approximately 280 acres) – but is depicted on the USDA Map, and falls within the Towns of Vermont and Blue Mounds.

This area is along a string of smaller parcels extending from the village limits/CTH S north out of town. The village has not identified this area in the 2022 comp plan as a potential future urban service area for village growth. We do not see an issue with recommendation of approval of the CSM.

RECOMMENDATION

The Plan Commission recommends approval.

ATTACHMENTS

1. ETJ CSM Naujeck

June 29, 2023

Nick Owen / Planning and Zoning

We own a family farm of 285 acres about a 1 ½ miles North of Mt. Horeb. My Dad (Walter Naujeck) passed away about 18 months ago and my sister and I are presently in the process of selling the farm.

As you can see on the USDA aerial map we have split the farm into 3 parcels. The portion of it that is in the Township of Blue Mounds is the parcel we have under contract to be bought. The other 2 parcels in the Township of Vermont we aren't doing anything with at this time except surveying them into their own separate parcels.

We have been working closely with The Township of Blue Mounds and Curt Winter through the rezoning process. Site visits have been done and we're scheduled for final approval at their Town meeting on July 12th. Lot 3 is the main house which we surveyed off with 2 acres from the rest of the property and we as a family will retain ownership. The rest of the property will be sold to the same buyer.

I have filled out the application and would like to be at the July 26th Zoning and Planning meeting to answer any questions you may have.

My contact information is listed below and if you have any questions don't hesitate to call.

Thank you,



Doug Naujeck
608-335-2506
dwnaujeck@gmail.com



VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572
Phone (608) 437-6884 Fax: (608) 437-3190

APPLICATION FOR A CERTIFIED SURVEY MAP

Date: 6-29-2023

Fee: \$500⁰⁰

TO: THE VILLAGE PRESIDENT AND VILLAGE BOARD
138 E Main Street
Mt Horeb WI 53572

The undersigned owner (agent) of the property herein described hereby requests you to consider approval of a certified survey map for the following described property:

(1) Location of property (include street address, outlot, subdivision) Approx. 1 1/2 miles north of Mt. Horeb on Hwy 78. 3200 State Rd 78, Mt. Horeb

(2) Owner and Address Walter Naujeck Survivor and Irma Naujeck Family
3200 State Rd 78
Mount Horeb, WI 53572 Trusts

(3) The survey contains 4 lots and 65 acres.

(4) The proposed zoning, if different, will be Lot 1, 2, 3 will be SFR Lot 4 Ag
Remnant parcel will be Ag

All the data required by Section 18.23 of the Subdivision Ordinance (has) (has not) been provided.

SIGNED: Doug Naujeck
(applicant)

Son
(applicant's interest in the property)

3200 State Rd 78
Mt. Horeb, WI 53572
(applicant's address)

Applicant's Phone: 608-335-2506

Referred to: _____ Date: _____ Approved: _____

Date of Village Board approval: _____

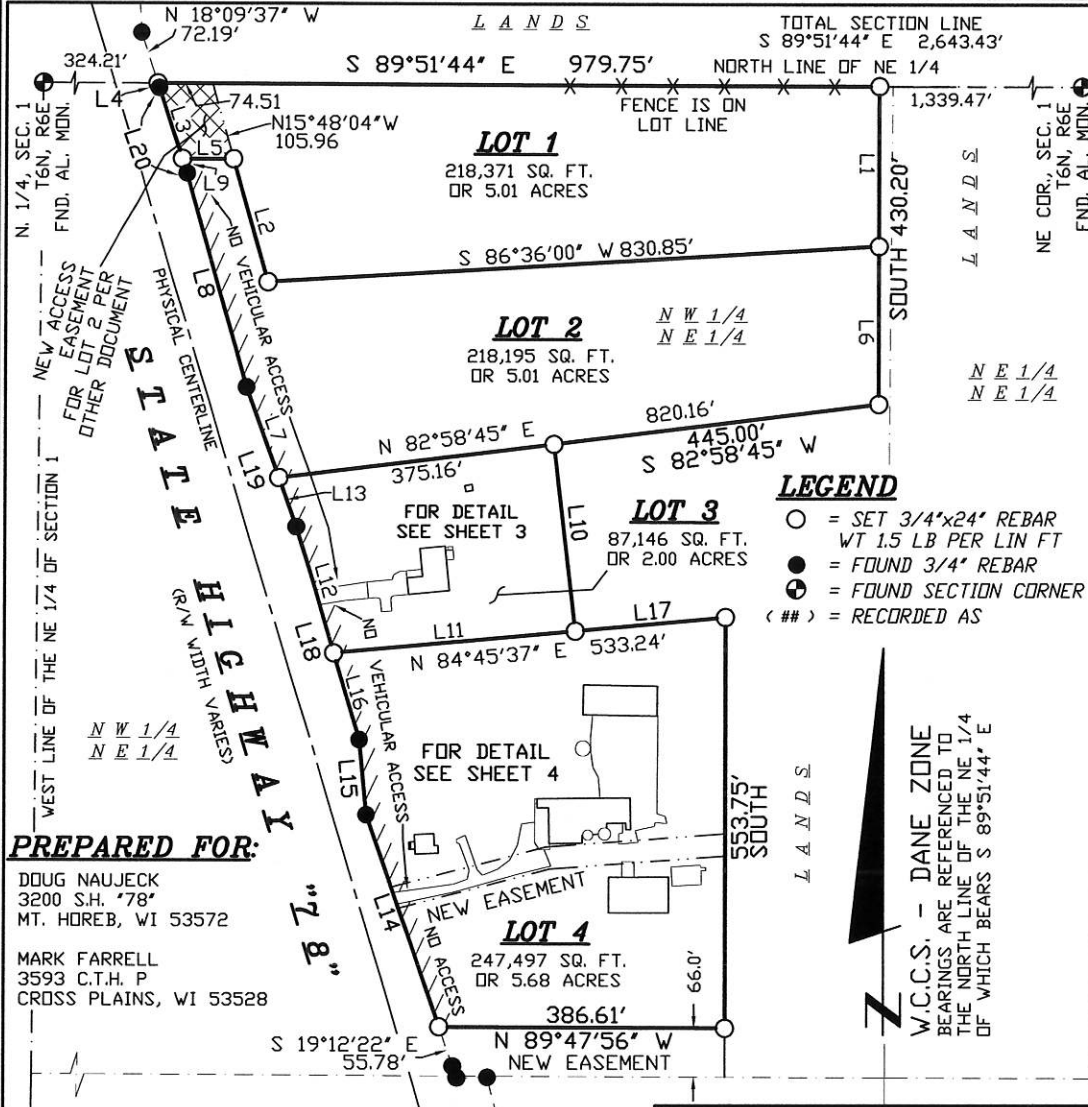


CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NW 1/4 of the NE 1/4 of Section 1, T6N, R6E,
Town of Blue Mounds, Dane County, Wisconsin.



PREPARED FOR:

DOUG NAUJECK
3200 S.H. '78'
MT. HOREB, WI 53572

MARK FARRELL
3593 C.T.H. P
CROSS PLAINS, WI 53528

NOTES ARE ON SHEET 5

LINE TABLE IS ON SHEET 5

SCALE 1" = 200'



DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 5

SURVEYORS SEAL

PRELIMINARY

23W-157



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NW 1/4 of the NE 1/4 of Section 1, T6N, R6E,
Town of Blue Mounds, Dane County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Noa T. Prieve, Professional Land Surveyor hereby certify that this survey is correct to the best of the professional surveyor's knowledge and belief and is in full compliance with the provisions of Chapter A-E 7 and Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Dane County, and by the direction of the owners listed below, I have surveyed, divided, and mapped a correct representation of the exterior boundaries of the land surveyed and the division of that land, being part of the NW 1/4 of the NE 1/4 of Section 1, T6N, R6E, Town of Blue Mounds, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 1; thence S 89°51'44" E along the north line of said Section 1, 324.21 feet to the easterly right of way of State Highway "78" and also the point of beginning.

Thence continue S 89°51'44" E along said north line, 979.75 feet; thence due South, 430.20 feet; thence S 82°58'45" W, 445.00 feet; thence S 06°44'12" E, 254.09 feet; thence N 84°45'37" E, 204.82 feet; thence due South, 553.75 feet; thence N 89°47'56" W, 386.61 feet to the said easterly right of way; thence along said easterly right of way for the next 7 courses; thence N 19°12'22" W, 302.22 feet; thence N 05°27'23" W, 101.99 feet; thence N 16°48'52" W, 299.97 feet; thence N 19°39'33" W, 200.22 feet; thence N 15°48'04" W, 300.18 feet; thence N 18°20'15" W, 121.62 feet; thence N 18°09'37" W, 6.38 feet to the point of beginning. The above described parcel contains 771,209 square feet or 17.70 acres.

Williamson Surveying and Associates, LLC
by Noa T. Prieve

Date _____

Noa T. Prieve S-2499
Professional Land Surveyor

OWNERS' CERTIFICATE:

As owner, I hereby certify that I caused the land described on this certified survey map to be surveyed, divided and mapped as represented on the certified survey map. I also certify that this certified survey map is required by the Town of Blue Mounds.

WITNESS the hand seal of said owners this _____ day of _____, 20____.

The Walter Naujeck Survivors Trust
Authorized Representative

STATE OF WISCONSIN)
DANE COUNTY)

Personally came before me this _____ day of _____, 20____ the above named

_____ to me known to be
the person who executed the foregoing
instrument and acknowledge the same.

_____ County, Wisconsin.

My commission expires _____

Notary Public

Print Name

Sheet 2 of 5

SURVEYORS SEAL

PRELIMINARY

23W-157

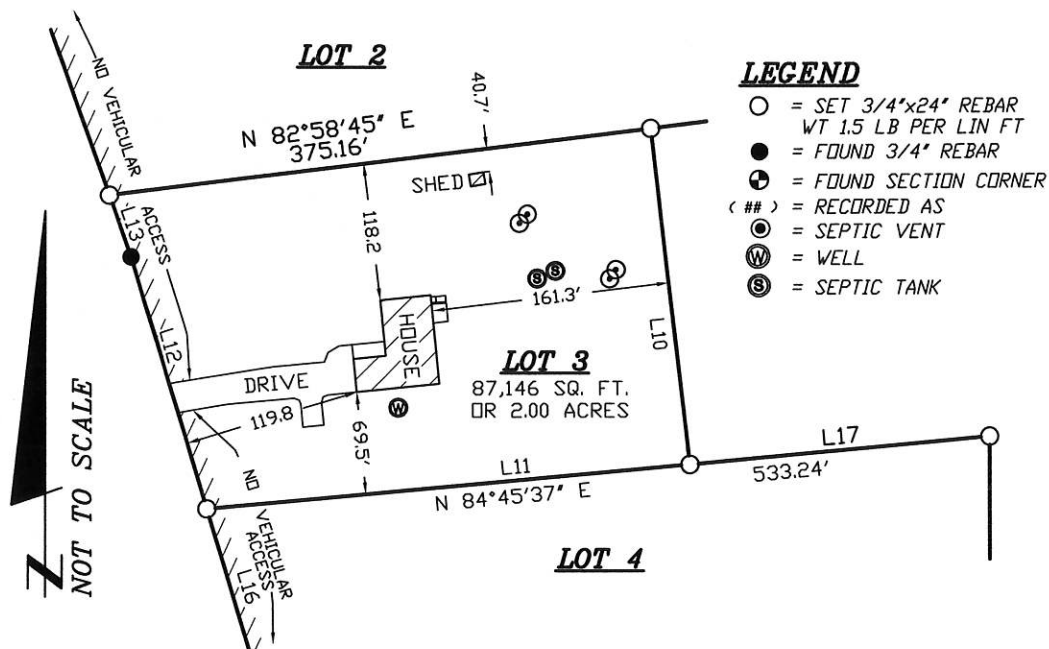


CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NW 1/4 of the NE 1/4 of Section 1, T6N, R6E,
Town of Blue Mounds, Dane County, Wisconsin.



OWNERS' CERTIFICATE:

As owner, I hereby certify that I caused the land described on this certified survey map to be surveyed, divided and mapped as represented on the certified survey map. I also certify that this certified survey map is required by the Town of Blue Mounds.

WITNESS the hand seal of said owners this _____ day of _____, 20____.

Irma Naujeck Family Trust
Authorized Representative

STATE OF WISCONSIN)
DANE COUNTY)

Personally came before me this _____ day of _____, 20____ the above named

_____ to me known to be
the person who executed the foregoing
instrument and acknowledge the same.

_____ County, Wisconsin.

My commission expires _____

Notary Public

Print Name

Sheet 3 of 5

SURVEYORS SEAL

PRELIMINARY

23W-157

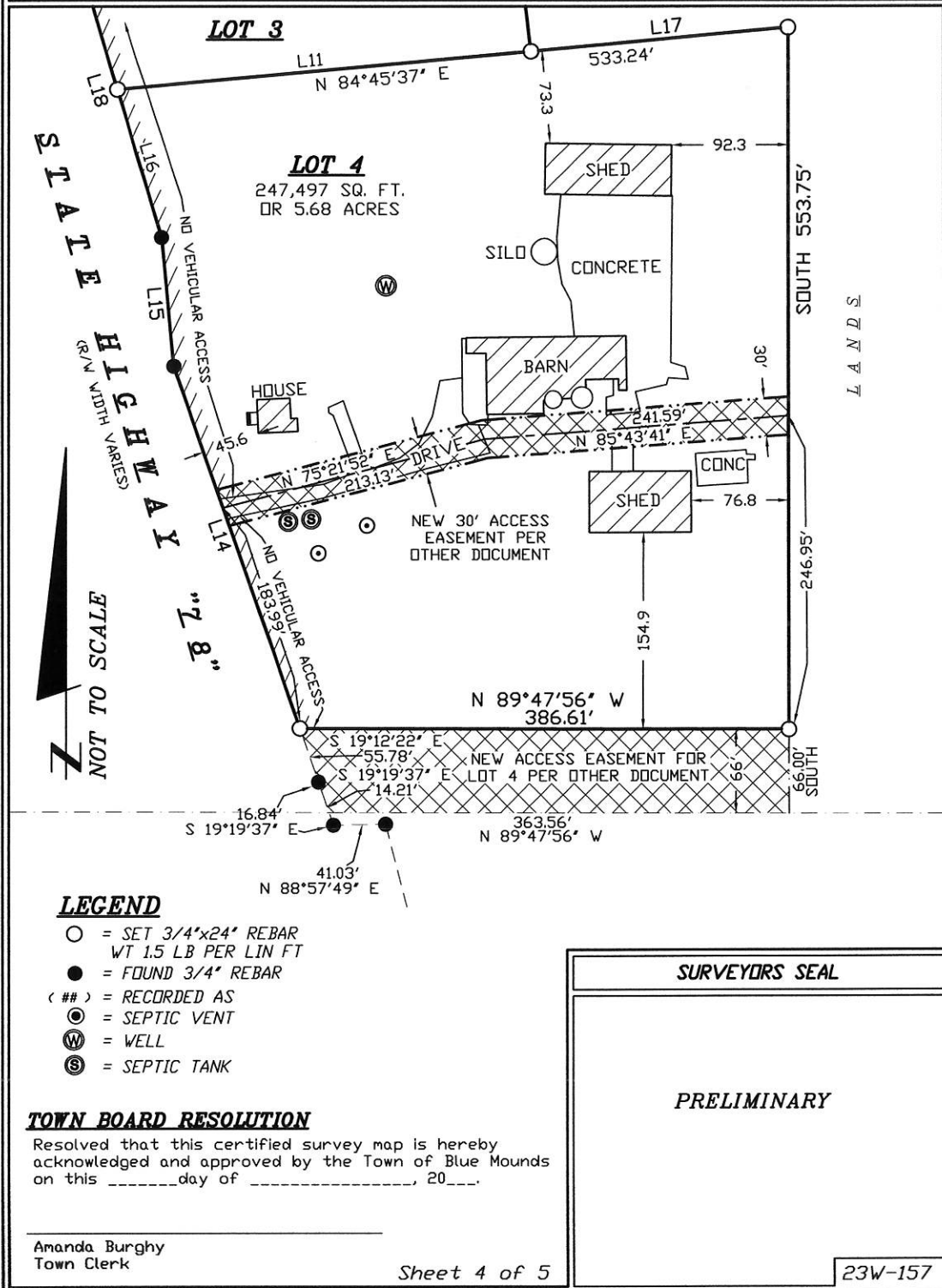


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Town of Blue Mounds, Dane County, Wisconsin.





CERTIFIED SURVEY MAP

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104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NW 1/4 of the NE 1/4 of Section 1, T6N, R6E,
Town of Blue Mounds, Dane County, Wisconsin.

NOTES:

- 1.) THIS SURVEY WAS PREPARED WITH A 60 YEAR REPORT DONE BY PREFERRED TITLE, FILE NO. 123030105, DATED MARCH 6, 2023.
- 2.) WETLANDS AND FLOOD PLAIN, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
- 3.) THIS PROPERTY IS SUBJECT TO AN EASEMENT TO WISCONSIN POWER AND LIGHT COMPANY RECORDED IN VOL. 243 OF MISC., PAGE 270 AS #826107; MODIFIED IN VOL. 13423 OF RECORDS, PAGE 68 AS #2167047.
- 4.) THIS PROPERTY IS SUBJECT TO A TELEPHONE BURIED PLANT RIGHT OF WAY EASEMENT RECORDED AS #2155782; MODIFIED BY #2167046.
- 5.) THIS PROPERTY IS SUBJECT TO A COVENANT RECORDED IN VOL. 4854 OF RECORDS, PAGE 1, AS #1797193.
- 6.) THIS PROPERTY IS SUBJECT TO A COVENANT RECORDED AS #3664176.
- 7.) ONLY ONE SECTION CORNER TIE WAS FOUND FOR THE NORTH 1/4 CORNER OF SECTION 1, SO A NEW SECTION CORNER TIE SHEET WILL BE MADE. FOR THE NE CORNER OF SECTION 1, ALL SECTION CORNER TIES WERE FOUND, CHECKED AND VERIFIED TO THE MOST RECENT SECTION CORNER TIE SHEET OF RECORD.

LINE TABLE

LINE #	BEARING	DISTANCE	RECORD
L1	SOUTH	216.56	
L2	N 15°48'04" W	172.58	
L3	N 18°20'15" W	101.03	
L4	N 18°09'37" W	6.38	
L5	S 89°51'44" E	69.59	
L6	SOUTH	213.64	
L7	N 19°39'33" W	130.04	
L8	N 15°48'04" W	300.18	(N 16°13'31" W) (300.04')
L9	N 18°20'15" W	20.59	
L10	S 06°44'12" E	254.09	
L11	S 84°45'37" W	328.42	
L12	N 16°48'52" W	178.00	
L13	N 19°39'33" W	70.17	
L14	N 19°12'22" W	302.22	(N 19°35'00" W)
L15	N 05°27'23" W	101.99	(N 05°52'15" W) (101.98')
L16	N 16°48'52" W	121.98	
L17	N 84°45'37" E	204.82	
L18	N 16°48'52" W	299.97	(N 17°10'50" W) (300.00')
L19	N 19°39'33" W	200.22	(N 20°02'34" W) (200.25')
L20	N 18°20'15" W	121.62	(N 18°36'47" W) (121.56')

REGISTER OF DEEDS:

Received for recording this ____ day of _____, 20____ at ____ o'clock ____M.
and recorded in Volume _____ of Dane
County Certified Surveys on pages _____
through _____.

Kristi Chlebowski
Register of Deeds

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

Sheet 5 of 5

SURVEYORS SEAL

PRELIMINARY

23W-157

Walter Naujeck Survivor and Irma Naujeck Family Trust
Doug Naujeck
3200 State Rd 78
Mount Horeb
Contact Info: 608-335-2506
dwonaujeck@gmail.com



United States
Department of
Agriculture

Dane County, Wisconsin

Entire Tract: IR / NI GR / FG unless
Name/Shares: otherwise
labeled



USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the pr accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinir

Ordinance No. Z 2023-3
(Walter Naujeck Survivor and Irma Naujeck Family Trusts)
Town of Blue Mounds

WHEREAS, The Town of Blue Mounds has given notice and set a time for hearing as provided by Wisconsin Statutes, for the purpose of considering the rezoning of certain land in the Town of Blue Mounds, Dane County, Wisconsin; and

WHEREAS, it appearing that at least ten (10) days notice has been given by publication in the official paper as a Class 2 Notice under Chapter 985 of the Wisconsin Statutes; and

WHEREAS, it appearing that a hearing has been had giving the opportunity to any person intended to be heard;

NOW, THEREFORE, the Town Board of the Town of Blue Mounds, Dane County, Wisconsin, do ordain as follows:

That Town Zoning Maps be amended so that the following parcel in the Town of Blue Mounds, Dane County, Wisconsin, be and are hereby deemed to be approved as rezoning of current Parcels # 0606-011-8000-7 and # 0606-011-8502-0 as follows and that the Zoning Map, Town of Blue Mounds, Dane County, Wisconsin, contain notations and references to this effect:

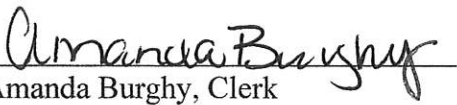
Combine parcels listed above and divide as defined on submitted preliminary CSM as follows:

CSM Lot 1	A-1(EX) (Legacy) to SFR	5.01 Acres
CSM Lot 2	A-1(EX) (Legacy) to SFR	5.01 Acres
CSM Lot 3	A-1(EX) (Legacy) to SFR	2.00 Acres
CSM Lot 4	A-1(EX) (Legacy) to AG	5.68 Acres
Remnant Parcel	A-1(EX) (Legacy) to AG	47.13 Acres

This Ordinance shall become effective upon passage and publication.


Dennis Jelle, Chairman

Dated 7/10/23


Amanda Burghy, Clerk

Dated 7/10/2023

Enc.: Preliminary CSM-Map "B"



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 5.c

Approval of Jeff Hook appointment to the Police Commission

BACKGROUND

Brenda Moore Fritz is resigning from the Police Commission. I am nominating Jeff Hook to complete the term (expires 5/1/2025). I think his experience will be a valuable asset to the Commission and the Village. Jeff is also serving a term on the Public Works Committee for us. Info is attached that includes his contact information and background.

Denise, can you please add *Approval of Jeff Hook to the Police Commission* to the Aug 2nd Village Board Consent agenda? If the Village Board approves, he can be rolled into the meetings. If denied, I'll nominate a new candidate in September.

per email from Ryan Czyzewski 7/21/23; ds

RECOMMENDATION

ATTACHMENTS

None

SMITHGROUP

July 26, 2023

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Pay Request No. 4 (final) – Contract 22-103, 2022 Water Main Rehabilitation

Dear Nic,

Enclosed is Payment Request No. 4 - FINAL from Rule Construction, Ltd. for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$63,292.65. A summary of the payment is listed below, and the detailed request has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$995,331.97
LESS WARRANTY	\$5,000.00
NET AMOUNT DUE	\$990,331.97
AMOUNT OF PREVIOUS PAYMENTS	\$927,039.32
AMOUNT DUE THIS APPLICATION	\$63,292.65

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Civil Engineer

cc: Rule Construction, Ltd. via Email

Contractor's Application for Payment No. 4-FINAL

Application Period: Dec 20, 2022 - July 25, 2023		Application Date: 7/25/2023	
To (Owner): Village of Mt. Horeb	From (Contractor): Rule Construction, Ltd.	Via (Engineer): SmithGroup	
Project: 2022 Watermain Rehabilitation - Park, Second, Third and Oak Streets	Contract: 22-103		
Owner's Contract No.: 22-103	Contractor's Project No.: 22-103	Engineer's Project No.: 22-103	

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$941,630.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	\$21,705.00
Change Order #1	\$21,705.00		3. Current Contract Price (Line 1 ± 2).....	\$	\$963,335.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$995,331.97
			5. RETAINAGE:		
			a. X Work Completed.	\$	\$5,000.00
			b. X Stored Material....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$5,000.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$990,331.97
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$927,039.22 927,039.32
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$63,292.75 63,292.65
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	-\$26,996.97
TOTALS	\$21,705.00				
NET CHANGE BY CHANGE ORDERS	\$21,705.00				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/25/23

Payment of: \$ 63,292.65 ~~\$63,292.75~~
(Line 8 or other - attach explanation of the other amount)

is recommended by: Heather R. Brode July 26, 2023
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 22-103								Application Number: 4-FINAL			
Application Period: Dec 20, 2022 - July 25, 2023								Application Date: 7/25/2023			
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
ROADWAY											
1	Install 30" Concrete Curb & Gutter. Includes placement and compaction of salvaged pulverized pavement base to 12" behind curb & gutter.	1390	LF	\$55.00	\$76,450.00	667	\$36,685.00		\$36,685.00	48.0%	\$39,765.00
2	Sawcut Butt Joint.	4050	LF	\$4.00	\$16,200.00	4050	\$16,200.00		\$16,200.00	100.0%	
3	Install 4" Deep Bituminous Pavement. (2-1/4" Binder, 1-3/4" Surface, Type LT)	1950	SY	\$37.00	\$72,150.00	3123.81	\$115,580.97		\$115,580.97	160.2%	-\$43,430.97
4	Drive Apron on 6" Deep Base Course.	570	SF	\$15.00	\$8,550.00	525	\$7,875.00		\$7,875.00	92.1%	\$675.00
5	Hydrant Curb Striping. (15 LF centered on hydrant, curb face and head, yellow)	135	LF	\$18.00	\$2,430.00	117	\$2,106.00		\$2,106.00	86.7%	\$324.00
6	Restoration	1	LS	\$34,000.00	\$34,000.00	1	\$34,000.00		\$34,000.00	100.0%	
7	Construction Staking and Layout	1	LS	\$16,000.00	\$16,000.00	1	\$16,000.00		\$16,000.00	100.0%	
8	Traffic Control	1	LS	\$9,500.00	\$9,500.00	1	\$9,500.00		\$9,500.00	100.0%	
9	Erosion Control	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
WATERMAIN											
10	8-inch Ductile Iron Water Main	2500	LF	\$125.00	\$312,500.00	2603.9	\$325,487.50		\$325,487.50	104.2%	-\$12,987.50
11	6-inch Ductile Iron Water Main	150	LF	\$125.00	\$18,750.00	112.2	\$14,025.00		\$14,025.00	74.8%	\$4,725.00
12	6-inch Gate Valve and Box (includes Gate Valve Adapter	4	EACH	\$3,200.00	\$12,800.00	2	\$6,400.00		\$6,400.00	50.0%	\$6,400.00
13	8-inch Gate Valve and Box (includes Gate Valve Adapter)	12	EACH	\$3,600.00	\$43,200.00	11	\$39,600.00		\$39,600.00	91.7%	\$3,600.00
14	Install New Fire Hydrant w/ Auxiliary Valve	9	EACH	\$7,900.00	\$71,100.00	9	\$71,100.00		\$71,100.00	100.0%	
15	Connection to Existing Main	11	EACH	\$4,500.00	\$49,500.00	11	\$49,500.00		\$49,500.00	100.0%	
16	Abandon Existing Water Main	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
17	Replacement of Water Service (including tap, corporation, box, curb stop and connections	34	EACH	\$1,800.00	\$61,200.00	41	\$73,800.00		\$73,800.00	120.6%	-\$12,600.00
18	Reconnection of Water Service (including tap, corporation and connections	15	EACH	\$1,600.00	\$24,000.00	12	\$19,200.00		\$19,200.00	80.0%	\$4,800.00
19	Type K Copper Water Service	900	LF	\$65.00	\$58,500.00	1050.5	\$68,282.50		\$68,282.50	116.7%	-\$9,782.50
20	Coordination with Private Plumbing Contractors (for reconnection to private lead services after copper replacement)	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
21	Underground Utility Exploration (as requested by Engineer)	1	EACH	\$1,200.00	\$1,200.00						\$1,200.00
22	Rock Excavation	1320	LF	\$30.00	\$39,600.00	1809.5	\$54,285.00		\$54,285.00	137.1%	-\$14,685.00
CO#1	Change Order #1	1	LS	\$21,705.00	\$21,705.00	1	\$21,705.00		\$21,705.00	100.0%	
	Totals				\$963,335.00		\$995,331.97		\$995,331.97	103.3%	-\$31,996.97

SMITHGROUP

July 26, 2023

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Pay Request No. 4 (final) – Contract 22-104, 2022 Water Main Rehabilitation

Dear Nic,

Enclosed is Payment Request No. 4 - FINAL from Rule Construction, Ltd. for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$67,387.42. A summary of the payment is listed below, and the detailed request has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$969,147.16
LESS WARRANTY	\$5,000.00
NET AMOUNT DUE	\$964,164.17
AMOUNT OF PREVIOUS PAYMENTS	\$896,759.74
AMOUNT DUE THIS APPLICATION	\$67,387.42

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Civil Engineer

cc: Rule Construction, Ltd. via Email

Contractor's Application for Payment No. 4-FINAL

Application Period: 12-20-22 to 7-25-23		Application Date: 7/25/2023	
To (Owner): Village of Mt. Horeb	From (Contractor): Rule Construction, Ltd.	Via (Engineer):	SmithGroup
Project: 2022 Watnain Rehabilitation - Alaska, Main, Sixth and Seventh Streets	Contract: 22-104		
Owner's Contract No.: 22-104	Contractor's Project No.: 22-104	Engineer's Project No.:	22-104

**Application For Payment
Change Order Summary**

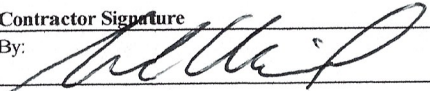
Approved Change Orders		
Number	Additions	Deductions
Change Order #1	\$32,943.50	
TOTALS	\$32,943.50	
NET CHANGE BY CHANGE ORDERS	\$32,943.50	

1. ORIGINAL CONTRACT PRICE.....	\$	\$874,772.00
2. Net change by Change Orders.....	\$	\$32,943.50
3. Current Contract Price (Line 1 ± 2).....	\$	\$907,715.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$969,147.16
5. RETAINAGE:		
a. X Work Completed.....	\$	\$5,000.00
b. X Stored Material....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$5,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$964,147.16
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$896,759.74
8. AMOUNT DUE THIS APPLICATION.....	\$	\$67,387.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	-\$56,431.66

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/25/2023

Payment of: \$ \$67,387.42
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Heather R. Brose July 26, 2023
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
 (Owner)

Approved by: _____ (Date)
 Funding or Financing Entity (if applicable)

Contractor's Application

Application Number: 4-FINAL

Application Date:	7/25/2023
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Totals

SMITHGROUP

July 26, 2023

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Pay Request No. 4 (Final) – Contract 23-100, 2023 Water Service Replacements

Dear Nic,

Enclosed is Payment Request No. 4 (Final) from Rule Construction, Ltd. for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$10,352.00. A summary of the payment is listed below, and the detailed request has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$507,463.40
LESS WARRANTY	\$5,000.00
NET AMOUNT DUE	\$502,463.40
AMOUNT OF PREVIOUS PAYMENTS	\$492,111.40
AMOUNT DUE THIS APPLICATION	\$10,352.00

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Associate | Civil Engineer

cc: Rule Construction, Ltd. via Email

Contractor's Application for Payment No.

4 - FINAL

Application Period: May 19, 2023 to July 25, 2023		Application Date: 7/25/2023	
To (Owner): Village of Mt. Horeb	From (Contractor): Rule Construction, Ltd.	Via (Engineer): SmithGroup	
Project: Mt. Horeb Water Service Replacements	Contract: 23-100		
Owner's Contract No.: 23-100	Contractor's Project No.: 23-100	Engineer's Project No.: 23-100	

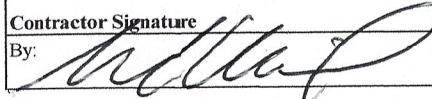
**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$525,920.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	\$525,920.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....		
				\$	\$507,463.40
			5. RETAINAGE:		
			a. _____ Work Completed.	\$	\$5,000.00
			b. X _____ Stored Material....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$5,000.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$502,463.40
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$492,111.40
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$10,352.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$23,456.60
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/25/2023

Payment of: \$ \$10,352.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Heather R. Brase July 26, 2023
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Contractor's Application

Application Number: 4 - FINAL

Application Date: 7/25/2023

Totals

SMITHGROUP

July 25, 2023

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Pay Request No. 3 – Contract 23-101, 2023 Street Improvements

Dear Nic,

Enclosed is Payment Request No. 3 from Rule Construction, Ltd. for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$282,319.97. A summary of the payment is listed below, and the detailed request has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$801,123.50
LESS RETAINAGE	\$33,568.00
NET AMOUNT DUE	\$767,555.51
AMOUNT OF PREVIOUS PAYMENTS	\$485,235.54
AMOUNT DUE THIS APPLICATION	\$282,319.97

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Associate | Civil Engineer

cc: Rule Construction, Ltd. via Email

Contractor's Application for Payment No. 3

Application Period: June 23, 2023 - July 21, 2023		Application Date: 7/21/2023	
To (Owner): Village of Mt. Horeb	From (Contractor): Rule Construction, Ltd.	Via (Engineer): SmithGroup	
Project: 2023 Street Improvements	Contract: 23-101		
Owner's Contract No.: 23-101	Contractor's Project No.: 23-101	Engineer's Project No.: 23-101	

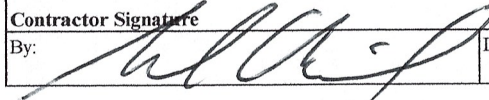
**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....		\$	\$1,342,719.85
Number	Additions	Deductions	2. Net change by Change Orders.....		\$	\$30,790.00
Change Order #1	\$23,415.00		3. Current Contract Price (Line 1 ± 2).....		\$	\$1,373,509.85
Change Order #2	\$7,375.00		4. TOTAL COMPLETED AND STORED TO DATE			
			(Column F total on Progress Estimates).....		\$	\$801,123.50
			5. RETAINAGE: 5% x 50% x \$1,342,719.85			
			a. 5% x 445,103.00	\$801,123.50 Work Completed.	\$	33,568.00 \$40,056.18
			b. X	Stored Material....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....		\$	33,568.00 \$40,056.18
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....		\$	767,555.51 \$761,067.33
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$	\$485,235.54
			8. AMOUNT DUE THIS APPLICATION.....		\$	282,319.97 \$275,831.79
			9. BALANCE TO FINISH, PLUS RETAINAGE			
			(Column G total on Progress Estimates + Line 5.c above).....		\$	605,954.34 \$615,142.32
TOTALS	\$30,790.00					
NET CHANGE BY CHANGE ORDERS	\$30,790.00					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/21/2023

Payment of: \$ 282,319.97 ~~\$275,831.79~~
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Heather R. Brose July 25, 2023
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work								Contractor's Application			
For (Contract): 23-101								Application Number: 3			
Application Period: June 23, 2023 - July 21, 2023								Application Date: 7/21/2023			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Unclassified Excavation - Including removal of all materials & Subgrade (for 4" asphalt and 12" aggregate base, all driveways and misc. removals) Excavation for utilities is not included in estimated unclassified excavation quantity and is incidental to the associated utility work & bid items.	1	LS	\$104,000.00	\$104,000.00	0.50	\$52,000.00		\$52,000.00	50.0%	\$52,000.00
2	Excavation below subgrade & place stone fill (undercut)	1240	CY	\$47.00	\$58,280.00	375.45	\$17,646.15		\$17,646.15	30.3%	\$40,633.85
3	Geotextile Fabric	500	SY	\$5.00	\$2,500.00	1126.40	\$5,632.00		\$5,632.00	225.3%	-\$3,132.00
4	Install Crushed Stone Base Course (12" Deep)	8260	SY	\$11.22	\$92,677.20	3000.00	\$33,660.00		\$33,660.00	36.3%	\$59,017.20
5	Finish Grade Base Course	19	STA	\$400.00	\$7,600.00	10.00	\$4,000.00		\$4,000.00	52.6%	\$3,600.00
6	Install 30" Concrete Curb & Gutter. (Includes 12" depth crushed stone base course to 12" behind curb & gutter)	3610	LF	\$20.15	\$72,741.50	2255.36	\$45,445.50		\$45,445.50	62.5%	\$27,296.00
7	Driveway Plating and Access During Curb Curing (undistributed)	4	EA	\$750.00	\$3,000.00	1.00	\$750.00		\$750.00	25.0%	\$2,250.00
8	Sawcut Butt Joint.	830	LF	\$2.00	\$1,660.00	84.00	\$168.00		\$168.00	10.1%	\$1,492.00
9	Install 4" Deep Bituminous Pavement (2-1/4" Binder, 1-3/4" Surface, Type LT)	8260	SY	\$17.20	\$142,072.00	4562.49	\$78,474.83		\$78,474.83	55.2%	\$63,597.17
10	Remove Existing Bituminous Drive Apron and Replace with 3" Thick Bituminous Drive Apron on 8" Deep Aggregate Base	160	SF	\$6.95	\$1,112.00	507.83	\$3,529.42		\$3,529.42	317.4%	-\$2,417.42
11	Remove Existing Concrete Apron and Replace with 6" Thick Concrete Drive Apron on 6" Deep Aggregate Base. (Includes decorative concrete)	935	SF	\$18.04	\$16,867.40	947.50	\$17,092.90		\$17,092.90	101.3%	-\$225.50
12	Hydrant Curb Striping (15 LF centered on hydrant, curb face and head, yellow)	105	LF	\$12.00	\$1,260.00						\$1,260.00
13	Special Waterway Curb. Includes placement and compaction of base	125	LF	\$61.33	\$7,666.25	66.70	\$4,090.71		\$4,090.71	53.4%	\$3,575.54
14	Restoration	1	LS	\$16,000.00	\$16,000.00	0.50	\$8,000.00		\$8,000.00	50.0%	\$8,000.00
15	Construction Staking and Layout	1	LS	\$12,000.00	\$12,000.00	0.50	\$6,000.00		\$6,000.00	50.0%	\$6,000.00
16	Traffic Control	1	LS	\$7,500.00	\$7,500.00	0.50	\$3,750.00		\$3,750.00	50.0%	\$3,750.00
17	Erosion Control	1	LS	\$8,000.00	\$8,000.00	0.50	\$4,000.00		\$4,000.00	50.0%	\$4,000.00
Sanitary Sewer											
18	Remove and Replace 8" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals)	1880	LF	\$111.50	\$209,620.00	1059.50	\$118,134.25		\$118,134.25	56.4%	\$91,485.75
19	Remove and Replace 10" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals)	25	LF	\$141.50	\$3,537.50						\$3,537.50
20	Remove and Replace 4" SDR 35 PVC Sanitary Laterals	560	LF	\$108.00	\$60,480.00	301.50	\$32,562.00		\$32,562.00	53.8%	\$27,918.00
21	Adjust Existing Sanitary Sewer Manhole Casting to finish grade. Provide new polyethylene adjusting rings and external chimney seal. Reuse existing astling unless otherwise noted.	9	EA	\$1,250.00	\$11,250.00	5.00	\$6,250.00		\$6,250.00	55.6%	\$5,000.00
22	Provide New Sanitary Sewer Manhole Casting. (Neenah R-1550-B with non-rocking lid) Installation and adjustment are included within Bid item 20	7	EA	\$1,500.00	\$10,500.00						\$10,500.00

Progress Estimate - Unit Price Work								Contractor's Application			
For (Contract): 23-101								Application Number: 3			
Application Period: June 23, 2023 - July 21, 2023								Application Date: 7/21/2023			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
23	Sanitary Sewer Spot Repair on Nordic Trail	1	LS	\$8,500.00	\$8,500.00	1.00	\$8,500.00		\$8,500.00	100.0%	
Water Main											
24	Installation of Owner-supplied 10" Ductile Iron Water Main	850	LF	\$90.00	\$76,500.00						\$76,500.00
25	Installation Owner-supplied 8" Ductile Iron Water Main	1150	LF	\$90.00	\$103,500.00	1048.13	\$94,331.70		\$94,331.70	91.1%	\$9,168.30
26	Installation of Owner-supplied 6" Ductile Iron Water Main	150	LF	\$103.00	\$15,450.00	74.45	\$7,668.35		\$7,668.35	49.6%	\$7,781.65
27	Installation of Owner-supplied 6" Gate Valve and Box (includes Gate Valve Adapter)	4	EA	\$150.00	\$600.00						\$600.00
28	Installation of Owner-supplied 8" Gate Valve and Box (includes Gate Valve Adapter)	4	EA	\$200.00	\$800.00	3.00	\$600.00		\$600.00	75.0%	\$200.00
29	Installation of Owner-supplied 10" Gate Valve and Box (includes Gate Valve Adapter)	2	EA	\$300.00	\$600.00						\$600.00
30	Installation of Owner-supplied Fire Hydrant with Auxiliary Valve	7	EA	\$1,500.00	\$10,500.00	3.00	\$4,500.00		\$4,500.00	42.9%	\$6,000.00
31	Installation of Owner-supplied 8" Tapping Tee and Gate Valve (included live tap)	2	EA	\$3,200.00	\$6,400.00	1.00	\$3,200.00		\$3,200.00	50.0%	\$3,200.00
32	Connection to Existing Main	6	EA	\$2,500.00	\$15,000.00	1.00	\$2,500.00		\$2,500.00	16.7%	\$12,500.00
33	Abandon Existing Water Main	1	LS	\$2,000.00	\$2,000.00	0.50	\$1,000.00		\$1,000.00	50.0%	\$1,000.00
34	Replacement of Water Service (including tap and connections) (Owner-supplied corporation, box, curb stop, and reducer)	23	EA	\$500.00	\$11,500.00	12.00	\$6,000.00		\$6,000.00	52.2%	\$5,500.00
35	Installation of Owner-supplied Type K Copper Water Service	625	LF	\$63.00	\$39,375.00	423.50	\$26,680.50		\$26,680.50	67.8%	\$12,694.50
36	Underground Utility Exploration	1	EA	\$1,000.00	\$1,000.00						\$1,000.00
37	Rock Excavation	500	LF	\$35.00	\$17,500.00						\$17,500.00
Storm Sewer											
38	15" ADS N-12 HDPE Pipe	21	LF	\$131.00	\$2,751.00	28.00	\$3,668.00		\$3,668.00	133.3%	-\$917.00
39	12" RCP	1226	LF	\$100.00	\$122,600.00	1167.00	\$116,700.00		\$116,700.00	95.2%	\$5,900.00
40	15" RCP	40	LF	\$142.00	\$5,680.00	40.00	\$5,680.00		\$5,680.00	100.0%	
41	2'x3' Type H Curb Inlet with casting and grate	7	EA	\$3,125.00	\$21,875.00	7.00	\$21,875.00		\$21,875.00	100.0%	
42	Manhole with casting and grate 48" Diameter	2	EA	\$4,850.00	\$9,700.00	2.00	\$9,700.00		\$9,700.00	100.0%	
43	Manhole with casting and grate 60" Diameter	1	EA	\$4,850.00	\$4,850.00	1.00	\$4,850.00		\$4,850.00	100.0%	
44	Concrete Flume and Storm Outfall at Hickory Street	1	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	
45	Oak Valley Dead End Stormwater Swale and STM-CB-108	1	LS	\$6,015.00	\$6,015.00	1.00	\$6,015.00		\$6,015.00	100.0%	
46	Beth Circle Stormwater Swale and STM-CB-202	1	LS	\$3,700.00	\$3,700.00	1.00	\$3,700.00		\$3,700.00	100.0%	
CO#1											
Change Order #1											
CB1-1	Installation Owner-supplied 8" Ductile Iron Water Main	130	LF	\$90.00	\$11,700.00	106.17	\$9,555.30		\$9,555.30	81.7%	\$2,144.70
CB1-2	Installation of Owner-supplied 6" Ductile Iron Water Main	5	LF	\$103.00	\$515.00	8.63	\$888.89		\$888.89	172.6%	-\$373.89
CB1-3	Installation of Owner-supplied 6" Tapping Tee and Gate Valve (included live tap)	1	EA	\$3,200.00	\$3,200.00						\$3,200.00
CB1-4	Reconnection of Water Service to 104 Oakridge	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00		\$1,500.00	100.0%	

Progress Estimate - Unit Price Work							Contractor's Application				
For (Contract): 23-101							Application Number: 3				
Application Period: June 23, 2023 - July 21, 2023							Application Date: 7/21/2023				
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
CB1-5	Plug Main at existing Valve in Oakridge Street	1	EA	\$1,000.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00	100.0%	
CB1-6	Remove existing watermain	60	LF	\$25.00	\$1,500.00	50.00	\$1,250.00		\$1,250.00	83.3%	\$250.00
CB1-7	Abandon existing Watermain in Place (fill w/Flowable Fill)	60	LF	\$25.00	\$1,500.00						\$1,500.00
CB1-8	Tree Removal and Restoration along Route	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	
CB1-9A	Installation of Owner supplied 8" Water Valve	1	EA	\$200.00	\$200.00	1.00	\$200.00		\$200.00	100.0%	
CB1-10A	Connect to existing Watermain	1	EA	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	
CO#2	Change Order #2										
CB2-1	Repair/Reconnect Sewer Lateral (104 Grove/115 Perry)	1	LS	\$7,375.00	\$7,375.00	1.00	\$7,375.00		\$7,375.00	100.0%	
	Totals				\$1,376,209.85		\$801,123.50		\$801,123.50	58.2%	\$575,086.35

SMITHGROUP

Client Village of Mount Horeb
 Project **Mount Horeb 2023 Street Improvements (CONTRACT 23-101)**
 Project # 14376.000
 Detail **Pay Request**
 Date 7/25/2023

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				Rule Construction, Ltd.		Rule Construction, Ltd.		Public Works		Water Utility		Wastewater Utility	
				BID		Pay App No. 3		Percentage of Pay App No. 3		Percentage of Pay App No. 3		Percentage of Pay App No. 3	
Item	Description	Quantity	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	% Share	Progress Payment Total	% Share	Progress Payment Total	% Share	Progress Payment Total
A	Roadway												
	1 Unclassified Excavation - Including Removal of all Materials & Subgrade (for 4" asphalt and 12" aggregate base, all driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity and is incidental to the associated Utility work & Bid items. (Complete in place)	1	LS	\$ 104,000.00	\$ 104,000.00	0.5	\$ 52,000.00	29%	\$ 15,039.01	71%	\$ 36,960.99		
	2 Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	1240	CY	\$ 47.00	\$ 58,280.00	375.45	\$ 17,646.15	10%	\$ 1,764.62	90%	\$ 15,881.54		
	3 Geotextile Fabric. (Complete in place)	500	SY	\$ 5.00	\$ 2,500.00	1126.4	\$ 5,632.00	10%	\$ 563.20	90%	\$ 5,068.80		
	4 Install Crushed Stone Base Course (12" Deep). (Complete in place)	8260	SY	\$ 11.22	\$ 92,677.20	3000	\$ 33,660.00	0%	\$ -	100%	\$ 33,660.00		
	5 Finish Grade Base Course. (Complete in place)	19	STA	\$ 400.00	\$ 7,600.00	10	\$ 4,000.00	100%	\$ 4,000.00	0%	\$ -		
	6 Install 30" Concrete Curb & Gutter. (Includes 12" depth crushed stone Base Course to 12" behind curb & gutter).(Complete in place)	3610	LF	\$ 20.15	\$ 72,741.50	2255.36	\$ 45,445.50	40%	\$ 18,178.20	60%	\$ 27,267.30		
	7 Driveway Plating and Access During Curb Curing	4	EA	\$ 750.00	\$ 3,000.00	1	\$ 750.00	0%	\$ -	100%	\$ 750.00		
	8 Sawcut Butt Joint. (Complete in place)	830	LF	\$ 2.00	\$ 1,660.00	84	\$ 168.00	0%	\$ -	100%	\$ 168.00		
	9 Install 4" Deep Bituminous Pavement. (2-1/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	8260	SY	\$ 17.20	\$ 142,072.00	4562.49	\$ 78,474.83	86%	\$ 67,264.14	14%	\$ 11,210.69		
	10 Remove Existing Bituminous Drive Apron and Replace with 3" Thick Bituminous Drive Apron on 8" Deep Aggregate Base. (Complete in place)	160	SF	\$ 6.95	\$ 1,112.00	507.83	\$ 3,529.42	40%	\$ 1,411.77	60%	\$ 2,117.65		
	11 Remove Existing Concrete Apron and Replace with 6" Thick Concrete Drive Apron on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	935	SF	\$ 18.04	\$ 16,867.40	947.5	\$ 17,092.90	40%	\$ 6,837.16	60%	\$ 10,255.74		
	12 Hydrant Curb Striping. (15 LF centered on hydrant, curb face and head, yellow) (Complete in place)	105	LF	\$ 12.00	\$ 1,260.00		\$ -	100%	\$ -	0%	\$ -		
	13 Special Waterway Curb. Includes placement and compaction of base. (Complete in place)	125	LF	\$ 61.33	\$ 7,666.25	66.7	\$ 4,090.71	100%	\$ 4,090.71	0%	\$ -		
	14 Restoration	1	LS	\$ 16,000.00	\$ 16,000.00	0.5	\$ 8,000.00	50%	\$ 4,000.00	50%	\$ 4,000.00		
	15 Construction Staking and Layout	1	LS	\$ 12,000.00	\$ 12,000.00	0.5	\$ 6,000.00	50%	\$ 3,000.00	50%	\$ 3,000.00		
	16 Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	0.5	\$ 3,750.00	50%	\$ 1,875.00	50%	\$ 1,875.00		
	17 Erosion Control	1	LS	\$ 8,000.00	\$ 8,000.00	0.5	\$ 4,000.00	50%	\$ 2,000.00	50%	\$ 2,000.00		
B	Sanitary Sewer												
	18 Remove and Replace 8" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals) (Complete in place)	1880	LF	\$ 111.50	\$ 209,620.00	1059.5	\$ 118,134.25	0%	\$ -			100%	\$ 118,134.25
	19 Remove and Replace 10" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals) (Complete in place)	25	LF	\$ 141.50	\$ 3,537.50		\$ -	0%	\$ -			100%	\$ -
	20 Remove and Replace 4" SDR 35 PVC Sanitary Laterals (Complete in place)	560	LF	\$ 108.00	\$ 60,480.00	301.5	\$ 32,562.00	0%	\$ -			100%	\$ 32,562.00
	21 Adjust Existing Sanitary Sewer Manhole Casting to finish grade. Provide new polyethylene adjustment rings and external chimney seal. Reuse existing casting unless otherwise noted. (Complete in place)	9	EACH	\$ 1,250.00	\$ 11,250.00	5	\$ 6,250.00	0%	\$ -			100%	\$ 6,250.00
	22 Provide New Sanitary Sewer Manhole Casting. (Neenah R-1550-B with non-rocking lid) Installation and adjustment are included within Bid Item 20	7	EACH	\$ 1,500.00	\$ 10,500.00		\$ -	0%	\$ -			100%	\$ -
	23 Sanitary Sewer Spot Repair on Nordic Trail (Complete in place)	1	LS	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00	0%	\$ -			100%	\$ 8,500.00

SMITHGROUP

Client Village of Mount Horeb
 Project **Mount Horeb 2023 Street Improvements (CONTRACT 23-101)**
 Project # 14376.000
 Detail **Pay Request**
 Date 7/25/2023

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				Rule Construction, Ltd.		Rule Construction, Ltd.		Public Works		Water Utility		Wastewater Utility	
				BID		Pay App No. 3		Percentage of Pay App No. 3		Percentage of Pay App No. 3		Percentage of Pay App No. 3	
Item	Description	Quantity	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	% Share	Progress Payment Total	% Share	Progress Payment Total	% Share	Progress Payment Total
C	Water Main												
24	Installation of Owner-supplied 10-inch Ductile Iron Water Main (Complete in place)	850	LF	\$ 90.00	\$ 76,500.00		\$ -	0%	\$ -	100%	\$ -		
25	Installation of Owner-supplied 8-inch Ductile Iron Water Main (Complete in place)	1150	LF	\$ 90.00	\$ 103,500.00	1048.13	\$ 94,331.70	0%	\$ -	100%	\$ 94,331.70		
26	Installation of Owner-supplied 6-inch Ductile Iron Water Main (Complete in place)	150	LF	\$ 103.00	\$ 15,450.00	74.45	\$ 7,668.35	0%	\$ -	100%	\$ 7,668.35		
27	Installation of Owner-supplied 6-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	4	EACH	\$ 150.00	\$ 600.00		\$ -	0%	\$ -	100%	\$ -		
28	Installation of Owner-supplied 8-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	4	EACH	\$ 200.00	\$ 800.00	3	\$ 600.00	0%	\$ -	100%	\$ 600.00		
29	Installation of Owner-supplied 10-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	2	EACH	\$ 300.00	\$ 600.00		\$ -	0%	\$ -	100%	\$ -		
30	Installation of Owner-supplied Fire Hydrant with Auxiliary Valve (Complete in Place)	7	EACH	\$ 1,500.00	\$ 10,500.00	3	\$ 4,500.00	0%	\$ -	100%	\$ 4,500.00		
31	Installation of Owner-supplied 8-inch Tapping Tee and Gate Valve (includes live tap) (Complete in place)	2	EACH	\$ 3,200.00	\$ 6,400.00	1	\$ 3,200.00	0%	\$ -	100%	\$ 3,200.00		
32	Connection to Existing Main (Complete in place)	6	EACH	\$ 2,500.00	\$ 15,000.00	1	\$ 2,500.00	0%	\$ -	100%	\$ 2,500.00		
33	Abandon Existing Water Main	1	LS	\$ 2,000.00	\$ 2,000.00	0.5	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00		
34	Replacement of Water Service (including tap and connections) (Owner-supplied corporation, box, curb stop, and reducer as required) (Complete in place)	23	EACH	\$ 500.00	\$ 11,500.00	12	\$ 6,000.00	0%	\$ -	100%	\$ 6,000.00		
35	Installation of Owner-supplied Type K Copper Water Service (Complete in place)	625	LF	\$ 63.00	\$ 39,375.00	423.5	\$ 26,680.50	0%	\$ -	100%	\$ 26,680.50		
36	Underground Utility Exploration (as requested by Engineer)	1	EACH	\$ 1,000.00	\$ 1,000.00		\$ -	0%	\$ -	100%	\$ -		
37	Rock Excavation	500	LF	\$ 35.00	\$ 17,500.00		\$ -	0%	\$ -	100%	\$ -		
D	Storm Sewer												
38	15-INCH ADS N-12 HDPE Pipe (Complete in place)	21	LF	\$ 131.00	\$ 2,751.00	28	\$ 3,668.00	100%	\$ 3,668.00	0%	\$ -		
39	12-INCH RCP (Complete in place)	1226	LF	\$ 100.00	\$ 122,600.00	1167	\$ 116,700.00	100%	\$ 116,700.00	0%	\$ -		
40	15-INCH RCP (Complete in place)	40	LF	\$ 142.00	\$ 5,680.00	40	\$ 5,680.00	100%	\$ 5,680.00	0%	\$ -		
41	2' x 3' Type H Curb Inlet with casting and grate (Complete in place)	7	EA	\$ 3,125.00	\$ 21,875.00	7	\$ 21,875.00	100%	\$ 21,875.00	0%	\$ -		
42	Manhole with casting and grate (48-INCH DIAMETER) (Complete in place)	2	EA	\$ 4,850.00	\$ 9,700.00	2	\$ 9,700.00	100%	\$ 9,700.00	0%	\$ -		
43	Manhole with casting and grate (60-INCH DIAMETER) (Complete in place)	1	EA	\$ 4,850.00	\$ 4,850.00	1	\$ 4,850.00	100%	\$ 4,850.00	0%	\$ -		
44	Concrete Flume and Storm Outfall at Hickory Street (Complete in place)	1	LS	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -		
45	Oak Valley Dead End Stormwater Swale and STM-CB-108 (Complete in place)	1	LS	\$ 6,015.00	\$ 6,015.00	1	\$ 6,015.00	100%	\$ 6,015.00	0%	\$ -		
46	Beth Circle Stormwater Swale and STM-CB-202 (Complete in place)	1	LS	\$ 3,700.00	\$ 3,700.00	1	\$ 3,700.00	100%	\$ 3,700.00	0%	\$ -		
Contract or Payment Total				\$ 1,342,719.85		\$ 774,354.31		\$ 308,211.80		\$300,696.26		\$165,446.25	
				Rule Construction, Ltd. BID		Rule Construction, Ltd. Pay App No. 3		Public Works Percentage of Pay App No. 3		Water Utility Percentage of Pay App No. 3		Wastewater Utility Percentage of Pay App No. 3	
Item	Description	Add Qty	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	% Share	Progress Payment Total	% Share	Progress Payment Total	% Share	Progress Payment Total
CB1	WATER MAIN CONNECTION												
CB1-1	Installation of Owner-supplied 8-inch Ductile Iron Water Main (Complete in place)	130	LF	\$ 90.00	\$ 11,700.00	106.17	\$ 9,555.30	0%	\$ -	100%	\$ 9,555.30		
CB1-2	Installation of Owner-supplied 6-inch Ductile Iron Water Main (Complete in place)	5	LF	\$ 103.00	\$ 515.00	8.63	\$ 888.89	0%	\$ -	100%	\$ 888.89		

SMITHGROUP

Client Village of Mount Horeb
 Project **Mount Horeb 2023 Street Improvements (CONTRACT 23-101)**
 Project # 14376.000
 Detail **Pay Request**
 Date 7/25/2023

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				Rule Construction, Ltd. BID		Rule Construction, Ltd. Pay App No. 3		Public Works Percentage of Pay App No. 3		Water Utility Percentage of Pay App No. 3		Wastewater Utility Percentage of Pay App No. 3	
Item	Description	Quantity	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	% Share	Progress Payment Total	% Share	Progress Payment Total	% Share	Progress Payment Total
CB1-3	Installation of Owner-supplied 6-inch Tapping Tee and Gate Valve (includes live tap) (Complete in place)	1	EACH	\$ 3,200.00	\$ 3,200.00		\$ -	0%	\$ -	100%	\$ -		
CB1-4	Reconnection of Water Service to 104 Oakridge Street	1	EACH	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00		
CB1-5	Plug main at existing valve in Oakridge Street with Owner-supplied plug and megalug	1	EACH	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00		
CB1-6	Remove existing water main	60	LF	\$ 25.00	\$ 1,500.00	50	\$ 1,250.00	0%	\$ -	100%	\$ 1,250.00		
CB1-7	Abandon existing water main in place; fill with flowable fill	60	LF	\$ 25.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ -		
CB1-8	Tree removal and restoration along water main from Oak Valley Rd to Oakridge Street	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0%	\$ -	100%	\$ 2,500.00		
CB1-9	Installation of Owner-supplied 8-inch Gate Valve	1	EACH	\$ 200.00	\$ 200.00	1	\$ 200.00	0%	\$ -	100%	\$ 200.00		
CB1-10	Connect to Existing Main (Complete in place)	1	EACH	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0%	\$ -	100%	\$ 2,500.00		
Change Order No. 1 Total				\$ 23,415.00		\$ 19,394.19		\$ -		\$ 19,394.19		\$ -	
NOTES: 1 Type K Copper, Saw cut, 4" Bituminous Pavement, and Concrete Curb quantity will also increase.								Public Works Percentage of Pay App No. 2		Water Utility Percentage of Pay App No. 2		Wastewater Utility Percentage of Pay App No. 2	
Item	Description	Add Qty	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	% Share	Progress Payment Total	% Share	Progress Payment Total	% Share	Progress Payment Total
CB2	FRONT STREET SANITARY REPAIR												
CB2-1	Repair/Reconnect Sewer Later at 104 Grove/115 Perry on Front St	1	LS	\$ 7,375.00	\$ 7,375.00	1	\$ 7,375.00	0%	\$ -		\$ -	100%	\$ 7,375.00
Change Order No. 2 Total				\$ 7,375.00		\$ 7,375.00		\$ -		\$ -		\$ 7,375.00	

Contract Price	\$ 1,342,719.85
Net Change by CO	\$ 30,790.00
Current Contract Price	\$ 1,373,509.85
Total Completed and Stored to Date	\$ 801,123.50
Retainage (5% of first 50%)	\$ 33,568.00
Amount Eligible to Date	\$ 767,555.51
Less Previous Payments	\$ 485,235.54
Amount Due this Application	\$ 282,319.97
Balance to Finish, plus retainage	\$ 605,954.34

SMITHGROUP

July 26, 2023

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Pay Request No. 1 – Contract 23-102, 2023 Alley Reconstruction

Dear Nic,

Enclosed is Payment Request No. 1 from S&L Underground, Inc., for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$235,538.03. A summary of the payment is listed below, and the detailed request and recommendation has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$241,958.86
LESS RETAINAGE	\$6,420.83
NET AMOUNT DUE	\$235,538.03
AMOUNT OF PREVIOUS PAYMENTS	-
AMOUNT DUE THIS APPLICATION	\$235,538.03

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Civil Engineer

cc: S&L Underground, Inc. via Email

REQUEST AND CERTIFICATE FOR PAYMENT

PROJECT: 2023 Alley Reconstruction

CITY CONTRACT NO.: 23-102

OWNER: Village of Mount Horeb
138 East Main Street
Mount Horeb, WI 53572

CONTRACTOR: S & L Underground, Inc.
P.O. Box 167
Lodi, WI 53555

REQUEST NO. 1

REQ. DATE: 7/25/23

CHANGE ORDER SUMMARY			
Previously Approved Change Orders:		Additions	Deductions
Current Change Orders:		Additions	Deductions
	Net Change by Change Orders:		\$0.00

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work completed under the contract referred to above have been applied to discharge in full, all obligations of CONTRACTOR incurred in connection with the work covered by prior applications for payment numbered _0_ through _1_ inclusive (none); and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

Request is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

The present status of the contract is as follows:

ORIGINAL CONTRACT SUM:..... \$256,833.06

NET CHANGE BY CHANGE ORDERS:..... \$0.00

CONTRACT SUM TO DATE:..... \$256,833.06

TOTAL COMPLETED TO DATE:..... \$288,085.30

RETAINAGE: (5% of work completed until 50% complete)..... \$0.00

TOTAL EARNED LESS RETAINAGE:..... \$288,085.30

LESS PREVIOUS CERTIFICATES FOR PAYMENT:..... \$0.00

CURRENT PAYMENT DUE:..... \$288,085.30

Submitted by Contractor: Matt Kundert

Date: 7/25/2023

Recommended by Engineer: See attached for detailed payment recommendation

Date: _____

Approved by Owner: _____

Date: _____

CONTINUATION SHEET

REQUEST AND CERTIFICATE FOR PAYMENT -CONTRACTOR'S SIGNED CERTIFICATE IS ATTACHED

PROJECT: 2023 Alley Reconstruction

CITY CONTRACT NO.: 23-102

OWNER: Village of Mount Horeb
138 East Main Street
Mount Horeb, WI 53572

CONTRACTOR: S & L Underground, Inc.
P.O. Box 167
Lodi, WI 53555

REQUEST NO. 1

REQ. DATE:

7/25/23

Item No. (A)	Description of Work (B)	Unit of Measure	Scheduled Quantity (C)	Unit Price (D)	Item Total (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E)		This Request (F)				
						Quantity	Amount	Quantity	Amount	Quantity	Amount	
BASE BID - Between Center Avenue & S. Fourth Street												
1	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 3.5" asphalt and 12" aggregate base, all sidewalks, driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity	LS	1	\$ 16,845.00	\$16,845.00		\$0.00	1	\$ 16,845.00	1	\$16,845.00	100.00%
2	Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	CY	240	\$ 56.00	\$13,440.00		\$0.00	612.6	\$ 34,305.60	612.6	\$34,305.60	255.25%
3	Geotextile Fabric. (Complete in Place)	SY	330	\$ 2.30	\$759.00		\$0.00	944.6	\$ 2,172.58	944.6	\$2,172.58	286.24%
4	Install Crushed Stone Base Course (12" Deep). (Complete in place)	SY	1630	\$ 12.80	\$20,864.00		\$0.00	1837	\$ 23,513.60	1837	\$23,513.60	112.70%
5	Finish Grade Base Course. (Complete in place)	STA	9	\$ 560.00	\$5,040.00		\$0.00	9	\$ 5,040.00	9	\$5,040.00	100.00%
6	Sawcut Butt Joint. (Complete in place)	LF	520	\$ 2.00	\$1,040.00		\$0.00	520	\$ 1,040.00	520	\$1,040.00	100.00%
7	Install 30" Concrete Curb & Gutter. Includes placement and compaction of salvaged pulverized pavement base to 12" behind curb & gutter. (Complete in place)	LF	50	\$ 50.50	\$2,525.00		\$0.00	77.5	\$ 3,913.75	77.5	\$3,913.75	155.00%
8	Install 3.5" Deep Bituminous Pavement. (1-3/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	SY	1510	\$ 19.70	\$29,747.00		\$0.00	1660	\$ 32,702.00	1660	\$32,702.00	109.93%
9	Remove Existing Concrete Driveway/Apron and Replace with 6" Thick Concrete Pavement on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	SF	1270	\$ 13.60	\$17,272.00		\$0.00	1823	\$ 24,792.80	1823	\$24,792.80	143.54%
10	Remove Existing Concrete Sidewalk and Replace with 5" Thick Concrete Pavement on 4" Deep Base Course. (Complete in place)	SF	435	\$ 12.40	\$5,394.00		\$0.00	404	\$ 5,009.60	404	\$5,009.60	92.87%
11	Restoration	LS	1	\$ 11,361.00	\$11,361.00		\$0.00		\$ -	0	\$0.00	0.00%
12	Construction Staking and Layout	LS	1	\$ 1,640.00	\$1,640.00		\$0.00	1	\$ 1,640.00	1	\$1,640.00	100.00%
13	Traffic Control	LS	1	\$ 3,325.00	\$3,325.00		\$0.00	1	\$ 3,325.00	1	\$3,325.00	100.00%
14	Erosion Control	LS	1	\$ 1,260.00	\$1,260.00		\$0.00	1	\$ 1,260.00	1	\$1,260.00	100.00%
BASE BID - Between N. Grove Street & N. Second Street												
15	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 3.5" asphalt and 12" aggregate base, all sidewalks, driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity	LS	1	\$ 13,107.00	\$13,107.00		\$0.00	1	\$ 13,107.00	1	\$13,107.00	100.00%
16	Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	CY	200	\$ 56.00	\$11,200.00		\$0.00	268.9	\$ 15,058.40	268.9	\$15,058.40	134.45%
17	Geotextile Fabric. (Complete in Place)	SY	270	\$ 2.30	\$621.00		\$0.00	673.9	\$ 1,549.97	673.9	\$1,549.97	249.59%
18	Install Crushed Stone Base Course (12" Deep). (Complete in place)	SY	1350	\$ 12.80	\$17,280.00		\$0.00	1377.7	\$ 17,634.56	1377.7	\$17,634.56	102.05%
19	Finish Grade Base Course. (Complete in place)	STA	8	\$ 560.00	\$4,480.00		\$0.00	8	\$ 4,480.00	8	\$4,480.00	100.00%
20	Sawcut Butt Joint. (Complete in place)	LF	720	\$ 2.00	\$1,440.00		\$0.00	720	\$ 1,440.00	720	\$1,440.00	100.00%
21	Install 3.5" Deep Bituminous Pavement. (1-3/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	SY	1260	\$ 19.70	\$24,822.00		\$0.00	1430	\$ 28,171.00	1430	\$28,171.00	113.49%
22	Remove Existing Concrete Driveway/Apron and Replace with 6" Thick Concrete Pavement on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	SF	280	\$ 13.60	\$3,808.00		\$0.00	279	\$ 3,794.40	279	\$3,794.40	99.64%

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Client Village of Mount Horeb
Project **Mount Horeb 2023 ALLEY RECONSTRUCTION (CONTRACT 23-102)**
Project # 14376.000
Detail **Pay Requests**
Date 7/26/2023

				S&L Underground, Inc.		S&L Underground, Inc.		S&L Underground, Inc.	
				BID		Pay App No.1 - as submitted		Pay App No.1 - recommended	
Item	Description	Quantity	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	Est'd Qty Installed	Value of Installed Work
A BASE BID - BETWEEN CENTER AVE & S FOURTH ST									
1	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 3.5" asphalt and 12" aggregate base, all sidewalks, driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity and is incidental to the associated Utility work & Bid items. (Complete in place)	1	LS	\$ 16,845.00	\$ 16,845.00	1	\$ 16,845.00	1	\$ 16,845.00
2	Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	240	CY	\$ 56.00	\$ 13,440.00	612.6	\$ 34,305.60	240	\$ 13,440.00
3	Geotextile Fabric. (Complete in Place)	330	SY	\$ 2.30	\$ 759.00	944.6	\$ 2,172.58	330	\$ 759.00
4	Install Crushed Stone Base Course (12" Deep). (Complete in place)	1630	SY	\$ 12.80	\$ 20,864.00	1837	\$ 23,513.60	1630	\$ 20,864.00
5	Finish Grade Base Course. (Complete in place)	9	STA	\$ 560.00	\$ 5,040.00	9	\$ 5,040.00	9	\$ 5,040.00
6	Sawcut Butt Joint. (Complete in place)	520	LF	\$ 2.00	\$ 1,040.00	520	\$ 1,040.00	520	\$ 1,040.00
7	Install 30" Concrete Curb & Gutter. Includes placement and compaction of salvaged pulverized pavement base to 12" behind curb & gutter. (Complete in place)	50	LF	\$ 50.50	\$ 2,525.00	77.5	\$ 3,913.75	50	\$ 2,525.00
8	Install 3.5" Deep Bituminous Pavement. (1-3/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	1510	SY	\$ 19.70	\$ 29,747.00	1660	\$ 32,702.00	1510	\$ 29,747.00
9	Remove Existing Concrete Driveway/Apron and Replace with 6" Thick Concrete Pavement on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	1270	SF	\$ 13.60	\$ 17,272.00	1823	\$ 24,792.80	1270	\$ 17,272.00
10	Remove Existing Concrete Sidewalk and Replace with 5" Thick Concrete Pavement on 4" Deep Base Course. (Complete in place)	435	SF	\$ 12.40	\$ 5,394.00	404	\$ 5,009.60	404	\$ 5,009.60
11	Restoration	1	LS	\$ 11,361.00	\$ 11,361.00	0	\$ -	0	\$ -
12	Construction Staking and Layout	1	LS	\$ 1,640.00	\$ 1,640.00	1	\$ 1,640.00	1	\$ 1,640.00
13	Traffic Control	1	LS	\$ 3,325.00	\$ 3,325.00	1	\$ 3,325.00	1	\$ 3,325.00
14	Erosion Control	1	LS	\$ 1,260.00	\$ 1,260.00	1	\$ 1,260.00	1	\$ 1,260.00
B BASE BID - BETWEEN N GROVE ST & N SECOND ST									
15	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 3.5" asphalt and 12" aggregate base, all sidewalks, driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity and is incidental to the associated Utility work & Bid items. (Complete in place)	1	LS	\$ 13,107.00	\$ 13,107.00	1	\$ 13,107.00	1	\$ 13,107.00
16	Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	200	CY	\$ 56.00	\$ 11,200.00	268.9	\$ 15,058.40	200	\$ 11,200.00
17	Geotextile Fabric. (Complete in Place)	270	SY	\$ 2.30	\$ 621.00	673.9	\$ 1,549.97	270	\$ 621.00
18	Install Crushed Stone Base Course (12" Deep). (Complete in place)	1350	SY	\$ 12.80	\$ 17,280.00	1377.7	\$ 17,634.56	1350	\$ 17,280.00
19	Finish Grade Base Course. (Complete in place)	8	STA	\$ 560.00	\$ 4,480.00	8	\$ 4,480.00	8	\$ 4,480.00
20	Sawcut Butt Joint. (Complete in place)	720	LF	\$ 2.00	\$ 1,440.00	720	\$ 1,440.00	720	\$ 1,440.00
21	Install 3.5" Deep Bituminous Pavement. (1-3/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	1260	SY	\$ 19.70	\$ 24,822.00	1430	\$ 28,171.00	1260	\$ 24,822.00
22	Remove Existing Concrete Driveway/Apron and Replace with 6" Thick Concrete Pavement on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	280	SF	\$ 13.60	\$ 3,808.00	279	\$ 3,794.40	279	\$ 3,794.40
23	Remove Existing Concrete Sidewalk and Replace with 5" Thick Concrete Pavement on 4" Deep Base Course. (Complete in place)	0	SF	\$ 0.01	\$ -	0	\$ -	0	\$ -
24	Restoration	1	LS	\$ 7,525.00	\$ 7,525.00	0	\$ -	1	\$ 7,525.00
25	Construction Staking and Layout	1	LS	\$ 1,310.00	\$ 1,310.00	1	\$ 1,310.00	1	\$ 1,310.00
26	Traffic Control	1	LS	\$ 2,895.00	\$ 2,895.00	1	\$ 2,895.00	1	\$ 2,895.00
27	Erosion Control	1	LS	\$ 348.58	\$ 348.58	1	\$ 348.58	1	\$ 348.58

SMITHGROUP

Client Village of Mount Horeb
 Project **Mount Horeb 2023 ALLEY RECONSTRUCTION (CONTRACT 23-102)**
 Project # 14376.000
 Detail **Pay Requests**
 Date 7/26/2023

www.smithgroup.com

				S&L Underground, Inc. BID		S&L Underground, Inc. Pay App No. 1 - as submitted		S&L Underground, Inc. Pay App No. 1 - recommended	
Item	Description	Quantity	Unit	Unit Cost	Item Total	Est'd Qty Installed	Value of Installed Work	Est'd Qty Installed	Value of Installed Work
C	BID ALTERNATE NO. 1 - BETWEEN S FOURTH ST & S FIFTH ST								
28	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 3.5" asphalt and 12" aggregate base, all sidewalks, driveways, and miscellaneous removals). Excavation for Utilities is not included in estimated Unclassified Excavation quantity and is incidental to the associated Utility work & Bid items. (Complete in place)	1	LS	\$ 5,550.00	\$ 5,550.00	1	\$ 5,550.00	1	\$ 5,550.00
29	Excavation Below Subgrade & Place Stone Fill (Undercut) (Complete in place)	70	CY	\$ 56.00	\$ 3,920.00	150.3	\$ 8,416.80	70	\$ 3,920.00
30	Geotextile Fabric. (Complete in Place)	100	SY	\$ 2.30	\$ 230.00	386.6	\$ 889.18	100	\$ 230.00
31	Install Crushed Stone Base Course (12" Deep). (Complete in place)	460	SY	\$ 12.80	\$ 5,888.00	451	\$ 5,772.80	451	\$ 5,772.80
32	Finish Grade Base Course. (Complete in place)	3	STA	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	3	\$ 1,500.00
33	Sawcut Butt Joint. (Complete in place)	140	LF	\$ 2.00	\$ 280.00	140	\$ 280.00	140	\$ 280.00
34	Install 3.5" Deep Bituminous Pavement. (1-3/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	430	SY	\$ 20.20	\$ 8,686.00	475	\$ 9,595.00	430	\$ 8,686.00
35	Remove Existing Concrete Driveway/Apron and Replace with 6" Thick Concrete Pavement on 6" Deep Aggregate Base. (includes decorative concrete) (Complete in place)	220	SF	\$ 13.60	\$ 2,992.00	356	\$ 4,841.60	220	\$ 2,992.00
36	Remove Existing Concrete Sidewalk and Replace with 5" Thick Concrete Pavement on 4" Deep Base Course. (Complete in place)	65	SF	\$ 12.40	\$ 806.00	101.5	\$ 1,258.60	65	\$ 806.00
37	Restoration	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$ -	0	\$ -
38	Construction Staking and Layout	1	LS	\$ 1,040.00	\$ 1,040.00	1	\$ 1,040.00	1	\$ 1,040.00
39	Traffic Control	1	LS	\$ 2,895.36	\$ 2,895.36	1	\$ 2,895.36	1	\$ 2,895.36
40	Erosion Control	1	LS	\$ 697.12	\$ 697.12	1	\$ 697.12	1	\$ 697.12
Contract or Payment Total				\$ 256,833.06		\$ 288,085.30		\$ 241,958.86	
				S&L Underground, Inc. BID		S&L Underground, Inc. Pay App No. 1 - as submitted		S&L Underground, Inc. Pay App No. 1 - recommended	
						Approving the lower of plan qty or submitted qty			
						Contract Price	\$ 256,833.06	\$ 256,833.06	
						Net Change by CO	\$ -	\$ -	
						Current Contract Price	\$ 256,833.06	\$ 256,833.06	
						Total Completed and Stored to Date	\$ 288,085.30	\$ 241,958.86	
						Retainage (5% of first 50%)	\$ 6,420.83	\$ 6,420.83	
						Amount Eligible to Date	\$ 281,664.47	\$ 235,538.03	
						Less Previous Payments	\$ -	\$ -	
						Amount Due this Application	\$ 281,664.47	\$ 235,538.03	
						Balance to Finish, plus retainage	\$ (24,831.41)	\$ 21,295.03	



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 5.i

Consider Operator Licenses Reviewed by Public Safety Committee: Erickson, Samuel; Miranda-Lopez, Josue

BACKGROUND

Chief Vierck requested the Public Safety Committee review of these applications due to items listed on the application. The Public Safety Committee is recommending approval of both applications.

RECOMMENDATION

ATTACHMENTS

1. OPERATOR LICENSES-REVIEWED BY PUB SAFETY COMM



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY**AGENDA ITEM # 5.j**

Premise Extension for Alcohol License for Skal Public House

BACKGROUND**RECOMMENDATION****ATTACHMENTS**

1. Updated Lease
2. Insurance
3. Screenshot_20230731_083437_Chrome

termination of this Agreement. Furthermore, any leasehold improvements shall

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be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

If the Tenant makes any improvements to the Premises, the Tenant shall be responsible for any costs associated, except the following:

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Nothing in this Agreement shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee, or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the lien removed, the Landlord shall take steps to remove the lien, and the Tenant shall pay Landlord for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

XI. DEFAULT AND POSSESSION. In the event that the Tenant shall fail to pay said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under this Agreement. It is further agreed that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property.

Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's,

at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's

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Landlord's Initials

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Tenant's Initials

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property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XII. LICENSES AND PERMITS. A copy of all local, state, or federal permits acquired by the Tenant which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

XIII. OBLIGATIONS OF TENANT. The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and

repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any

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Landlord's Initials KL Tenant's Initials BL Page 7

federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises.

Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

XIV. INSURANCE. In the event the Tenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional Rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XV. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XVI. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XVII. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may

arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody, and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the

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Landlord's Initials KL Tenant's Initials BL Page 8

subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the Term.

XVIII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom, and the Tenant shall have no further claim thereon.

XIX. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Landlord under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as the Tenant shall not be in default under the terms of this Agreement. Tenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Agreement.

XX. MISCELLANEOUS TERMS.

a.) Usage by Tenant. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be. Outside food will only be permitted on promise when Owner is not operating.

Tenant will place orange barrels next to each pergola structure post. If any damage is done to structure, the person causing damage will be require to make payment to Skal, LLC for repairs.



Landlord's Initials KL Tenant's Initials BL Page 9

taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

b.) Signs. Tenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the local municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform, reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets. Dogs will be allowed on this property, but are the responsibility of their owners.

d.) Condition of Premises/Inspection by Tenant. The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

e.) Right of Entry. It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the

building or equipment as may be required of the Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XXI. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm, or corporation specified by Landlord, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists



Landlord's Initials

[Handwritten signature]

Tenant's Initials

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any default by Landlord under this Agreement and, if so, specifying each such default.

XXII. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXIII. WAIVER. Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

XXIV. GOVERNING LAW. This Agreement shall be governed by the laws of the State of _____.

XXV. NOTICES. Payments and notices shall be addressed to the following:

Landlord

Name: Artemis Provisions, Address:
213 E. Main St., WI 53572
Phone: _____
E-Mail: _____

Tenant

Name: Skal, LLC
Address: 4036 Twin Ct., Ridgeway, WI 53582 _____
Phone: 608-574-1132 _____
E-Mail: bladow93@gmail.com

XXVI. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the

original.

XXVII. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

XXVIII. ADDITIONAL TERMS & CONDITIONS.



Landlord's Initials KL Tenant's Initials _____ Page 11

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: [Signature] Date: 9/27/23
Print Name: Kristy Cabonne

Tenant's Signature: [Signature]
Date: 7/25/2023
Print Name: Brian LaDow



SKALLLC-01

TBLACK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRICOR, LLC - Darlington 320 Main Street Darlington, WI 53530	CONTACT NAME: PHONE (A/C, No, Ext): (608) 776-4025 FAX (A/C, No): (608) 723-6440 E-MAIL ADDRESS: service@tricorinsurance.com
INSURED Skal LLC dba Skal Public House Brian & Kimberly Ladow 4036 Twin Court Ridgeway, WI 53582	INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15261

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BP18011189	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC18011193	9/14/2022	9/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Liability has been extended to the location of 213-215 E. Main Street, Mt. Horeb, WI 53572 for an area of 4500 square feet for an open patio.

CERTIFICATE HOLDER

CANCELLATION

Village of Mt. Horeb
138 E. Main Street
Mount Horeb, WI 53572

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Parcel Maps



DCiMap

Google Map

Bing Map

Tax Information ?

E-Statement

E-Bill

E-Receipt

Pay Taxes Online



< Newer

Older >





AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 6.a

Consideration of Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 Waterworks System Revenue Bonds, Series 2023 of the Village of Mount Horeb, Dane County, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds

BACKGROUND

The Utility Commission has reviewed the plan for restoring the utility cash with the bond issuance to refund prior project expenses associated with street work and the lead line replacement and are recommending proceeding with the issuance. We have also included funds to cover \$438,030 for the anticipated 2024 water main replacement in the 5-year Capital Improvement Project. Previously, we had discussed funding a \$1.5 million water project in the Nesheim neighborhood, but that project has been delayed to 2025 and staff will apply for grants to fund that project.

The parameters resolution authorizes staff to approve the sale of the bonds based on the terms established in the resolution. Issuing these bonds will also help us restore our stable status of our bond rating.

RECOMMENDATION

ATTACHMENTS

1. reso 2023-09 Waterworks System - Bond Resolution

RESOLUTION NO. 2023-09

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$4,000,000 WATERWORKS SYSTEM REVENUE
BONDS, SERIES 2023 OF THE VILLAGE OF MOUNT
HOREB, DANE COUNTY, WISCONSIN, AND PROVIDING
FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS
WITH RESPECT TO THE BONDS

WHEREAS, the Village of Mount Horeb, Dane County, Wisconsin (the "Village") owns and operates its Waterworks System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to Resolution No. 2015-12 adopted on June 3, 2015 (the "Prior Resolution"), the Village has heretofore issued its Waterworks System Revenue Refunding Bonds, Series 2015, dated June 17, 2015 (the "Prior Bonds"), which bonds are payable from the Revenues of the System; and

WHEREAS, the Prior Resolution permits the issuance of additional bonds payable from Revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions and those conditions have been met; and

WHEREAS, the Village has determined that certain additions, improvements and extensions to the System consisting of the construction and replacement of water mains (the "Project") are necessary to adequately supply the needs of the Village and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell revenue bonds for such purpose payable solely from the Revenues of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds, the Village has no bonds or obligations outstanding which are payable from the Revenues of the System; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell waterworks system revenue bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser"); and

WHEREAS, the Purchaser intends to submit a bond purchase agreement to the Village (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Village Administrator and Finance Director/Treasurer (the "Authorized Officers") the authority to accept on behalf of the Village the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, the Village Board of the Village of Mount Horeb, Dane County, Wisconsin, do resolve that:

Section 1A. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Project, the Village shall borrow on the credit of the Revenues of the System, the principal sum of not to exceed FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 19 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, Bonds aggregating the principal amount of not to exceed FOUR MILLION DOLLARS (\$4,000,000). The purchase price to be paid to the Village for the Bonds shall not be less than 96.00% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the Village by the Purchaser shall not exceed 4.00% of the principal amount of the Bonds, with an amount not to exceed 1.50% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 2.50% of the principal amount of the Bonds representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the Village.

Section 1B. Terms of the Bonds. The Bonds shall be designated "Waterworks System Revenue Bonds, Series 2023"; shall be issued in the aggregate principal amount of up to \$4,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$200,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption amount may be removed if it is less than \$200,000, and that the aggregate principal amount of the Bonds shall not exceed \$4,000,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$3,805,000.

<u>Date</u>	<u>Principal Amount</u>
05-01-2025	\$50,000
05-01-2026	50,000
05-01-2027	145,000
05-01-2028	150,000
05-01-2029	160,000
05-01-2030	165,000
05-01-2031	175,000
05-01-2032	185,000
05-01-2033	195,000
05-01-2034	205,000
05-01-2035	215,000
05-01-2036	225,000
05-01-2037	235,000
05-01-2038	245,000
05-01-2039	260,000
05-01-2040	270,000
05-01-2041	280,000
05-01-2042	290,000
05-01-2043	305,000

Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2024. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 5.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

The schedule of maturities and mandatory redemptions established by the parameters of this Resolution is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices. The Authorized Officers shall confirm this finding in the Approving Certificate.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the Village with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the Village for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of the Bonds, plus the amount permitted to be deposited therein from proceeds of the Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on the Bonds and the Prior Bonds; and (c) 125% of average annual debt service on

the Bonds and the Prior Bonds; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the outstanding Bonds and Prior Bonds in any Bond Year. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the outstanding obligations secured by the Reserve Account and Parity Bonds in any Bond Year.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the Village for services rendered to it and all moneys received from any other source, including income derived from investments.

"System" means the entire Waterworks System of the Village including all property of every nature now or hereafter owned by the Village for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Village while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Waterworks System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Waterworks System Revenue Fund and then transferred to the following separate and special funds in the order of priority listed below, which were created by the Prior Resolution and are hereby further continued and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Waterworks System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the Bonds, the Prior Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Waterworks System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Bonds, the Prior Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Bonds, the Prior Bonds and Parity Bonds.

- Revenues in amounts sufficient to provide a proper and adequate depreciation account for the System shall be set aside into the Waterworks System Depreciation Fund (the "Depreciation Fund").

The Operation and Maintenance Fund and Depreciation Fund shall be deposited as received in public depositories to be selected by the Village Board in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Village Board may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of the Village Board that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Bonds, the Prior Bonds and Parity Bonds and to meet the Reserve Requirement, and the Village Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the Bonds, the Prior Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the Bonds, the Prior Bonds and Parity Bonds shall be set apart and shall be paid into the Special Redemption Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing.

The minimum amounts to be so deposited for debt service on the Bonds will be set forth on a schedule to be attached to the Approving Certificate.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the Bonds, the Prior Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption

Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

To additionally secure the payment of principal of and interest on the Bonds and the Prior Bonds, the Debt Service Reserve Account (the "Reserve Account") is hereby continued within the Special Redemption Fund. The Village shall, upon the issuance of the Bonds, deposit an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement into the Reserve Account, and an amount equal to the Reserve Requirement shall be maintained in the Reserve Account.

The Village covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the Bonds, the Prior Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Bonds and the Prior Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Bonds, the Prior Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Bonds, the Prior Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts continued by this section.

Section 5. Service to the Village. The reasonable cost and value of any service rendered to the Village by the System by furnishing waterworks services for public purposes, including reasonable health protection charges, shall be charged against the Village and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Village collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the Village made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the Village in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the Village shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Village Board therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Village to make any such appropriation over and above the reasonable cost and value of services rendered to the Village and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; Village Covenants. It is covenanted and agreed by the Village with the owner or owners of the Bonds, and each of them, that:

(a) The Village will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The Village will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the Village shall have the right to sell, lease or otherwise dispose of any property of the System found by the Village Board to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The Village will cause the Project to be completed as expeditiously as reasonably possible;

(d) The Village will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The Village will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein

agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The Village will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The Village will keep proper books and accounts relative to the System separate from all other records of the Village and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the Village has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge; and

(h) So long as any of the Bonds are outstanding the Village will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Village Board shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of Revenues of the System. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

(a) The Net Revenues of the System for the most recent Fiscal Year preceding the issuance of such additional obligations for which audited financial statements are available must have been equal to at least 1.25 times the highest annual principal and interest requirements on all Bonds and Parity Bonds outstanding payable from Revenues of the System (other than Bonds and Parity Bonds being refunded) and on the Parity Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional obligations or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(b) The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

(c) The Parity Bonds must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

(d) If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

(e) The proceeds of the Parity Bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds sufficient to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Waterworks System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 9. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The Village may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Village; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 10. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the Village with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 11. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 8 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds, the Prior Bonds and Parity Bonds secured thereby. A separate banking account is not required for each of the funds

and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Village and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations.

An officer of the Village, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 14. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Zions Bancorporation, National Association, Chicago, Illinois, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 15. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 16. Record Date. The fifteenth day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 17. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

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

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 18. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 19. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until the details of the Bonds are approved by the Authorized Officers through execution of the Approving Certificate as provided above. After such consent and approval, the Authorized Officers are authorized to execute the Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 20. Official Statement. The Village Board hereby directs an Authorized Officers to approve the Preliminary Official Statement and any addenda with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the Village in connection with the preparation of such Preliminary Official Statement and Final Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and Final Official Statement and any addenda. The Village Clerk shall cause copies of the Preliminary Official Statement and Final Official Statement and any addenda to be distributed to the Purchaser.

Section 21. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 22. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 23. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and

which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 24. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 25. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the Prior Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolution, the Prior Resolution shall control so long as any bonds authorized by such resolution are outstanding.

Adopted, approved and recorded August 2, 2023.

Ryan Czyzewski
President

ATTEST:

Alyssa Gaffney
Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned Village Administrator and Finance Director/Treasurer of the Village of Mount Horeb, Dane County, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On August 2, 2023, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,000,000 Waterworks System Revenue Bonds, Series 2023 of the Village (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$4,000,000 approved by the Resolution, and shall mature on May 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$200,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2025	\$50,000	\$_____
05-01-2026	50,000	_____
05-01-2027	145,000	_____
05-01-2028	150,000	_____
05-01-2029	160,000	_____
05-01-2030	165,000	_____
05-01-2031	175,000	_____
05-01-2032	185,000	_____
05-01-2033	195,000	_____
05-01-2034	205,000	_____
05-01-2035	215,000	_____
05-01-2036	225,000	_____
05-01-2037	235,000	_____
05-01-2038	245,000	_____
05-01-2039	260,000	_____
05-01-2040	270,000	_____
05-01-2041	280,000	_____
05-01-2042	290,000	_____
05-01-2043	305,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.50%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 96.00% of the principal amount of the Bonds, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Bonds (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Bonds, which does not exceed 4.00% of the principal amount of the Bonds. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.50% of the principal amount of the Bonds. The amount representing other costs of issuance is \$_____, which does not exceed 2.50% of the principal amount of the Bonds.

4. Redemption Provisions of the Bonds. The Bonds maturing on May 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

6. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule III is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on
_____, 2023 pursuant to the authority delegated to us in the Resolution.

Nicholas W. Owen
Village Administrator

Joan Stuessy
Finance Director/Treasurer

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on May 1, 20__

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

For the Term Bonds Maturing on May 1, 20__

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

For the Term Bonds Maturing on May 1, 20__

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

For the Term Bonds Maturing on May 1, 20__

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

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
DANE COUNTY
NO. R-____ VILLAGE OF MOUNT HOREB \$_____
WATERWORKS SYSTEM REVENUE BOND, SERIES 2023

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ September 5, 2023 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Mount Horeb, Dane County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 20____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, 20____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.】

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

This Bond is one of an issue aggregating \$_____, issued to finance additions, improvements and extensions to the Village's Waterworks System (the "System"), pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted August 2, 2023, and entitled: "Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 Waterworks System Revenue Bonds, Series 2023 of the Village of Mount Horeb, Dane County, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds", as supplemented by an Approving Certificate dated _____, 2023 (collectively, the "Resolution") and is payable only from the income and revenues of said System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the Village on June 3, 2015 and continued by the Resolution. The Bonds are issued on a parity with the Village's Waterworks System Revenue Refunding Bonds, Series 2015, dated June 17, 2015, as to the pledge of income and revenues of the System. This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

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

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a

new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue of the System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

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

VILLAGE OF MOUNT HOREB,
DANE COUNTY, WISCONSIN

(SEAL)

By: _____
Ryan Czyzewski
President

By: _____
Alyssa Gaffney
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the Village of Mount Horeb, Wisconsin.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 6.b

Consideration: Award of Bid for Parking Study to MSA

BACKGROUND

We only received one bid for the parking study from MSA. The Village is currently working with MSA on the evaluation of Grandma Fosters and Grundahl Parks and Kristen Fish-Peterson has also had experience in a prior community working with MSA on a parking study. The total cost of the study is \$30,245; the cost will be covered by TID 5 funds.

The study will evaluate the current status of parking as well as forecast parking needs as the downtown continues to redevelop. A parking task force made up of staff, downtown business and property owners and representation from the Chamber of Commerce, will take the lead, with MSA to work through the study and the process will also include meetings with the public to gather input on the parking situation in Downtown Mount Horeb. The Community Development Authority recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Mount Horeb Downtown Business District Parking Analysis and Long-Term Public Parking Strategy_FINAL
2. 00385010 PSA

PROPOSAL TO PROVIDE

A Downtown Business District Parking Analysis and Long-Term Public Parking Strategy



Prepared for:

Village of Mount Horeb, WI
July 10, 2023

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July 10, 2023

Nic Owen, Village Administrator
138 E Main Street
Mount Horeb, WI 53572

Re: Request for Proposal for a Downtown Business District Parking Analysis and Long-Term Public Parking Strategy

Dear Nic,

We are excited for the opportunity to provide this proposal to the Village. We enjoy helping communities align their mission, vision and values with key outcomes like economic health. We understand that Mount Horeb would like to facilitate infill development and downtown growth but there is concern about how parking needs will be met for existing and future uses. The design and availability of downtown parking is an important issue—it has the potential to shape the character of the Village, the daily experience for residents and visitors, and the potential for redevelopment and growth. The need to accommodate parking and convenience is routinely balanced against other goals such as increased pedestrian activity and the protection of historic character. MSA has a strong resume in the evaluation of parking supply, design and policy, developed through years of experience in downtown planning across the Midwest.

One of the many reasons communities turn to MSA Professional Services, Inc. (MSA) is the breadth of our planning and design experience across the Upper Midwest. *Here are a few things that set our project team apart from the rest — and why MSA is the right partner for this project.*

We are a multi-disciplinary firm. We have the professional expertise to understand, analyze and recommend parking improvements and system-wide strategies. More specifically, we have the design professionals that can best support a project like this. The project team includes an urban designer and landscape architect; however, we have the ability to reach out to our engineers (civil/traffic/stormwater) as necessary to help support our clients.

We know the Village of Mount Horeb. MSA's Emma Wenman is from the Village of Mount Horeb and will play a key role on our project team with her local knowledge. She is also personally invested in preserving the Village's downtown character, access to natural resources and amenities. This is a true opportunity for us to deliver on our commitment and purpose of positively impacting the lives of others, the communities we live/work in and provide destinations for area visitors.

We would like to work with you to address the parking concerns so that investment can proceed. Please contact me with questions about this proposal at ewenman@msa-ps.com or (920) 241-3789.

Sincerely,
MSA Professional Services, Inc.



Emma Wenman, ASLA
Project Manager



Steve Tremlett, AICP, CNU-A
Urban Designer, Principal-in-Charge

FIRM PROFILE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.** MSA's roots reach back to 1919. Our firm consists of 400+ engineers, architects, planners, landscape architects, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

AREAS OF EXPERTISE

ENGINEERING

We know the key to strong communities is the happiness of their residents and the health of their economies. MSA focuses on working alongside public and private clients to achieve both these ends by designing and constructing projects that solve age-old problems and encourage new development.

- Street and Utility Design and Reconstruction
- Potable Water Supply, Treatment and Distribution
- Wastewater Collection and Treatment Systems
- Stormwater Management
- Park and Recreational Space Design
- Site and Land Development Civil Design
- Airport Planning and Design
- Agricultural Engineering
- Bridge Design and Construction
- Traffic Planning and Engineering
- Real Estate Acquisition

ARCHITECTURE

From intricate historical restorative projects to high-rise programming and design, our team of architects aspires to design buildings that enrich the lives of our clients and enhance their futures.

- Architectural Design
- Mechanical, Electrical and Plumbing Design
- Building Planning and Feasibility Studies
- Park, Recreation and Aquatic Facility Design
- Programming and Space Planning
- Site/Building Evaluation
- LEED® and Sustainable Design

SURVEYING

MSA's surveyors have the resources and expertise to efficiently and accurately complete fieldwork and to provide high-quality survey documents.

- Land Surveys (Boundary Location or Establishment)
- Subdivision Surveys
- Topographical Surveys for Development Projects
- Redevelopment/Streetscape Surveys
- Infrastructure/Facility Design Surveys
- Utility Surveys
- Flood Elevation Surveys
- Construction Staking
- Control Surveys for Environmental Assessments
- ALTA/NSPS Land Title Surveys
- Mobile and Web-Based GIS Development

FUNDING

Our funding experts excel at coordinating grant and loan applications, and fulfilling the requirements of various agencies to help our clients turn project ideas to reality.

- Tax Increment Financing (TIF)
- Grant Writing
- Grant Administration
- Project Financing
- Stormwater Utility Studies and Creation

PLANNING & LANDSCAPE ARCHITECTURE

MSA has specialists in all areas of community planning, urban design and economic development. Our award-winning planners work to understand the challenges our clients face and help them develop sustainable, implementable plans to provide guidance in overcoming those hurdles.

- Comprehensive Planning
- Neighborhood and Corridor Planning
- Park and Recreation Planning
- Downtown Revitalization
- Housing
- Economic Development
- Capital Improvement and Strategic Planning
- Public Administration
- Urban Design
- Transportation Planning

ENVIRONMENTAL SERVICES

MSA's environmental scientists and technicians help communities identify and clean up contamination. We understand regulatory requirements and have built critical relationships with regulatory agencies.

- Phase I and II Environmental Site Assessments
- Wetland Design, Delineation, Restoration and Permitting
- Brownfield Site Development
- Asbestos, Lead and Mold Inspection/Remediation
- Spill Investigation and Remediation
- Solid and Hazardous Waste Management
- Permitting and Planning
- NPDES Compliance, Adaptive Management Plans, and Nutrient Trading

**MAIN OFFICE WHERE WORK
WILL BE CONDUCTED**

1702 Pankratz Street
Madison, WI 53704

APPLETON, WI

1500 N. Casaloma Drive
Suite 100
Appleton, WI 54913

BARABOO, WI

1230 South Boulevard
Baraboo, WI 53913

BEAVER DAM, WI

201 Corporate Drive
Beaver Dam, WI 53916

CEDAR RAPIDS, IA

6045 Rockwell Drive NE
Suite A
Cedar Rapids, IA 52402

CHAMPAIGN, IL

201 W Springfield Avenue
Suite 400
Champaign, IL 61820

DES MOINES, IA

1555 SE Delaware Avenue
Suite F
Ankeny, IA 50021

DUBUQUE, IA

400 Ice Harbor Drive
Suite 110
Dubuque, IA 52001

DULUTH, MN

332 W. Superior Street
Suite 600
Duluth, MN 55802

KIEL, WI

116 Fremont Street
Kiel, WI 53042

MADISON, WI

1702 Pankratz Street
Madison, WI 53704

MARSHFIELD, WI

146 North Central Avenue
Suite 201
Marshfield, WI 54449

MEQUON, WI

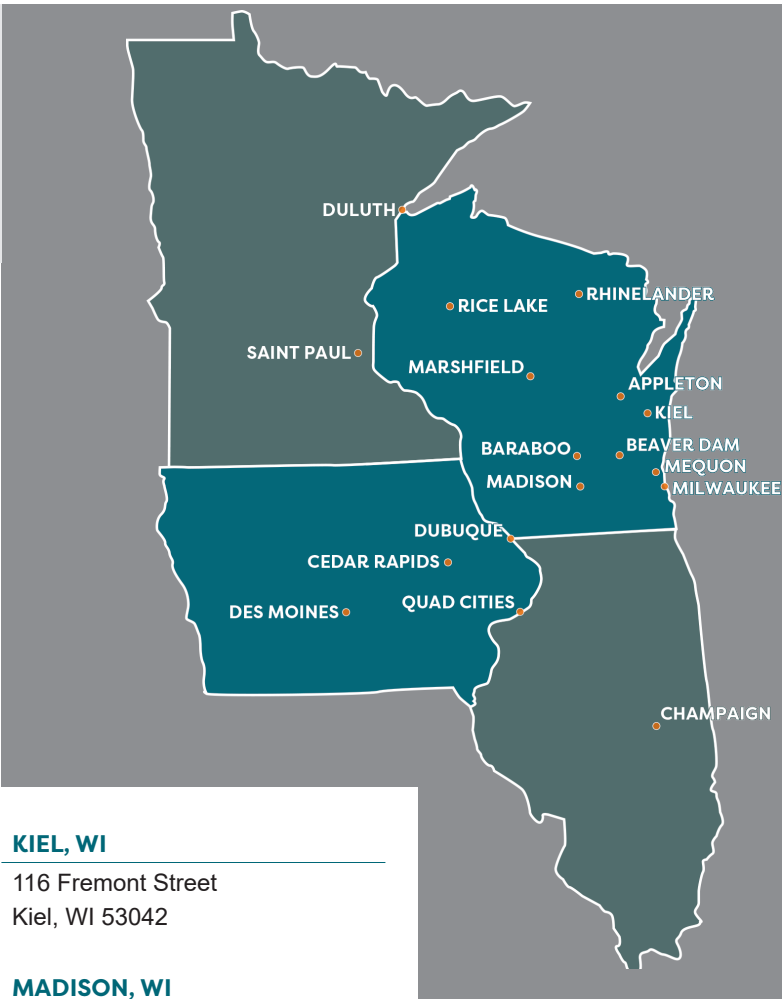
12308 Corporate Parkway
Suite 400
Mequon, WI 53092

MILWAUKEE, WI

220 East Buffalo Street
Suite 201
Milwaukee, WI 53202

QUAD CITIES, IA

2117 State Street
Suite 200
Bettendorf, IA 52722



RHINELANDER, WI

1835 North Stevens Street
Rhinelander, WI 54501

RICE LAKE, WI

11 E. Marshall Street
Suite 201
Rice Lake, WI 54868

ST. PAUL, MN

60 Plato Boulevard E.
Suite 140
St. Paul, MN 55107

PRIMARY CONTACT :

Contact: Emma Wenman, ASLA
Phone: (920) 241-3789
Email: ewenman@msa-ps.com
Address: 1702 Pankratz Street,
Madison, WI 53704



PLANNING AND DESIGN STUDIO

At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. Our Planning and Design Studio is 29 strong consisting of:

- 12 American Institute of Certified Planners (AICP)
- 3 Professional Landscape Architects (PLA)
- 2 Landscape Designers
- 2 Housing Specialists
- 10 Planning & Economic Development Specialists

Members of our studio regularly give presentations on various planning topics at state and national conferences. The professional planners that comprise the Studio have helped hundreds of communities and private organizations define their vision, obtain funding, and implement the improvements they seek. And, because our planners are part of a multi-disciplinary firm, they are able to engage our professional engineers and architects in the planning processes to aid our clients in developing sustainable, implementable plans.

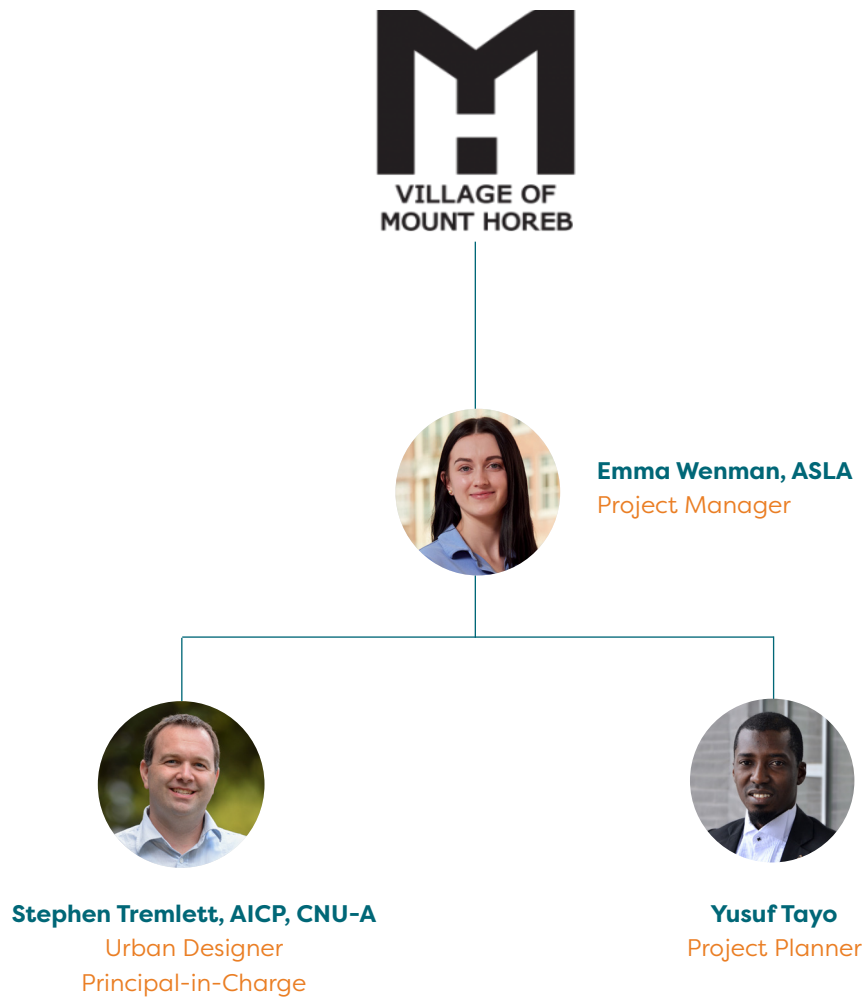
CORE SERVICES

Below is a sample of the services that MSA's Planning and Design Studio can offer.

- | | |
|--|--|
| • Capital Improvement and Strategic Plans | • Impact Fee Studies |
| • Comprehensive Plans | • Landscape Architecture |
| • Zoning: Ordinance Creation, Code Rewrites, Development Regulations and Zoning Administration | • Park and Recreation Planning: Park Master Plans, Comprehensive Outdoor Recreation Plans, ADA Studies |
| • Community Blight Studies | • Public Engagement |
| • Cooperative Boundary Agreements | • Redevelopment Studies: Downtown, Neighborhood, Corridor, and Site Planning |
| • Economic Development: Market Analysis, Tax Increment Financing, Feasibility Studies | • Transportation Planning: Bicycle + Pedestrian Plans, Safe Routes to Schools Plans, Access Management Studies |
| • Funding: Grant Writing, Grant Administration, Fundraising | • Urban Design: Wayfinding, Streetscaping, and Design Standards |
| • Housing Studies: Analysis of Impediments to Fair Housing, Market Analysis | |

ORGANIZATIONAL CHART

Our team is staffed to handle the needs of your projects. We are a group of experienced planners and landscape architects backed by more than 400 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **We have chosen a team that reflects the needs for this project, including familiarity with similar-sized projects, and the expertise to explore all viable alternatives.**





Emma Wenman, ASLA
PROJECT MANAGER

From site-specific design to master planning, Emma has a wide interest in landscape architecture. She has assisted on many park master planning projects and emphasizes the importance of the design process by being involved in community engagement opportunities. Emma is passionate about providing visions for communities by presenting a concept and receiving design feedback. In her role as a landscape designer, Emma continues to develop project inventory and analyses, conceptual designs, landscape planting plans, and master planning documents.

Education

B.A., Landscape Architecture, University of Wisconsin-Madison

Affiliations

American Society of Landscape Architects (ASLA)

Selected Project Experience

- Park Planning for Grundahl Park and Grandma Foster Park, Mount Horeb, WI
- 28th Street Final Design - Path and Landscaping, Superior, WI
- La Salle Ave Phase 2 (downtown), Barron, WI
- Birch Lake Park and Memorial Park Master Plans and Comprehensive Outdoor Recreation Plan Update, Barneveld, WI
- Crawford Park Master Plan, Caledonia, WI
- Fond du Lac Riverwalk, Fond du Lac, WI
- 51 West Development Parks Master Plan, Stoughton, WI
- Oak Street Overlook, Baraboo, WI
- Park Master Plans, Ripon, WI
- Memorial Park Master Plan and Comprehensive Outdoor Recreation Plan Update, Barneveld, WI
- Hasmer Lake Community Park Master Plan, Jackson, WI
- Alonzo Park Master Plan, Hortonville, WI
- Memorial Park Master Plan, Waverly, IA
- Midwest Medical Center Landscape Planting Plan, Galena, IL



Stephen Tremlett, AICP, CNU-A
URBAN DESIGNER, PRINCIPAL-IN-CHARGE

With more than 15 years of consulting experience, Steve has taken on primary roles in downtown planning and design projects, commercial/residential development concept plans, bike/pedestrian plans, and the development of comprehensive plans and design standards. His architectural and planning background includes emphases in site planning, urban redevelopment, zoning administration and urban design using a variety of applications, including AutoCAD, Photoshop, InDesign, Illustrator, GIS, SketchUp, Lumion and Microsoft Office applications.

Education

M.S., Architecture & Urban Planning, University of Wisconsin-Milwaukee; B.S., Architecture, University of Wisconsin-Milwaukee

Certifications

American Institute of Certified Planners

Selected Project Experience

- Parking Study, Watertown, WI
- Uptown Parking Analysis, Ankeny, IA
- Parking Study, Casey, IL
- Downtown Streetscape & Parking Lot Design & Plan, Downs, IL
- Country Club Parking Lot, Columbus, WI
- LaSalle Avenue Conceptual Streetscape Design and Downtown Revitalization Plan, Barron, WI
- West Milwaukee Street Reconstruction River Street to Center Avenue, Janesville, WI
- Mill Creek Parkway Streetscape, Cross Plains, WI
- Street Lighting & Streetscaping, Cross Plains, WI
- Downtown Streetscape Concept Planning, Port Byron, IL



Yusuf Tayo
PROJECT PLANNER

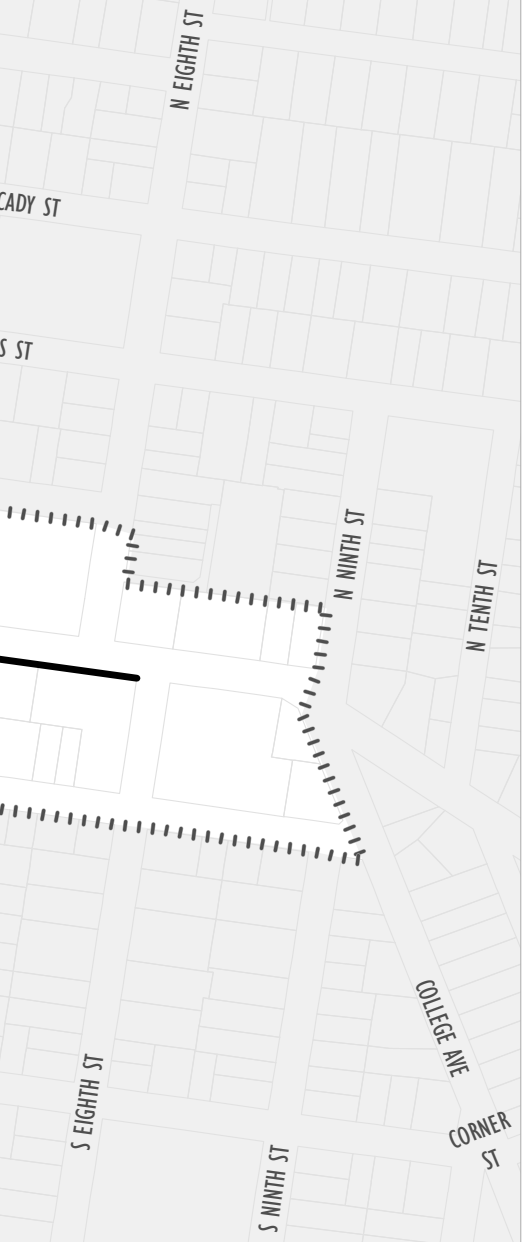
Yusuf recently joined MSA and has more than eight years of experience developing and planning various development projects worth over \$500 million in Lagos, Nigeria. He also has experience working at an intern at the Iowa State University GIS Facility where he worked on Agricultural Conservation Planning Framework (ACPF) using ArcGIS toolbox that leverages high-resolution geo-spatial data to help local farming communities better address their soil and water conservation needs.

Education

M.S., Community and Regional Planning; Iowa State University
B.S., Urban and Regional Planning Obafemi Awolowo University
Ile-Ife, Osun State, Nigeria

Selected Project Experience

- East Side Neighborhood Plan, McFarland, WI,
- North Main Street Corridor Plan, Fond du Lac, WI
- Magnolia Springs Subdivision, Stoughton, WI
- Loop Wayfinding Signage BID Package, Fond du Lac, WI
- Junction Road Development, Jefferson, WI
- Mixed Residential Subdivision, Nekoosa, WI
- Blight Studies - Planning and Community and Economic Development, Madison, WI



WATERTOWN PARKING STUDY

WATERTOWN, WI

The City of Watertown wanted to facilitate infill development and downtown growth yet had concerns on parking availability and needs for the existing and future uses of the business district. The development of this space was an important issue as it has the potential to shape the character of the City and daily experience for residents and visitors.

MSA was able to provide an inventory of the existing parking space in the downtown district, an estimate for demand, and provided discussion and recommendations for parking supply within the downtown. Field studies were conducted to gauge need during events compared to daily use.

With the parking evaluation, public and stakeholder input, MSA was able to provide recommendations and strategic implementation of paid parking, updating time limits and providing location options for parking structures or surface lots. MSA also worked with the City to encourage other modes of transportation to the downtown district. This was promoted through better designation of bike routes and adding in bike parking options with any new development.

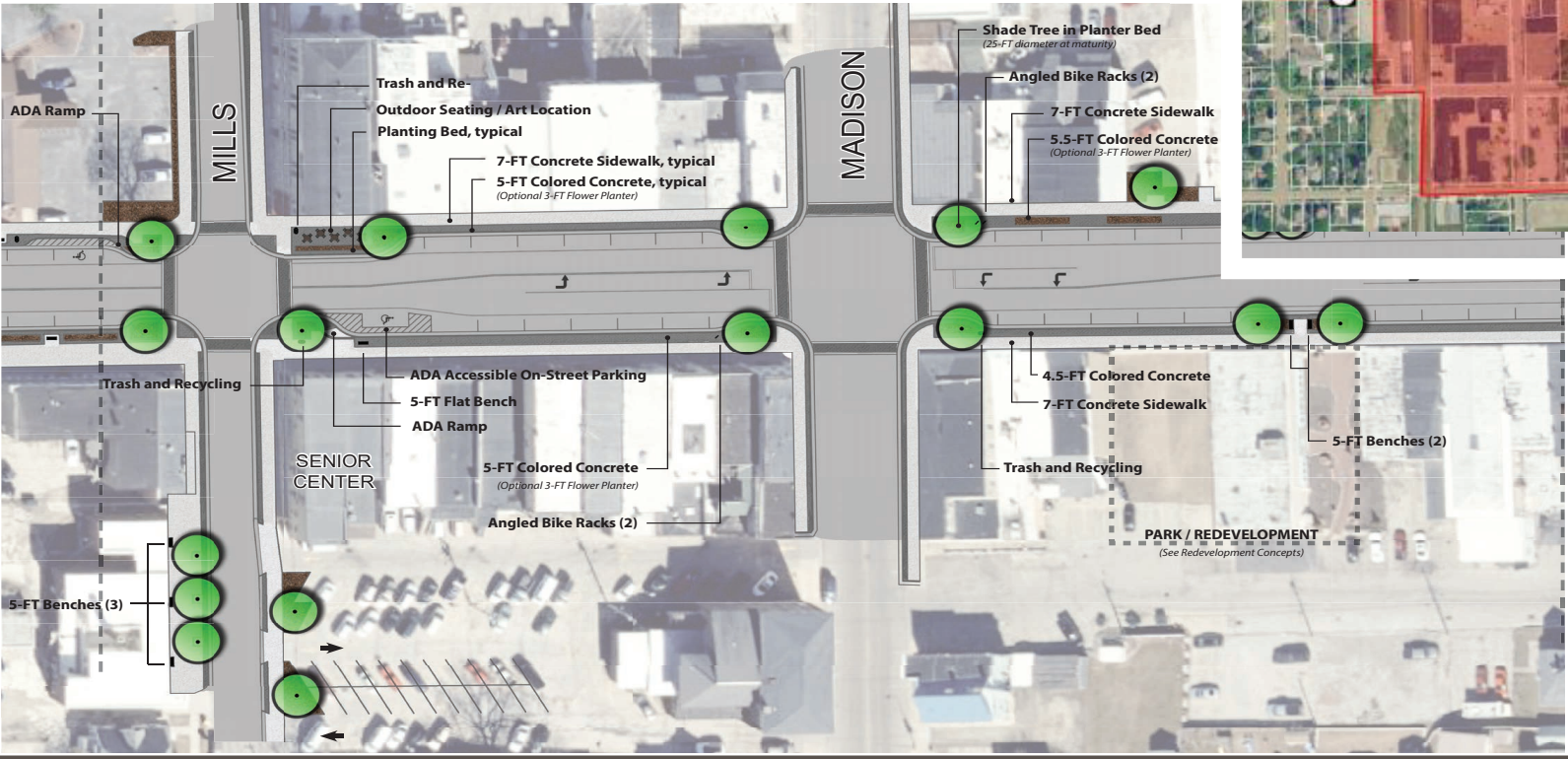
KEY TEAM MEMBERS

Steve Tremlett

REFERENCE INFORMATION

Kristen Fish-Peterson, CEcD
Principal and CEO
Redevelopment Resources
(715) 581-1452

PARKING NETWORK SUMMARY MAP



STREETSCAPING PLAN

WAUPUN, WI

The City of Waupun is committed to the redevelopment of its downtown by encouraging growth, reconstruction and technical assistance where viable. Over the years, noticeable improvements to downtown facades have demonstrated how property owners and the City work together to improve the downtown experience.

In continuation of these efforts, the City wanted to improve streetscape amenities and redevelop underutilized property in its downtown. Through previous community visioning efforts many individuals expressed disdain towards the bulky, outdated style of the existing streetscape furniture, insufficient pedestrian enhancements and vegetation, perceived lack of parking, and the general lack of visual interest. There was also support for returning more community events to the downtown.

MSA assisted the City in envisioning and developing recommendations for the downtown, including streetscaping and a gathering place. The objectives of the planning process included:

1. Develop a vision to improve the aesthetics of Main Street through streetscaping elements that ties both the Historic Core and the Transitional Gateway Edges into a single Downtown District;
2. Further the City's existing brand (City of Sculptures) with new branding effort (promoting its natural surroundings);
3. Bring more "green" to the Downtown; and,
4. Envision development and social gathering opportunities in the Downtown, specifically using existing City-owned lands.

MSA's scope of services included review of prior plans and studies, existing features inventory map and photo log, a parking study, streetscape design palette and concepts, redevelopment concepts for a gathering space, a draft report, and cost estimates. Throughout the project, MSA held multiple working meetings with the City's Community Development Authority, which were also open to the public. We also developed an online preference survey and flyers to build consensus and support for the project. The survey included questions about parking and image series related to streetscape, crosswalk, planter, and bench preferences, with open-ended responses for additional input. Feedback from the survey, provided the basis for the two design palette alternatives for street furnishings and landscaping features. As part of the project, MSA also assisted the City with identifying a phasing plan and funding strategies.

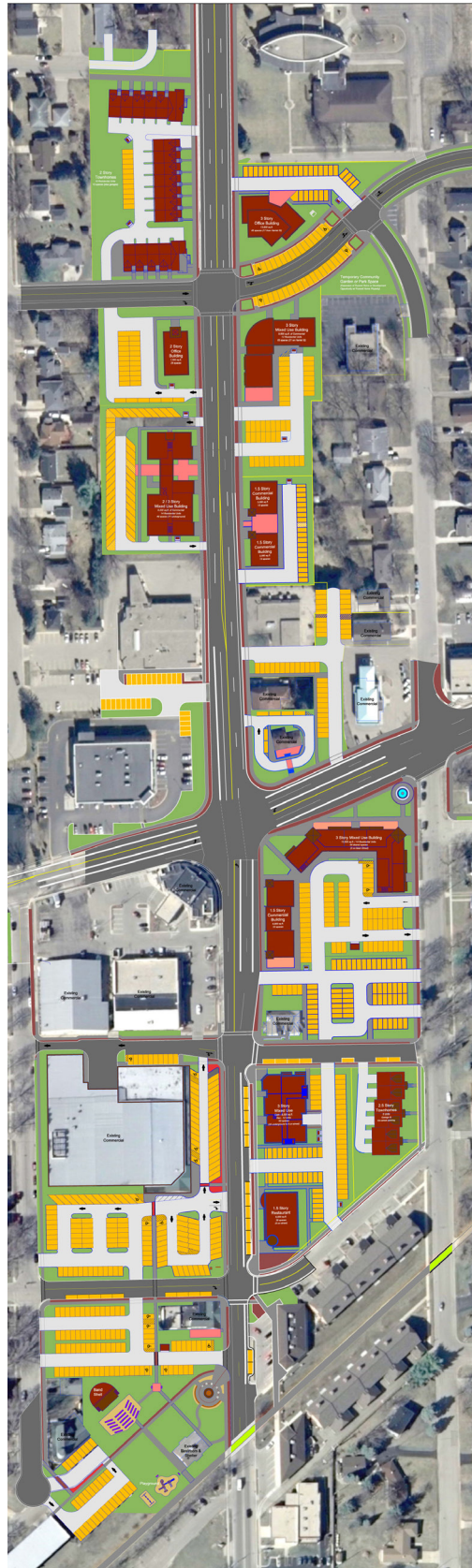
REFERENCE INFORMATION

Kathy Schlieve, Economic Development-
Department Director
(920) 324-7912
kathy@cityofwaupun.org

KEY TEAM MEMBERS

Steve Tremlett





DOWNTOWN TRANSPORTATION & CORRIDOR STUDY

VERONA, WI

The City of Verona has sustained a healthy downtown for decades anchored by several long-term employers. Yet the downtown has not kept pace with the City as a whole, which doubled in population between 1990 and 2010. The City desired a plan to attract more investment and spending in the downtown area while also managing traffic growth and parking demand.

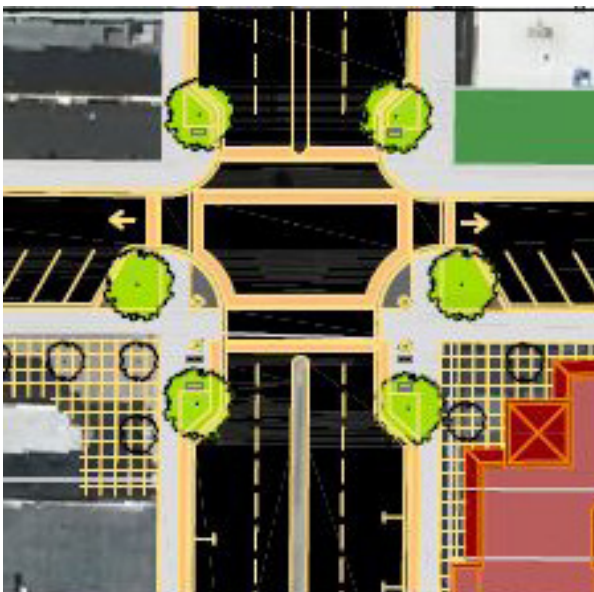
MSA planners and traffic engineers worked with an ad-hoc downtown planning committee to explore options for traffic efficiencies, redevelopment opportunities, and parking solutions. Proposed traffic solutions threatened to eliminate some on-street parking, while at the same time infill development would increase parking demand. MSA conducted a detailed survey of on-street and off-street parking spaces and their utilization during peak weekday periods. We also worked with City staff to help collect more data for our analysis. This information enabled an accurate accounting of supply and demand, which informed recommendations to create modest new City-owned parking lots throughout the downtown area, generally within 300 feet of demand-generating uses.

KEY TEAM MEMBERS

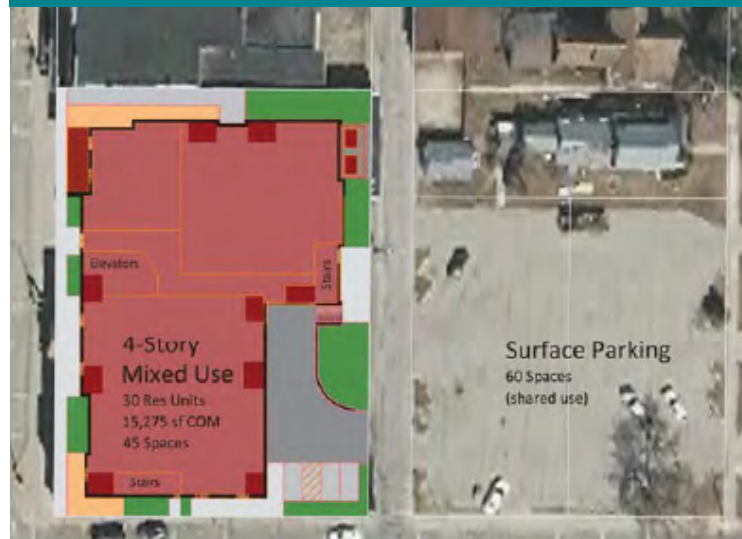
Steve
Tremlett

REFERENCE INFORMATION

Adam Sayre, City Administrator
(608) 848-9941
adam.sayre@ci.verona.wi.us



Alternative 1 - More Residential, Plus Underground Parking



Alternative 2 - More Residential, Plus Underground Parking



DOWNTOWN MASTER PLAN

TOMAH, WI



MSA assisted the City of Tomah with adoption of a new comprehensive plan, which identified through a series of community surveys, a strong desire to revitalize Downtown Tomah as one of ten community enhancement projects. In 2015, MSA assisted the City with creation of a new Tax Increment Finance District within the downtown to provide a funding mechanism to support future public and private enhancement projects. Having established a community desire to revitalize the downtown and a funding mechanism, the City retained MSA to assist with the development of a detail-oriented master plan for the area.

Through a series of community surveys, downtown walkabouts, public involvement meetings and steering committee meetings, MSA developed a Downtown Master Plan Manual. The manual includes three volumes.

1. Volume One includes a summary of the extensive public feedback obtained during the planning process and an analysis and summary of key study area conditions including a parking study and retail market analysis completed by MSA.
2. Volume Two includes the overall vision, strategies and actions to guide public and private improvements within the Downtown. This manual includes detailed recommendations on the style of new streetlights; streetscaping furniture; decorative crosswalk and terrace improvements; wayfinding signs; and conceptual site plans and renderings illustrating how a number of underutilized properties can be redevelopment to meet the vision of the plan.
3. Volume Three includes detail site and building design guidelines and standards, presented in a highly illustrative format, for the purpose of regulating future public and private building construction in a manner that reflects the historic look and feel of the downtown.

Today, MSA continues to serve the City through TID management, façade improvement program administration, and other planning and zoning assistance.

Commercial, Plus Parking Structures

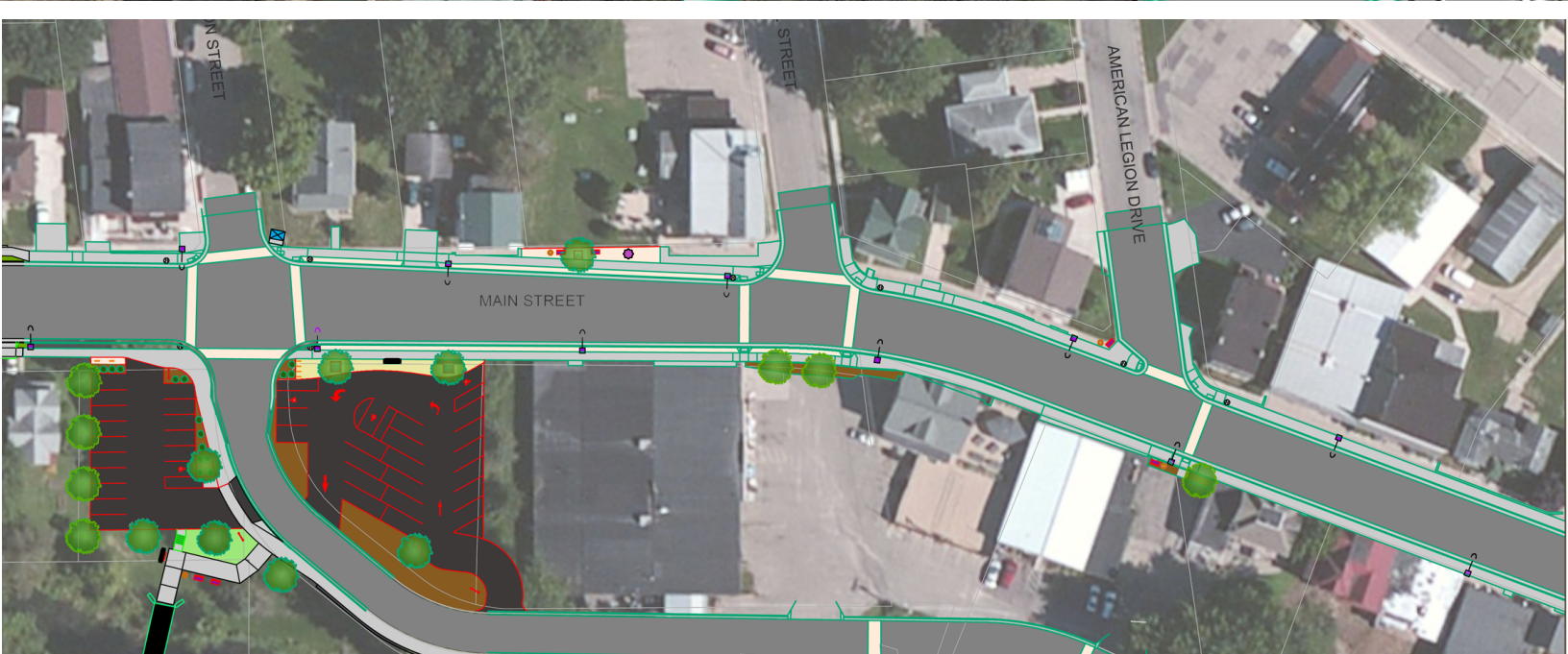
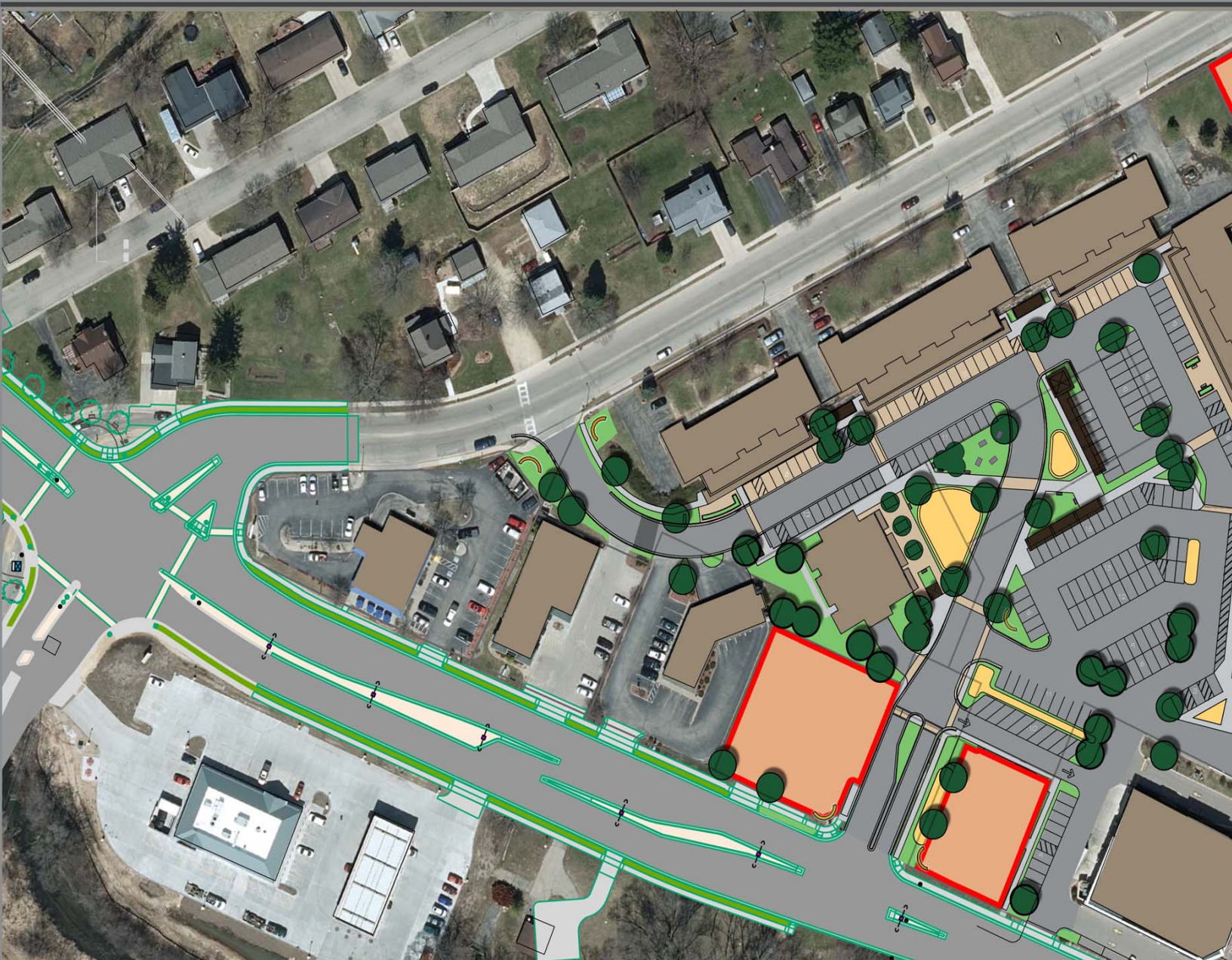


KEY TEAM MEMBERS

Steve Tremlett

REFERENCE INFORMATION

Shane Rolff, Building Inspector/Zoning Administrator
(608) 374-7429
srolff@tomahwi.gov



MAIN STREET PARKING STUDY

CROSS PLAINS, WI

Parking is one of the first experiences that people have when traveling to a destination. Convenient and affordable parking is considered a sign of welcome. Parking that is difficult to find, inadequate, or inconvenient will frustrate users and can contribute to spillover parking problems in adjacent, often residential, areas. But an excessive supply of parking can create problems. Parking facilities are expensive to construct, imposing financial costs on developers, building users, and municipalities. In addition, parking facilities can impose environmental costs, and contradict community development objectives for more livable and walkable communities.

The Cross Plains Downtown Revitalization Plan (2008) identified new development and redevelopment in the eastern and western areas along the southern side of Main Street. The design for these development areas recommended a lower parking rate than is currently required by the Village zoning code. To ensure this revitalization could be supported by adequate parking, the Village sought to understand existing and future parking demands for their downtown.

The Village of Cross Plains hired MSA Professional Services to conduct a parking study of their downtown. The purpose of the study was to provide an inventory of the existing parking supply in the two downtown districts that feature small lots and limited space for parking: the West Gateway District and the Commercial Core District. To understand parking issues in the Village downtown, MSA conducted on-street and off-street parking counts, an estimate for the demand on these spaces during peak parking periods, and provided a set of recommendations for the Village to ensure that the future revitalization of Main Street could be supported through adequate parking while meeting community development objectives for a more livable and walkable community. These recommendations were built around opportunities for shared parking, and included:

- Revising the Village Zoning Code to incorporate a shared parking clause drafted by MSA.
- Meet future parking demand on the south side of Main Street with shared lots first, and public lots second.
- Ensure parking design incorporates best practice stormwater management devices
- Encourage business owners to share parking with the demand created by recreational park and trail users

REFERENCE INFORMATION

Matt Schuenke, Former Village
Administrator
(608) 838-3153
matt.schuenke@mcfarland.wi.us

KEY TEAM MEMBERS

Steve
Tremlett

PROJECT UNDERSTANDING & SCOPE

The Village is seeking a parking analysis and plan (parking study) that will provide for current and future parking needs to ensure continued economic health of the downtown business district area. This study will include an evaluation/audit of current parking demands, analyze future parking demands, and make recommendations for the best locations for future parking facilities within the area if deemed necessary.

MSA's approach to the downtown parking study draws upon our understanding of Mount Horeb and best practices in parking management and technologies. In the subsequent List of Tasks, we have elaborated on the responsibilities as listed in the RFP and included product examples from parking studies our team recently completed. We have also added tasks we consider to be important to the study.

PLAN ITEM A – STAKEHOLDER INPUT

The team will conduct a kick-off meeting with the steering committee (includes downtown business/property owners, employers, residents and Village staff) to confirm project goals and refine the proposed work plan and schedule. This meeting will also provide an opportunity to identify available data relevant to Mount Horeb's parking and transportation infrastructure. In particular, this meeting will allow the team to review existing policies and practices, including zoning, enforcement, development standards and administrative authority. Before collecting data and speaking to stakeholders, our team will seek to identify:

- What is the Village's current vision for parking?
- What purposes does parking serve today?
- What are the tensions among users' various goals?

During the kick-off meeting, our team will also confirm the exact streets and area to be included in the study, discuss and review data already collected by the Village, and identify any additional data collection needs and the strategy to collect that data. Note that we have included this meeting in Phase 1 in the schedule and budget sections.

Steering Committee Meetings

MSA will attend four (4) steering committee meetings with the intent of each meeting described below.

- **Meeting #1:** Review and refine planning process and schedule. We will also discuss issues and opportunities, and weather permitting, a walk-through portion of the redevelopment districts.
- **Meeting #2:** Review existing conditions findings and initial recommendations.

- **Meeting #3:** Public meeting summary and final recommendations.
- **Meeting #4:** Review full draft plan, including draft implementation plan.

Public Meetings and Events

Our team recognizes that the public meeting is both necessary and inadequate to solicit public input. While the RFP requests "up to two (2)" public input meetings, we suggest that only one (1) traditional public meeting is useful to this process. We recommend an open house meeting with a summary presentation of the study and recommendations, near the end of the planning process. We are most likely to get attendance and engagement if we have specific results and action steps to which people can react.

In lieu of traditional meetings earlier in the process, we recommend alternative outreach methods to solicit opinions and ideas about downtown parking, as discussed below.

Online Survey

We will administer an online survey at the beginning of the process to evaluate parking habits and usage, as well as concerns with the current parking network. We request the Village promote the survey through their normal channels, while MSA will promote through other events.

Informational Booth

We will setup is an informational booth at a public event (e.g., the Wednesday Night Live at Grundahl Park, or Farmer's Market). We will be able to discuss the project and garner feedback and input on parking needs, concerns, etc.. We will also provide them with a handout invitation to take the online survey.

Stakeholder Interviews

To help inform the project, the team will conduct up to eight (8) interviews with stakeholders, including key property owners, developers, employers, small business owners, neighborhood groups, etc. Most of the interviews will be in-person, on-site in the downtown area, though one or two may be conducted by phone if scheduling becomes difficult. Specific interviewees will be identified by Village staff and/or Steering Committee. These interviews will provide a forum to gather input on project topics, uncover potential project challenges, and convey accurate project information.

PLAN ITEM B – PARKING UTILIZATION OBSERVATIONS AND ANALYSIS

Occupancy Audits

Our team will complete a parking inventory database and maps of all public on-street spaces and off-street parking facilities (both public and private lots with 5 or more spaces) located within the study area. We will utilize any existing GIS or other Village inventory, public and private, and supplement with aerial images, existing land use information, or field observations. The database and maps should include the number of spaces and be categorized based on permits, enforcement period, special use parking restrictions, etc.

MSA will conduct the three three (3) separate one (1) week parking audits be conducted to capture a wide range and more comprehensive overview and snapshot of our parking needs/deficiencies. This can include 3-4 audits throughout the day (e.g., between 8 - 9:30 a.m., 11:30 a.m. - 1:00 p.m., 3:30 - 5:00 p.m. and potentially 6:30 - 8:00 p.m. on busier nights) during the following time period:

- i. August 2023 (prior to Labor Day, to capture summer tourism)
- ii. September (sample of a typical one week non tourism period)
- iii. October 11-13 (sample of mid-week tourism event Oct 12)

To provide a more complete inventory of parking within the study area, MSA will also audit private lots of 5 or more spaces (and excludes garages).

PLAN ITEM C – EXISTING AND FUTURE PARKING CONDITIONS, NEEDS AND RECOMMENDATIONS

Parking Needs Assessment

The analysis will focus on collecting as much existing use information as is necessary to determine current and projected parking conditions. Some of the relevant questions that we will be trying to answer during this initial analysis of Mount Horeb's existing parking conditions include:

- To what extent are parking locations being set aside for residents, commuters, visitors, shoppers, deliveries, persons with disabilities and other uses?
- What are the current gaps between supply and demand, and what future gaps are anticipated due to development and employer growth?
- There may be a difference between perceived parking availability and actual availability. Are there opportunities to improve perceived availability by helping motorists find convenient spaces?

- How can the unique parking demand during events be managed efficiently? These events may set driver's perception of parking deficits, when in reality the year-round condition is much less congested.

To answer these questions, the team will perform the following tasks, including all those outlined in the RFP and a few more we recommend:

- a. Assess the demand for parking within the study area and evaluate the demand to current inventory. Provide occupancy and turnover data. Identify areas with surplus or deficit parking.
- b. Conduct parking audit during appropriate periods of time that provides information on parking turnover and occupancy patterns of Village -owned parking lots and on-street parking (block-by-block).
- c. Project new demand based on proposed developments and assess the impact on parking.
- d. Identify and evaluate potential sites that could satisfy current and projected parking deficits. Proposed sites should identify estimated parking count and optimal configuration on the site.
- e. Examine opportunities for shared private and or public/private parking.
- f. Evaluate customer and employee parking to determine measures for improved efficiency.
- g. Examine and recommend opportunities to relocate, redesign or reuse existing parking inventory to meet existing and anticipated parking needs.
- h. Consider parking within the context of the future growth and redevelopment of downtown Mount Horeb based on existing redevelopment plan and future growth concepts.

Parking Demand and Utilization Analysis

Parking utilization rates and patterns will be analyzed to assess the capacity for the existing supply to meet current demand. The analysis will evaluate systemwide demand as well as subgroups such as public parking lots, employee spaces, identified private lots, two-hour time-limited spaces. Charts will be created to represent the dynamics of the supply and demand relationship throughout the day and by the different facility types.

Parking serves an accessibility function only when legal, convenient spaces are available. Tracking the number of available spaces at any given time is therefore the primary measure of the extent to which supply meets demand. Parking efficiency is best measured based on the consistency of available spaces — a few, but not too many, in all places at all times. For instance, with on-street parking, such a target should be 15% availability, which results in roughly 1 to 2 empty spaces on a typical block face at all times.

As part of this task we will compile a summary of anticipated new parking demand due to future business expansion and new development. This will be based on feedback from businesses regarding any employment changes anticipated, and assumptions from staff regarding the locations, type, intensity and parking demand of redevelopment projects.

Pedestrian Route Analysis (Additional Task)

Connectivity between parking locations and destinations in downtown Mount Horeb is of utmost importance. Mount Horeb is a wonderful place to walk, with many points of interest and small businesses within the downtown corridor, under a five-minute walk from each other. But any walking routes within the system that are unsafe or uncomfortable will restrict parking efficiency.

The team will evaluate how a person would access destinations from parking locations throughout the Village on foot. This will include the identification of specific barriers to walking such as incomplete or inadequate sidewalk networks, lack of street furniture, or lengthy intersection crossings. The team will identify and provide improvement recommendations for up to three (3) intersections or barriers that impact access to parking.

This task will result in:

- Location and description of any pedestrian impediments within the downtown area
- Improvement recommendations for up to three barriers

Wayfinding Signage System Review (Additional Task)

A planning-level analysis of the existing signage will be conducted to identify strengths and deficiencies in the signage system. The team will evaluate signage based on characteristics such as location, consistency, clarity, and effectiveness.

PLAN ITEM D – REVIEW AND RECOMMENDATIONS FOR PARKING MANAGEMENT STRATEGIES

Alternatives and Recommendations

This task will present and evaluate various practices and alternatives to enhance the function of the downtown parking system independent of new supply solutions. This will include both supply and demand strategies. Nelson\Nygaard is a national expert in creative, affordable solutions that take full advantage of existing parking supply and other strategies to allow for continued growth of the downtown while avoiding construction of expensive garages until absolutely necessary. The team will draw upon its experience studying and developing parking management programs around the country to identify possible solutions for Mount Horeb.

Balancing the needs of all users is essential to successful parking management. Our evaluation will offer an assessment of the impact of each practice on user satisfaction. We will consider the

following strategies, and make recommendations consistent with stakeholder feedback.

- Optimization of existing spaces, including signing, wayfinding and real-time information about parking availability.
- Pricing strategies (if applicable)
- Parking regulation, including refined minimum and maximum parking requirements, and changes to onstreet time-limits.
- Enforcement Strategies, including fine structures and enforcement schedules and techniques.
- Phased supply strategies, such as those that utilize zoning and financial incentives to maximize public/private partnering in the phased development of new parking capacity.
- Employee parking strategies, including alternatives to address the unique issues of part-time employees.
- Restriping or reconfiguration options for existing lots
- Event parking strategies to manage demand when parking needs surge for special downtown events.

This task will recommend management practices from those profiled in the preceding evaluation. Our recommendations will focus on those strategies we consider to be feasible and cost-effective in Mount Horeb, based on our own experience and the feedback from staff and stakeholders. Recommendations will address the following topics, and will include technology recommendations as appropriate.

- Pricing (if applicable)
- Time limits
- Enforcement
- Employee parking designations and management strategies
- Pedestrian route enhancements

Parking Facility Site Evaluation and Recommendations

We will identify potential sites for additional parking. These locations will be evaluated for new or expanded surface parking or parking structures. This will include:

- Review of the site geometry and ability to accommodate parking layouts efficiently;
- Summary of ownership, management, and existing uses and/or users;
- Analysis of location relative to high parking demand zones, adequacy of walking connections, competing facilities.

Finally, we will develop planning-level capital cost estimates for each facility and a simple pro forma using national or local (where available) unit costs for various facility types.

- a. Evaluate existing ordinance and recommend parking rules and regulations that support the goals and objectives of a downtown parking strategy.
- b. Identify program and policy alternatives to increase customer satisfaction and use of downtown parking.
- c. Examine and recommend zoning requirements for private

off-street parking within the Downtown Business District.

- d. Identify potential new revenues sources.
- e. Provide the Village with a policy, criteria, or guidelines to manage future requests from special interests to modify existing parking regulations.

PLAN ITEM E - IMPLEMENTATION PLAN AND BUDGET

- a. Develop an implementation matrix which outlines recommended actions, estimated time frames, costs and responsible parties. Specifically identify and highlight those actions considered “quick fixes”.
- b. Create a map of the Downtown Business District. Identify proposed parking infrastructure improvements or redevelopments and parking time limits.

PLAN ITEM F - IMPLEMENTATION STRATEGIES

A clear implementation strategy is vital to the success of this plan and Downtown Mount Horeb itself. The Village needs to be able to budget appropriately for desired improvements. More importantly, private sector investors will appreciate the clear delineation of when and how parking needs will be met relative to any downtown investments that could further increase parking demand.

Prioritization and Phasing Plan

This task will take the Recommendations of Phase 2 and phases: immediate, 2-5 years, and 5-10 years. Some projects may have a specific trigger independent of the schedule, such as redevelopment of a site – these will be noted. The phasing plan will be presented in both tabular and map format, so that the location of projects can be easily communicated. Each recommendation will be assigned a planning-level cost estimate, and these costs tallied by phase. The implementation plan will also assign responsibilities, to clarify who needs to be involved in the execution of each task.

Financing Options

In this task our team will offer financing options for the various capital projects, identifying bonding methods, public-private partnerships that utilize private funds as part of the project, and possible Village revenue sources to cover those capital costs.

DELIVERABLES

- a. Five (5) bound copies of the final plan.
- b. Digital copies of draft and final plans for public distribution.
- c. Digital copies of all maps included in the final plan.
- d. Digital presentation of final plan.

PROPOSED SCHEDULE

This schedule is flexible based on the needs of the Village and potential desire to pursue funding opportunities.

PHASE & TASK	DATE
PHASE 1: Supply and Demand Analysis	
Steering Committee Meeting #1	August 2023
Data Collection and Analysis (inclusive of parking counts)	August-October 2023
Survey and Stakeholder Interviews	September 2023
Pop Up Informational Booth	August/September 2023
Steering Committee Meeting #2	October 2023
PHASE 2: Alternatives and Recommendations	
Alternatives and Recommendations	November 2023
Public Review Meeting	November 2023
Steering Committee Meeting #3	December 2023
PHASE 3: Implementation Strategies	
Prioritization and Phasing Plan	January 2024
Financing Options	January 2024
Steering Committee Meeting #4	February 2024
Village Board (& CDA) Meeting Presentation	March 2024

COST PROPOSAL

SCOPE ITEM	HOURS	COST
Plan Item A - Stakeholder Input		
Stephen Tremlett, AICP, CNU-A	24	\$3,480
Emma Wenman, ASLA	56	\$5,320
Yusuf Tao	30	\$2,850
Plan Item B - Parking Utilization Observations and Analysis		
Emma Wenman, ASLA	44	\$4,180
Yusuf Tao	8	\$760
Plan Item C - Existing and Future Parking Conditions, Needs and Recommendations		
Stephen Tremlett, AICP, CNU-A	7	\$1,015
Emma Wenman, ASLA	28	\$2,660
Yusuf Tao	28	\$2,660
Plan Item D - Review and Recommendations for Parking Management Strategies		
Stephen Tremlett, AICP, CNU-A	8	\$1,160
Emma Wenman, ASLA	10	\$950
Yusuf Tao	20	\$1,900
Plan item E - Implementation Plan and Budget		
Stephen Tremlett, AICP, CNU-A	8	\$1,160
Emma Wenman, ASLA	16	\$1,520
Yusuf Tao	4	\$380
TOTAL		\$29,995
REIMBURSABLES		\$250

ADDITIONAL TASKS	HOURS	COST
Pedestrian Route Analysis		
Stephen Tremlett, AICP, CNU-A	4	\$435
Emma Wenman, ASLA	12	\$1,240
Yusuf Tao	12	\$1,240

*\$100/hr is cost for additional audit requests

RATE SCHEDULE 2023

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$170/hr.
Geographic Information Systems (GIS).....	\$ 90 – \$175/hr.
Housing Administration.....	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators.....	\$100 – \$120/hr.
IT Support	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems.....	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals.....	\$130 – \$145/hr.
Staff Engineers.....	\$ 70 – \$130/hr.
Technicians	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator.....	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

SIGNATURE BLOCK

Note: Please return this page with your proposal.

The undersigned, an authorized agent of his/her company, hereby certifies:

☒ the receipt of this letter to solicit bids (on this date):

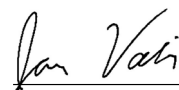
☒ familiarization with all terms, conditions, and specifications herein stated,

☒ company is qualified to perform work and services as proposed,

☒ that the proposal submitted is valid until August 31, 2023 (date).

MSA Professional Services, Inc.

Company Name



Authorized Signature

1702 Pankratz Street

Mailing Address

Jason Valerius, AICP

Printed Name

Madison, WI 53704

City, State, Zip

Senior Team Leader - Planning

Title

S-Corp

Type of Entity (S-Corp, LLC, etc.)

(608) 242-6629

Phone Number

<https://www.msa-ps.com/>

Web Site

jvalerius@msa-ps.com

Email Address

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.

A DOWNTOWN BUSINESS DISTRICT PARKING ANALYSIS AND LONG-TERM PUBLIC PARKING STRATEGY
VILLAGE OF MOUNT HOREB, WI | JULY 10, 2023



www.msa-ps.com



Professional Services Agreement

MSA Project Number: 00385010

This AGREEMENT (Agreement) is made effective July 24, 2023 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Jason Valerius

Email: jvalerius@msa-ps.com

VILLAGE OF MOUNT HOREB

Address: 138 East Main Street, Mount Horeb, WI 53572

Phone: (608) 437-6884

Representative: Nic Owen Email: nic.owen@mounthorebwi.info

Project Name: Village of Mount Horeb Downtown Business District Parking Analysis and Long-Term Public Parking Strategy

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: August 2, 2023
Approximate Completion Date: March, 2024

The lump sum fee for the work is: \$ 29,995

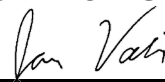
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF MOUNT HOREB

MSA PROFESSIONAL SERVICES, INC.

Nic Owen
Village Administrator
Date: _____


Jason Valerius
Senior Team Leader - Planning
Date: July 26, 2023

OWNER ATTEST:

Alyssa Gaffney
Village Clerk/Utility Manager
Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT UNDERSTANDING & SCOPE

The Village is seeking a parking analysis and plan (parking study) that will provide for current and future parking needs to ensure continued economic health of the downtown business district area. This study will include an evaluation/audit of current parking demands, analyze future parking demands, and make recommendations for the best locations for future parking facilities within the area if deemed necessary.

MSA's approach to the downtown parking study draws upon our understanding of Mount Horeb and best practices in parking management and technologies. In the subsequent List of Tasks, we have elaborated on the responsibilities as listed in the RFP and included product examples from parking studies our team recently completed. We have also added tasks we consider to be important to the study.

PLAN ITEM A – STAKEHOLDER INPUT

The team will conduct a kick-off meeting with the steering committee (includes downtown business/property owners, employers, residents and Village staff) to confirm project goals and refine the proposed work plan and schedule. This meeting will also provide an opportunity to identify available data relevant to Mount Horeb's parking and transportation infrastructure. In particular, this meeting will allow the team to review existing policies and practices, including zoning, enforcement, development standards and administrative authority. Before collecting data and speaking to stakeholders, our team will seek to identify:

- What is the Village's current vision for parking?
- What purposes does parking serve today?
- What are the tensions among users' various goals?

During the kick-off meeting, our team will also confirm the exact streets and area to be included in the study, discuss and review data already collected by the Village, and identify any additional data collection needs and the strategy to collect that data. Note that we have included this meeting in Phase 1 in the schedule and budget sections.

Steering Committee Meetings

MSA will attend four (4) steering committee meetings with the intent of each meeting described below.

- **Meeting #1:** Review and refine planning process and schedule. We will also discuss issues and opportunities, and weather permitting, a walk-through portion of the redevelopment districts.
- **Meeting #2:** Review existing conditions findings and initial recommendations.

- **Meeting #3:** Public meeting summary and final recommendations.
- **Meeting #4:** Review full draft plan, including draft implementation plan.

Public Meetings and Events

Our team recognizes that the public meeting is both necessary and inadequate to solicit public input. While the RFP requests "up to two (2)" public input meetings, we suggest that only one (1) traditional public meeting is useful to this process. We recommend an open house meeting with a summary of at least two of the parking audits. We are most likely to get attendance and engagement if we have initial results and information to which people can react.

In lieu of traditional meetings earlier in the process, we recommend alternative outreach methods to solicit opinions and ideas about downtown parking, as discussed below.

Online Survey

We will administer an online survey at the beginning of the process to evaluate parking habits and usage, as well as concerns with the current parking network. We request the Village promote the survey through their normal channels, while MSA will promote through other events.

Informational Booth

We will setup is an informational booth at a public event (e.g., the Wednesday Night Live at Grundahl Park, or Farmer's Market). We will be able to discuss the project and garner feedback and input on parking needs, concerns, etc.. We will also provide them with a handout invitation to take the online survey.

Stakeholder Interviews

To help inform the project, the team will conduct up to eight (8) interviews with stakeholders, including key property owners, developers, employers, small business owners, neighborhood groups, etc. Most of the interviews will be in-person, on-site in the downtown area, though one or two may be conducted by phone if scheduling becomes difficult. Specific interviewees will be identified by Village staff and/or Steering Committee. These interviews will provide a forum to gather input on project topics, uncover potential project challenges, and convey accurate project information.

PLAN ITEM B – PARKING UTILIZATION OBSERVATIONS AND ANALYSIS

Occupancy Audits

Our team will complete a parking inventory database and maps of all public on-street spaces and off-street parking facilities (both public and private lots with 5 or more spaces) located within the study area. We will utilize any existing GIS or other Village inventory, public and private, and supplement with aerial images, existing land use information, or field observations. The database and maps should include the number of spaces and be categorized based on permits, enforcement period, special use parking restrictions, etc.

MSA will conduct the three three (3) separate one (1) week parking audits be conducted to capture a wide range and more comprehensive overview and snapshot of our parking needs/deficiencies. This can include 3-4 audits throughout the day (e.g., between 8 - 9:30 a.m., 11:30 a.m. - 1:00 p.m., 3:30 - 5:00 p.m. and potentially 6:30 - 8:00 p.m. on busier nights) during the following time period:

- i. August 2023 (prior to Labor Day, to capture summer tourism)
- ii. September (sample of a typical one week non tourism period)
- iii. October 11-13 (sample of mid-week tourism event Oct 12)

To provide a more complete inventory of parking within the study area, MSA will also audit private lots of 5 or more spaces (and excludes garages).

PLAN ITEM C – EXISTING AND FUTURE PARKING CONDITIONS, NEEDS AND RECOMMENDATIONS

Parking Needs Assessment

The analysis will focus on collecting as much existing use information as is necessary to determine current and projected parking conditions. Some of the relevant questions that we will be trying to answer during this initial analysis of Mount Horeb's existing parking conditions include:

- To what extent are parking locations being set aside for residents, commuters, visitors, shoppers, deliveries, persons with disabilities and other uses?
- What are the current gaps between supply and demand, and what future gaps are anticipated due to development and employer growth?
- There may be a difference between perceived parking availability and actual availability. Are there opportunities to improve perceived availability by helping motorists find convenient spaces?

- How can the unique parking demand during events be managed efficiently? These events may set driver's perception of parking deficits, when in reality the year-round condition is much less congested.

To answer these questions, the team will perform the following tasks, including all those outlined in the RFP and a few more we recommend:

- a. Assess the demand for parking within the study area and evaluate the demand to current inventory. Provide occupancy and turnover data. Identify areas with surplus or deficit parking.
- b. Conduct parking audit during appropriate periods of time that provides information on parking turnover and occupancy patterns of Village -owned parking lots and on-street parking (block-by-block).
- c. Project new demand based on proposed developments and assess the impact on parking.
- d. Identify and evaluate potential sites that could satisfy current and projected parking deficits. Proposed sites should identify estimated parking count and optimal configuration on the site.
- e. Examine opportunities for shared private and or public/private parking.
- f. Evaluate customer and employee parking to determine measures for improved efficiency.
- g. Examine and recommend opportunities to relocate, redesign or reuse existing parking inventory to meet existing and anticipated parking needs.
- h. Consider parking within the context of the future growth and redevelopment of downtown Mount Horeb based on existing redevelopment plan and future growth concepts.

Parking Demand and Utilization Analysis

Parking utilization rates and patterns will be analyzed to assess the capacity for the existing supply to meet current demand. The analysis will evaluate systemwide demand as well as subgroups such as public parking lots, employee spaces, identified private lots, two-hour time-limited spaces. Charts will be created to represent the dynamics of the supply and demand relationship throughout the day and by the different facility types.

Parking serves an accessibility function only when legal, convenient spaces are available. Tracking the number of available spaces at any given time is therefore the primary measure of the extent to which supply meets demand. Parking efficiency is best measured based on the consistency of available spaces — a few, but not too many, in all places at all times. For instance, with on-street parking, such a target should be 15% availability, which results in roughly 1 to 2 empty spaces on a typical block face at all times.

As part of this task we will compile a summary of anticipated new parking demand due to future business expansion and new development. This will be based on feedback from businesses regarding any employment changes anticipated, and assumptions from staff regarding the locations, type, intensity and parking demand of redevelopment projects.

PLAN ITEM D – REVIEW AND RECOMMENDATIONS FOR PARKING MANAGEMENT STRATEGIES

Alternatives and Recommendations

This task will present and evaluate various practices and alternatives to enhance the function of the downtown parking system independent of new supply solutions. This will include both supply and demand strategies. The team will draw upon its experience studying and developing parking management programs around the country to identify possible solutions for Mount Horeb.

Balancing the needs of all users is essential to successful parking management. Our evaluation will offer an assessment of the impact of each practice on user satisfaction. We will consider the following strategies, and make recommendations consistent with stakeholder feedback.

- Optimization of existing spaces, including signing, wayfinding

and real-time information about parking availability.

- Pricing strategies (if applicable)
- Parking regulation, including refined minimum and maximum parking requirements, and changes to onstreet time-limits.
- Enforcement Strategies, including fine structures and enforcement schedules and techniques.
- Phased supply strategies, such as those that utilize zoning and financial incentives to maximize public/private partnering in the phased development of new parking capacity.
- Employee parking strategies, including alternatives to address the unique issues of part-time employees.
- Restriping or reconfiguration options for existing lots
- Event parking strategies to manage demand when parking needs surge for special downtown events.

This task will recommend management practices from those profiled in the preceding evaluation. Our recommendations will focus on those strategies we consider to be feasible and cost-effective in Mount Horeb, based on our own experience and the feedback from staff and stakeholders. Recommendations will address the following topics, and will include technology recommendations as appropriate.

- Pricing (if applicable)
- Time limits
- Enforcement
- Employee parking designations and management strategies
- Pedestrian route enhancements

Parking Facility Site Evaluation and Recommendations

We will identify potential sites for additional parking. These locations will be evaluated for new or expanded surface parking or parking structures. This will include:

- Review of the site geometry and ability to accommodate parking layouts efficiently;
- Summary of ownership, management, and existing uses and/or users;
- Analysis of location relative to high parking demand zones, adequacy of walking connections, competing facilities.

Finally, we will develop planning-level capital cost estimates for each facility and a simple pro forma using national or local (where available) unit costs for various facility types.

- Evaluate existing ordinance and recommend parking rules and regulations that support the goals and objectives of a downtown parking strategy.
- Identify program and policy alternatives to increase customer satisfaction and use of downtown parking.
- Examine and recommend zoning requirements for private off-street parking within the Downtown Business District.
- Identify potential new revenues sources.
- Provide the Village with a policy, criteria, or guidelines to

manage future requests from special interests to modify existing parking regulations.

PLAN ITEM E - IMPLEMENTATION PLAN AND BUDGET

- Develop an implementation matrix which outlines recommended actions, estimated time frames, costs and responsible parties. Specifically identify and highlight those actions considered “quick fixes”.
- Create a map of the Downtown Business District. Identify proposed parking infrastructure improvements or redevelopments and parking time limits.

PLAN ITEM F - IMPLEMENTATION STRATEGIES

A clear implementation strategy is vital to the success of this plan and Downtown Mount Horeb itself. The Village needs to be able to budget appropriately for desired improvements. More importantly, private sector investors will appreciate the clear delineation of when and how parking needs will be met relative to any downtown investments that could further increase parking demand.

Prioritization and Phasing Plan

This task will take the Recommendations of Phase 2 and phases: immediate, 2-5 years, and 5-10 years. Some projects may have a

specific trigger independent of the schedule, such as redevelopment of a site – these will be noted. The phasing plan will be presented in both tabular and map format, so that the location of projects can be easily communicated. Each recommendation will be assigned a planning-level cost estimate, and these costs tallied by phase. The implementation plan will also assign responsibilities, to clarify who needs to be involved in the execution of each task.

Financing Options

In this task our team will offer financing options for the various capital projects, identifying bonding methods, public-private partnerships that utilize private funds as part of the project, and possible Village revenue sources to cover those capital costs.

DELIVERABLES

- Five (5) bound copies of the final plan.
- Digital copies of draft and final plans for public distribution.
- Digital copies of all maps included in the final plan.
- Digital presentation of final plan.

PROPOSED SCHEDULE

This schedule is flexible based on the needs of the Village and potential desire to pursue funding opportunities.

PHASE & TASK	DATE
PHASE 1: Supply and Demand Analysis	
Steering Committee Meeting #1	August 2023
Data Collection and Analysis (inclusive of parking counts)	August-October 2023
Survey and Stakeholder Interviews	September 2023
Public Review Meeting	September 2023
Steering Committee Meeting #2	October 2023
PHASE 2: Alternatives and Recommendations	
Alternatives and Recommendations	November 2023
Pop Up Informational Booth	November 2023
Steering Committee Meeting #3	December 2023
PHASE 3: Implementation Strategies	
Prioritization and Phasing Plan	January 2024
Financing Options	January 2024
Steering Committee Meeting #4	February 2024
Village Board (& CDA) Meeting Presentation	March 2024



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 6.c

Consideration: Design Plan for Grundahl Park

BACKGROUND

The Parks, Recreation and Forestry Commission (PRF) has been working with MSA for the last several months on developing design plans for Grundahl Park and Grandma Fosters Park. The process consisted of evaluating the current conditions in each park, meeting with stakeholder groups to seek input and meeting with staff to refine the design options into the final plan.

The plans include cost estimates and phasing options to allow the improvements to be spread out over multiple years if desired. Approval of the design plan does not commit to completion of the work or the phases detailed in the timeline, it is simply saying we approve this is a good path for updating the park. PRF is recommending approval of the Grundahl Park design but will be looking at alternatives for Grandma Fosters Park at their next meeting.

RECOMMENDATION

ATTACHMENTS

1. 00385009_Master Plans Phasing Estimate_Grundhal
2. 00385009_PPT Mt Horeb Committee Meeting

Mount Horeb Parks Master Plan
PHASE 3 - ESTIMATE OF PROBABLE COST
VILLAGE OF MOUNT HOREB, WI
GRUNDAHL PARK

ESTIMATE YEAR:

2023

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
2	New Restroom/Kitchen/Shelter Facility (4,500 SF)	1	LS	\$650,000	\$650,000
3	Existing Octagonal Shelter Improvements	1	LS	\$100,000	\$100,000
5	6' Benches	5	EA	\$2,000	\$10,000
6	Trash Cans	2	EA	\$1,500	\$3,000
7	Bike Racks	5	EA	\$500	\$2,500
8	6' Picnic Tables	4	EA	\$2,000	\$8,000
9	Concrete Park Path - 5' + 10' + Pads (est.)	3,500	SF	\$10	\$35,000
14	Pickleball Courts	2	EA	\$60,000	\$120,000
17	Earthwork (est.)	1	LS	\$10,000	\$10,000
18	Landscaping (est.)	100	SF	\$8	\$800
19	Site Restoration - Lawn	500	SY	\$3	\$1,500
20	Stormwater Areas	500	SF	\$8	\$4,000
22	Trees	9	EA	\$500	\$4,500
24	Upgrade Electrical Service (est.)	1	LS	\$9,000	\$9,000
25	Water Service (est.)	1	LS	\$4,000	\$4,000
26	Sanitary Sewer (est.)	1	LS	\$5,000	\$5,000
27	Storm Sewer (est.)	1	LS	\$20,000	\$20,000
28	Erosion Control	1	LS	\$5,000	\$5,000
29	General Conditions/Mobilization (8%)	1	LS	\$80,000	\$80,000
CONSTRUCTION SUBTOTAL					\$1,073,000
Contingency 10%					\$108,000
Design Engineering & Bidding 6%					\$65,000
Construction Administration 6%					\$65,000
TOTAL COST:					\$1,311,000

2030 \$1,540,425

ESTIMATE YEAR:

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Multi-Use Event Building (20,000 SF)	1	LS	\$4,500,000	\$4,500,000
9	Concrete Park Path - 5' + 10' + Pads (est.)	1,000	SF	\$10	\$10,000
10	Asphalt Path - 10'	11,000	SF	\$8	\$88,000
17	Earthwork (est.)	1	LS	\$50,000	\$50,000
18	Landscaping (est.)	450	SF	\$8	\$3,600
19	Site Restoration - Lawn	2,075	SY	\$3	\$6,225
21	Native Areas - seeding and maintenance (est.)	4,000	SY	\$4	\$16,000
20	Stormwater Areas	500	SF	\$8	\$4,000
24	Upgrade Electrical Service (est.)	1	LS	\$9,000	\$9,000
25	Water Service (est.)	1	LS	\$6,000	\$6,000
26	Sanitary Sewer (est.)	1	LS	\$10,000	\$10,000
27	Storm Sewer (est.)	1	LS	\$20,000	\$20,000
28	Erosion Control	1	LS	\$8,000	\$8,000
29	General Conditions/Mobilization (8%)	1	LS	\$379,000	\$379,000
CONSTRUCTION SUBTOTAL					\$5,110,000
Contingency 10%					\$511,000
Design Engineering & Bidding 6%					\$307,000
Construction Administration 6%					\$307,000
TOTAL COST:					\$6,235,000
2035					\$8,105,500

Phased Costs with Inflation (2.5% per year)			
Phase 1	2025	\$	962,850
Phase 2	2027	\$	1,153,900
Phase 3	2030	\$	1,540,425
Phase 4	2035	\$	8,105,500
TOTAL COST OF ALL PHASES WITH INFLATION			\$ 11,762,675



PAKS & RECREATION COMMITTEE MEETING

GRANDMA FOSTER + GRUNDAHL PARK

July 25th, 2023



Grandma Foster Park

CHARACTER IMAGERY

Village of Mount Horeb, Wisconsin
March 27th, 2023



AMENITIES

Open-Air Shelter



Wayfinding Sign



Grand Entrance Stairs



ACTIVITIES

Troll Play Feature (Earthscape)



Sensory Play



Wayfinding - Troll Footprints



Plaza - Pavement Pattern



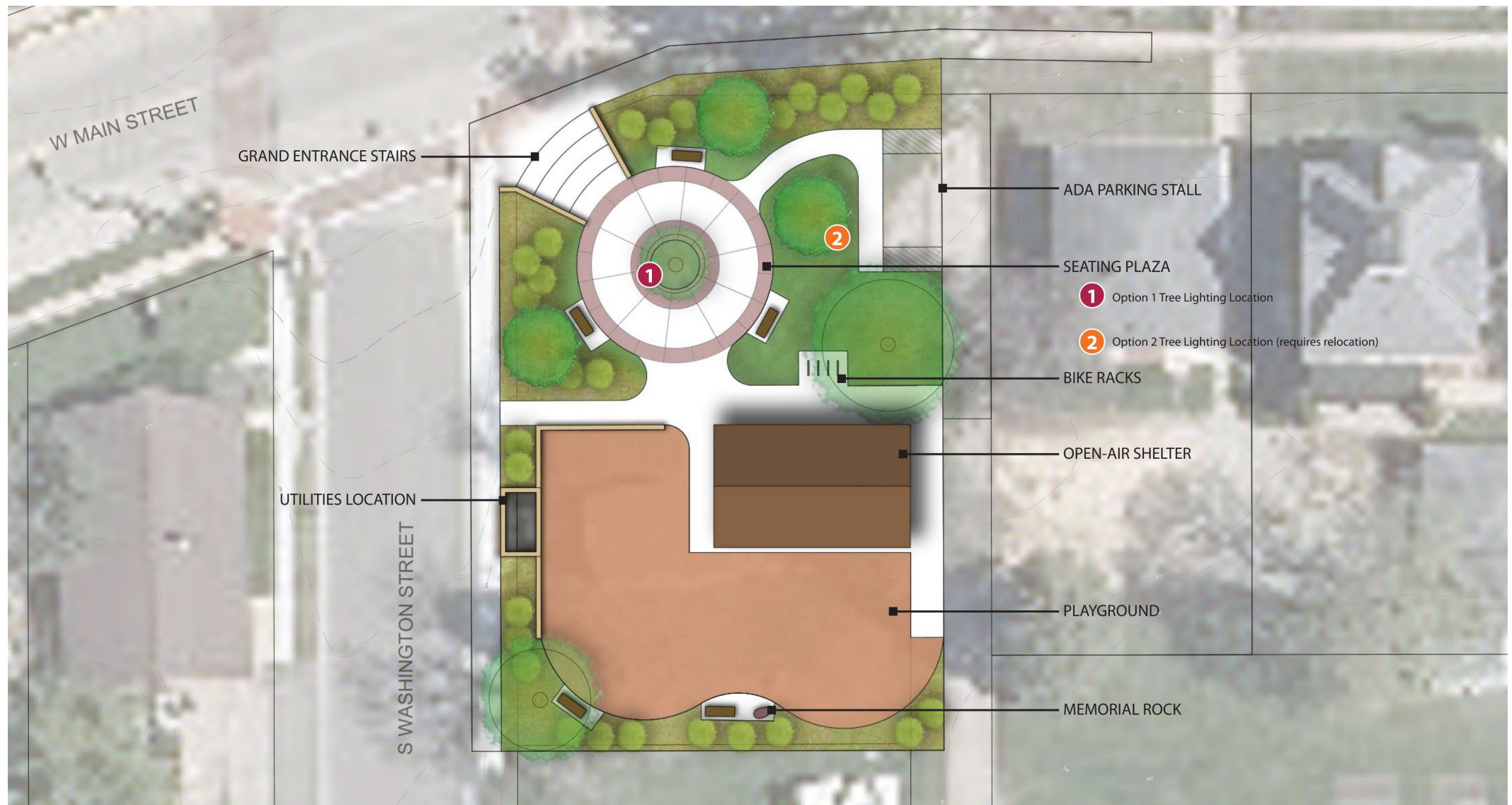
Traditional Play



Plantings



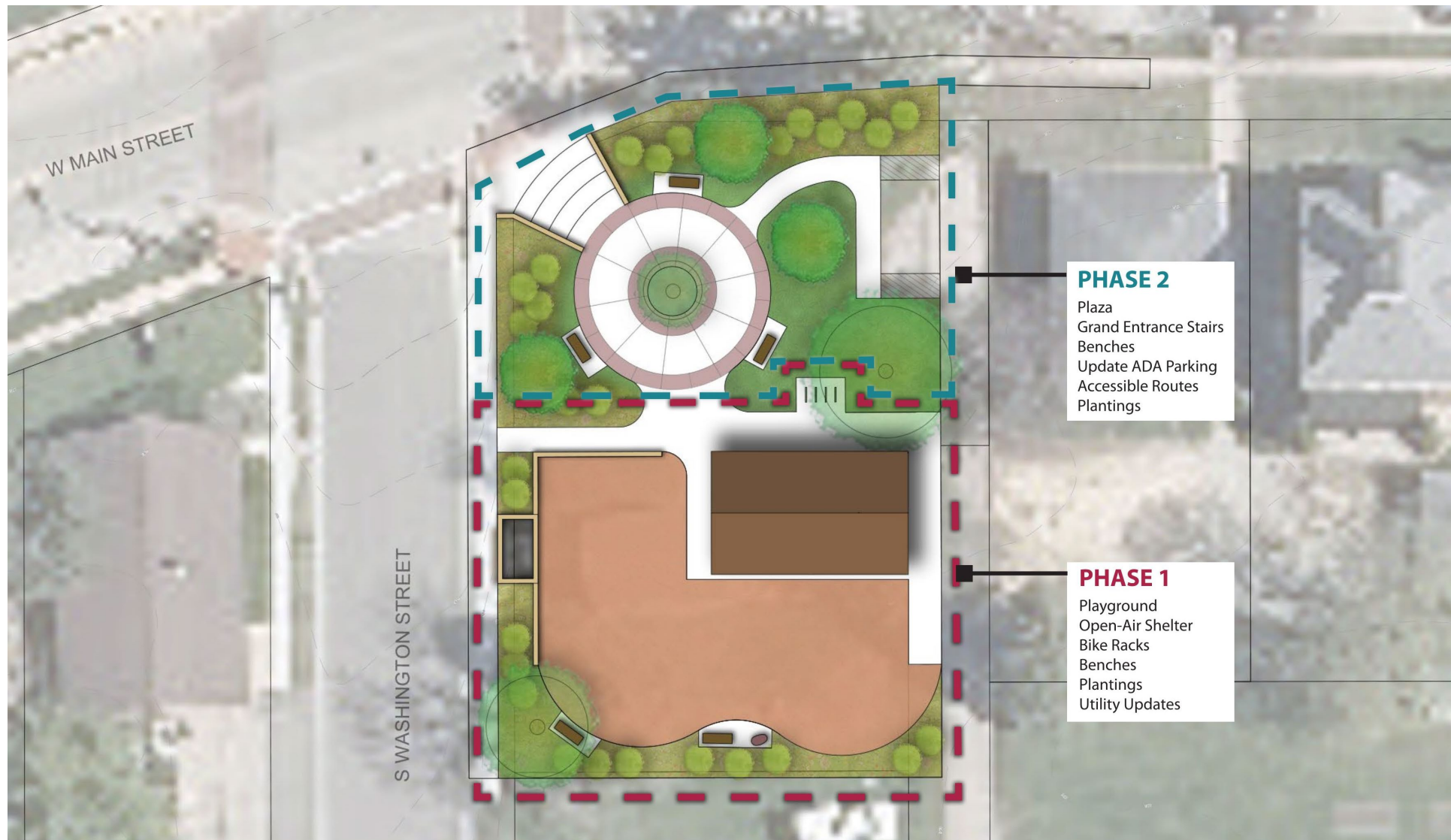
EXPERIENCE



Master Plan

LEGEND





Phasing Plan

TO FRONT STREET


LEGEND



SCALE
 0 5' 10' 20'



STRUCTURES + SPACE

Multi-Use Event and Programming Space



Wednesday Night Live Concert Series



ACTIVITIES

Pickleball Courts



Basketball Courts



3-Season Park Shelter



Native Plantings



Playground



Octagonal Shelter (Existing)



Sledding Hill



PLACES

Batting Cages



Master Plan

LEGEND



Proposed Tree



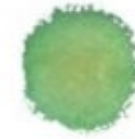
Existing Tree

- 1 Maintain Ex. Parking, New Sidewalk (25 stalls)
- 2 Announcer Booth Addition
- 3 Dugout Improvements
- 4 Field Improvements
- 5 Batting Cages (2)
- 6 Pickleball Courts (2)
- 7 Stormwater Area
- 8 Basketball Court (1)
- 9 Playground (5,800 SF)
- 10 Maintain Existing Shelter
- 11 Maintain Ex. Parking (56 stalls - 2 ADA)
- 12 Expand Parking (19 stalls - 1 ADA)
- 13 Multi-Use Event Building
- 14 New Shelter, Restrooms and Kitchen
- 15 Native Plantings
- 16 Regrade for Open Field Space
- 17 Maintain Community Stage
- 18 Angled Parking (11 stalls - 1 ADA)



PHASE 1

LEGEND



Proposed Tree



Existing Tree

PHASE 1

Playground

1

Basketball Court

2

Existing Shelter Structural
Analysis (Octagonal)

3

Baseball Improvements
Phase #1

4

PHASE 2

Batting Cages

Baseball Improvements
Phase #2

Accessible Routes and
Parking

PHASE 3

Community Stage Updates

Existing Shelter Updates
(Octagonal)

Pickleball Courts

Restroom/Kitchen/Shelter
Facility

PHASE 4

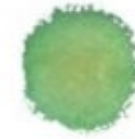
Multi-Purpose Building

Field Space Renovation



PHASE 2

LEGEND



Proposed Tree



Existing Tree

PHASE 1

Playground

Basketball Court

Existing Shelter Structural
Analysis (Octagonal)

Baseball Improvements
Phase #1

PHASE 2

Batting Cages **1**

Baseball Improvements
Phase #2 **2**

Accessible Routes **3**

Parking Additions **4**

PHASE 3

Community Stage Updates

Existing Shelter Updates
(Octagonal)

Pickleball Courts

Restroom/Kitchen/Shelter
Facility

PHASE 4

Multi-Purpose Building

Field Space Renovation



Phase 3

LEGEND



PHASE 1

- Playground
- Basketball Court
- Existing Shelter Structural Analysis (Octagonal)
- Baseball Improvements Phase #1

PHASE 2

- Batting Cages
- Baseball Improvements Phase #2
- Accessible Routes and Parking

PHASE 3

- Community Stage Updates ①
- Existing Shelter Updates (Octagonal) ②
- Pickleball Courts ③
- Restroom/Kitchen/Shelter Facility ④

- ### PHASE 4
- Multi-Purpose Building
 - Field Space Renovation



Phase 4

LEGEND



Proposed Tree



Existing Tree

PHASE 1

Playground

Basketball Court

Existing Shelter Structural
Analysis (Octagonal)

Baseball Improvements
Phase #1

PHASE 2

Batting Cages

Baseball Improvements
Phase #2

Accessible Routes and
Parking

PHASE 3

Community Stage Updates

Existing Shelter Updates
(Octagonal)

Pickleball Courts

Restroom/Kitchen/Shelter
Facility

PHASE 4

Multi-Purpose Building ①

Field Space Renovation ②

Native Plantings ③





Discussion - Questions – Comments

GRANDMA FOSTER + GRUNDAHL PARK

July 25th, 2023





AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 6.d

Consideration of Award of Bid for Refuse and Recycling Collection

BACKGROUND

RECOMMENDATION

We received 4 bids for refuse and recycling collection. The bid tabulation sheet and the full bids are included in your packet for your review. The two lowest bids for residential collection are Pelliteri and LRS; Pelliteri is lower for the first three years of the 5-year contract, LRS is lower for the last two. Looking strictly at the per household rate, Pelliteri has a slight edge in price over the 5 years of the contract. Pelliteri does not have a fuel surcharge; LRS' does, but it does not kick in until diesel reaches \$4.00 per gallon. Currently, AAA lists the average price for diesel in Wisconsin at \$3.644 per gallon. A year ago, diesel was \$5.524 per gallon. The cost for special event container service appears to be comparable for both companies.

ATTACHMENTS

1. Refuse and Recycle Bid Tab
2. GFL ENVIRONMENTAL RFP
3. LRS RFP
4. PELLITTERI RFP
5. WASTE MANAGEMENT RFP

2024 Refuse and Recycling Bids

Contractor	Refuse	EOW	Recycling Weekly	Total
GFL Environmental				
2-year	No Bid	No Bid		No Bid
5year	2024 \$10.60	\$6.90	\$10.13	\$17.50/20.73
	2025 *	*	*	*
	2026 *	*	*	*
	2027 *	*	*	*
	2028 *	*	*	*
*Rates increase annually by 100% of annual Consumer Price Index (CPI-U, All Items: Midwest) but, shall not be less than 3% or 8% Fuel Surcharge: No				
<u>SPECIAL EVENTS AND SERVICES.</u>				
	Refuse Containers (30 yd min., placed, removed)			\$275.00 /unit
	Refuse Containers (disposal, if not included above)			\$55.00 /ton
	Recycling Containers (placed, removed, processed)			\$400.00
LRS (Lake Shore Recycling Services)				
2-year	No Bid	No Bid		No Bid
5year	2024 \$11.36		\$3.79	\$15.15
	2025 \$11.71		\$3.90	\$15.61
	2026 \$12.05		\$4.02	\$16.07
	2027 \$12.41		\$4.14	\$16.55
	2028 \$12.79		\$4.26	\$17.05
Fuel Surcharge: Yes				
<u>SPECIAL EVENTS AND SERVICES.</u>				
	Refuse Containers (30 yd min., placed, removed)			\$320.00 /haul
	Refuse Containers (disposal, if not included above)			\$70.00 /ton
	Recycling Containers (placed, removed, processed)			market

Waste Management				
2-year	2024	\$11.00	\$5.15	\$16.15
	2025	\$11.55	\$5.40	\$16.95
5year	2024	\$10.70	\$5.00	\$15.70
	2025	\$11.23	\$5.25	\$16.48
	2026	\$11.79	\$5.51	\$17.30
	2027	\$12.38	\$5.79	\$18.17
	2028	\$13.00	\$6.08	\$19.08
Fuel Surcharge: no				
Spring fall cleanup: 4 30 yd annually at no charge				
<u>SPECIAL EVENTS AND SERVICES.</u>				
Refuse Containers (30 yd min., placed, removed)			\$185.00 /unit	
Refuse Containers (disposal, if not included above)			\$65.00 /ton	
Recycling Containers (placed, removed, processed)			\$185.00	
Pellitteri				
2-year	No Bid		No Bid	
5year	2024	\$10.00	\$5.00	\$15.00
	2025	\$10.35	\$5.17	\$15.52
	2026	\$10.71	\$5.35	\$16.06
	2027	\$11.09	\$5.54	\$16.63
	2028	\$11.48	\$5.73	\$17.21
Fuel Surcharge: NO				
<u>SPECIAL EVENTS AND SERVICES.</u>				
Refuse Containers (30 yd min., placed, removed)			\$100 delivery/\$280 /haul	
Refuse Containers (disposal, if not included above)			\$50.00 /ton	
Recycling Containers (placed, removed, processed)			\$100 deliver/\$266 /haul	
			plus market based disposal	

REQUEST FOR PROPOSAL

REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL

FOR THE VILLAGE OF MOUNT HOREB

Submitted By: GFL Environmental
(Company Name)

Contact Information: Jason Johnson
(Name)

262.893.9156
(Telephone Number)

j.johnson@gflenv.com
(E-mail address of contact)

***Please attach Pages 3 and 4 PROPOSED FEE SCHEDULE and Pages 17 and 18
PERFORMANCE BOND to this cover sheet when submitting proposal.***

CONTRACTOR'S BID

BID OPTION A – Contract Term of January 2024 through December 2025

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	<u>NO BID</u>	<u>NO BID</u>	<u>NO BID</u>
2025	<u>NO BID</u>	<u>NO BID</u>	<u>NO BID</u>

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ <u>NO BID</u> /unit
Refuse Containers (disposal, if not included above)	\$ <u>NO BID</u> /ton
Recycling Containers (placed, removed, processed)	\$ <u>NO BID</u>

BID OPTION B - Contract Term of January 2024 through December 2028

YEAR	REFUSE RATE	RECYCLABLES RATE EOW/WKLY	TOTAL PER MONTH PER UNIT EOW/WKLY
2024	<u>\$10.60</u>	<u>\$6.90/\$10.13</u>	<u>\$17.50/\$20.73</u>
2025	<u>*</u>	<u>*</u>	<u> </u>
2026	<u>*</u>	<u>*</u>	<u> </u>
2027	<u>*</u>	<u>*</u>	<u> </u>
2028	<u>*</u>	<u>*</u>	<u> </u>

*Rates increase annually by 100% of annual Consumer Price Index (CPI-U, All Items: Midwest), but shall not be less than 3% or greater than 8%

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ <u>275</u> /unit
Refuse Containers (disposal, if not included above)	\$ <u>55</u> /ton
Recycling Containers (placed, removed, processed)	\$ <u>400</u>

FOR EITHER BID OPTION A OR BID OPTION B, GARBAGE WILL BE LANDFILLED AT THE FOLLOWING DISPOSAL SITE:

GFL Glacier Ridge Landfill located at N7296 County Rd V, Horicon, WI

PROPOSAL SUBMITTED BY: Jason Johnson

CONTRACTOR GFL Environmental

GFL Environmental

Date: 18 July 2023

Company Name

Jason Johnson

Company Designee

Government Contract Manager

Title

Attest:

Signature

Date: 18 Jul 2023

Title



Village of Mt. Horeb
Attn: Village Administrator
138 E Main St
Mt. Horeb, WI 53572

Dear Mr. Owen:

Although it is not something you think about every day, waste and recycling collection is an important part of the community's image. And when done correctly, by the right vendor, environmental service is something you should rarely have to spend time worrying about.

GFL Environmental thanks you for the opportunity to provide a proposal for refuse disposal and recycling services for the Village of Mt. Horeb. We know that your most pressing waste-related issues include reliable, efficient and economical service and minimal costs for residents.

We look forward to the opportunity to provide waste and recycling services to all the residents of your community.

As always, our goal is to continue to ensure you will rarely have to concentrate on waste removal services and can stay focused on meeting other important objectives.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Johnson', with a long horizontal line extending to the right.

Jason Johnson
Manager, Municipal Markets-SE Wisconsin

GFL Environmental & Village of Mt. Horeb: A New Partnership

PRESENTED TO:
Village of Mt. Horeb

PRESENTED BY:
Jason Johnson
GFL Environmental



WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC



About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the Village of Mt. Horeb.

As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacities. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to provide you with prompt, dependable, and cost-effective waste services.

WHAT WE DO

SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

gflenv.com

WHAT WE DO

LIQUID WASTE SERVICES

- Automotive fluid services
- Vacuum truck services for wastewater treatment plants
- Hazardous waste management
- Emergency response and site remediation
- Specialized services and industrial cleaning



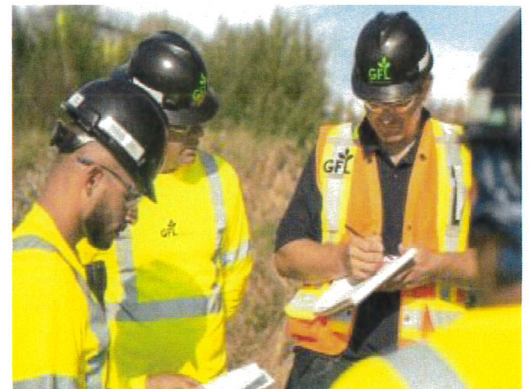
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gflenv.com

WHAT WE DO

INFRASTRUCTURE SERVICES

- Excavation
- Shoring and foundations
- Demolition
- Civil
- Construction waste disposal
- Soil remediation



Green Today. Green For Life.

gflenv.com

SAFETY AND COMPLIANCE

GREEN FOR LIFE. SAFE FOR LIFE.



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

gflenv.com

Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our prime objectives. With GFL Environmental as your provider, the Village of Mt. Horeb can have a high comfort level that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take a proactive approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- GPS Systems and 2-way radios
- The Smith System – driver program on equipment operation
- Weekly safety meetings and program awareness
- Safety promotions and rewards

GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your municipality and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider against another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the Village of Mt. Horeb.

Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing back into the communities where we operate.

Our offices and our employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method collections and improve upon service efficiencies.

We are experts at identifying ways to improve our customer's programs. We propose to implement the following:

- Provide all eligible households with new 95gal carts for waste and recycling
- MSW disposal at the GFL Glacier Ridge Landfill located on County V in Horicon; recycling processing and transfer at the GFL Waunakee Material Recovery Facility (MRF) and Transfer Station located in Waunakee, Wisconsin
- Trash collection provided weekly
- Options for recycling collection are bi-weekly and weekly

TRASH SERVICES

1. **GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. **Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and will be emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**
2. **Services will be provided on a weekly basis**
3. **For households that require additional carts, the charge shall be the same rate charged to the Village, but shall be charged as an annual fee and charged directly to the Household Unit**

RECYCLING SERVICES

1. **GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. **Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**

2. Services will be provided on an every-other-week (EOW) basis
 - a. Option for weekly collection
3. Recycling services will be “single-stream” recycling.
 - a. Resident will place all recyclable materials into the recycling cart for collection
 - i. Plastic containers, glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.
4. For households that require additional carts, the charge shall be the same rate charged to the Village, but shall be charged as an annual fee and charged directly to the Household Unit

BULK SERVICES

1. GFL Environmental shall perform monthly Bulky Waste Collection Event to an eligible Household Units in the Village as requested and compensated
 - a. Resident shall contact GFL directly to arrange service and payment
 - b. Trip Charge as follows:
 - i. \$75 for the first item
 - ii. \$35 for additional items, limit of 4 per Household Unit
2. Resident shall provide GFL payment in full for the items to be collected
 - a. Any additional items shall not be collected by GFL
3. Material accepted:
 - a. Furniture, including, but not limited to:
 - i. Couches, Chairs, Tables, Cabinets
 - ii. Mattresses/Box-spring
 - b. General Household Debris
 - i. Carpeting, Countertops, cabinets, doors, windows, etc.
 1. Carpeting shall be rolled and tied, not exceed 6ft in length or 12inches in diameter
 2. Countertops shall be no wider than 3ft and less than 6ft in length
 - c. Other items too large to fit into cart

d. Materials must be WI-landfill eligible

4. Materials EXCLUDED from bulky waste collection

a. Appliances

b. Tires

c. Automotive and Marine batteries

d. Electronic items (TVs, DVD players, VCRs, stereos, computer equipment, office equipment, etc.)

ADDITIONAL SERVICES

- 1. GFL shall provide weekly collection to the containers located in the Downtown areas at no additional cost to the Village**
- 2. GFL shall provided 30yd services as requested by the Village per the pricing provided.**

ADDITIONAL INFORMATION

CUSTOMER SERVICE PROGRAM/CONTRACT MANAGEMENT

- 1. GFL Environmental Customer Care Center**
 - a. Located in Waunakee, Wisconsin**
 - i. No longer a “centralized call center” in Milwaukee, Arizona, or other location**
 - ii. With Customer Care Representatives (CCR) being local to the area and at the hauling site, GFL is able ensure the teamwork and education provided to the Village and its residents is accurate, timely, and efficient**
 - b. GFL Corporate is committed to “non-centralized” Call Centers, to provide a better Customer Experience than what happens at most centralized centers with long hold times, inaccurate information, etc.**

FACILITIES INFORMATION

- 1. Solid Waste Disposal**
 - a. GFL Glacier Ridge Landfill located at N7296 County V, Horicon**
 - i. GFL owns their own landfills, ensuring the Village will always have disposal available**
- 2. Recycling Processing**
 - a. GFL Recycling MRF and Transfer Station located at 300 Raemisch Road, Waunakee, WI**
 - i. Recyclables collected in the Village will be hauled to this location for processing and initial sorting**
 - b. The remaining materials will be then shipped to GFL Horicon Recycling MRF located in Horicon, Wisconsin**

CART INFORMATION

1. **Carts will be purchased from Schaefer**
 - a. **95gal is the preferred and recommended size, due to the rigidity of recyclables (boxes, laundry jugs, etc.)**
 - b. **Carts will have a 10yr warranty**
2. **Carts will be delivered/maintained on a weekly basis to residents**
 - a. **Contractor can also provide a small inventory to the Village as an alternative**
3. **See Addendum for additional Cart Specs**

FLEET INFORMATION

1. **GFL will have two (2) dedicated trucks for the services performed in Mt. Horeb**
 - a. **2023 Peterbuilt Chassis with McNeilus Bodies**
 - b. **The trucks are automated side-loaders**
2. **Trucks are equipped with DriveCam, GPS and 2way radios**

CURRENT REFERENCES

Town of Fulton

City of Fort Atkinson

Town of Milford

Town of Aztalan

Town of Sullivan

Town of Christiana

Plus, an additional 20 municipalities in SE Wisconsin

Organization/Service Plan

GFL will provide the following support staff to service this contract:

Jason Johnson, Regional Government Contract Manager

Mr. Johnson has been in the waste industry since 2002 and has worked in his current role since 2010 with Veolia, Advanced Disposal and now GFL. He will be your point of contact for all issues regarding the performance and administration

of the services and contract. Mr. Johnson worked hand in hand with the Village in organizing trash collection converting from private hauling to “organized hauling” in 2012.

Sara Holmes, General Manager

Ms. Holmes has been in the waste industry for 25+ years. Her experience ranges from Office Manager, Operations Manager and now and now General Manager. Ms. Holmes has been the Operations Manager for the last four years, and has recently been promoted to General Manager based on her success and dedication so service and safety.

In terms of Customer Care, GFL will have a Customer Care Center located at its Waunakee division to handle all questions or service issues for residents. We know that local service is important, and eliminates long wait times, confusion on services, and unfamiliarity with the service area. In addition, in late 2023 GFL will be providing an online service and app for residents to report missed pickups, check route information or schedule services.

If awarded this contract, GFL will provide all residents with a brochure that lists all the collection information, schedules, FAQ sheet, recycling guidelines, and space for other information pertinent to the transition. GFL will work with the Staff to address all educational needs to ensure any transition is as smooth as possible.

CART INFORMATION

BODY / BAR

- Non-slip, textured finish on corners for grabber traction
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body
- Rotating retention bar for less stress on cart body
- Integrated, reinforced upper attachment for semi-automated lifters

UPPER ATTACHMENT

- Integrated, reinforced upper attachment for semi-automated lifters
- Highly durable, in-molded bar supports
- Meets all ANSI standards
- Solid lid axle with a robust 3-point attachment

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment

- Overlapping lid design with integral moisture barrier lip
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic lift handles for easy opening
- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Quick Release Wheels

WHEELS & AXLES

- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings
- Rubber wheels are optional
- Dual 3/8" wear strip for longer life

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life

Specifications

USD 95Q

- 1 Total Height 43.2"
- 2 Body Height 40.7"
- 3 Width 28"
- 4 Depth 32.1"
- 5 Wheel Diameter 10" or 12"
- 6 Load Rating 333 lbs.
- ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified.



VILLAGE OF MOUNT HOREB

138 E. MAIN STREET, MOUNT HOREB, WI 53572

**REQUEST FOR PROPOSALS
REFUSE AND RECYCLABLES COLLECTION,
PROCESSING, AND DISPOSAL**

SUBMITTED BY:



**SUSAN MALMANGER
608.580.0580**

1015 FEMRITE DRIVE, MONONA, WI 53716

REQUEST FOR PROPOSAL

REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL

FOR THE VILLAGE OF MOUNT HOREB

Submitted By: LRS (Lakeshore Recycling Systems)
(Company Name)
Contact Information: Susan Malmanger
(Name)
608-580-0580
(Telephone Number)
smalmanger@LRSrecycles.com
(E-mail address of contact)

***Please attach Pages 3 and 4 PROPOSED FEE SCHEDULE and Pages 17 and 18
PERFORMANCE BOND to this cover sheet when submitting proposal.***

July 21, 2023

Village of Mount Horeb
138 E. Main Street
Mount Horeb, WI 53572

RE: REQUEST FOR PROPOSAL REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL

Dear Village Administrator,

On behalf of LRS, thank you for the opportunity to submit the following proposal for the Village of Mount Horeb. LRS has reviewed the proposal request and we are well prepared to provide the services requested.

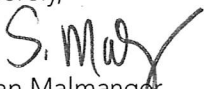
As one of the largest privately-held waste and recycling service providers in the country, our team offers hundreds of years of combined industry experience and unique municipal service programs throughout southern Wisconsin and northern Illinois. We are confident our proposal will demonstrate why LRS is the best partner for Village of Mount Horeb.

LRS acquired Badgerland Disposal (Milton, WI) in 2017 and Royal Container Service (Monona, WI) in 2018. In 2019, we introduced portable restroom rentals to the Wisconsin area which has provided the market with an additional portable restroom company. We merged these companies together and have successfully grown our business to be the exclusive partner for over 200 municipalities, both large and small, across the country.

We have broadened our local foothold within the southern Wisconsin community with the expansion of our current DeForest location. This facility has a single-stream sorting line added onto the existing MSW sorting capabilities. This combination increases competition and provides the necessary recycling infrastructure to the Village of Mount Horeb and the surrounding cities and counties. Our experience in building infrastructure and managing waste streams is unmatched within the industry. LRS successfully built a new single-stream recycling facility in 2016 (Forest View, IL) and we have built or re-engineered three of our seven other Material Recycling Facilities.

We view this RFP as a unique opportunity to partner with a Village that cares about sustainability and a lasting partnership with local industry leaders. We look forward to answering any questions regarding our proposal.

Sincerely,



Susan Malmanger
Municipal Manager
1015 Femrite Drive, Monona, WI 53716
SMalmanger@LRSrecycles.com
608.279.3413

I. LRS EXPERIENCE (CONTINUED)

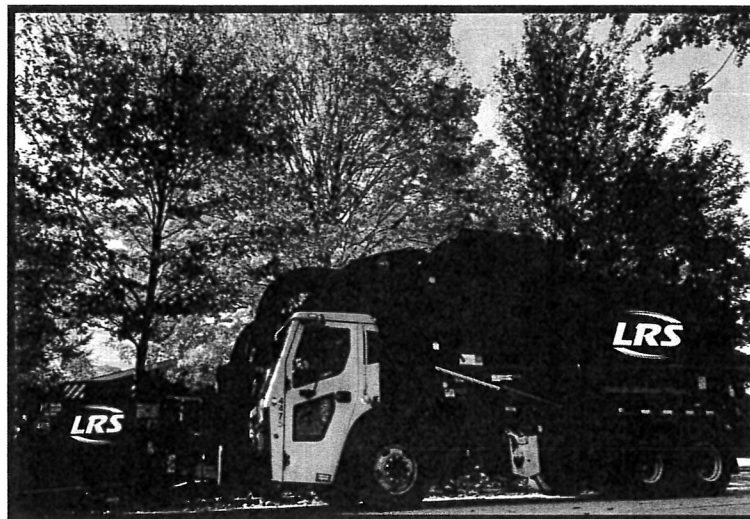
STATEMENT OF UNDERSTANDING

LRS has examined and understands the services being requested in the Request for Proposal (RFP) for Refuse & Recycling Collection and Hauling Services for the Village of Mount Horeb. LRS will provide the services as requested, unless otherwise noted in this proposal. LRS is a prominent service provider throughout the Midwest. LRS has all of the necessary equipment, staffing and financial footing to provide residents the highest level of waste and recycling beginning with a smooth transition of services. LRS has experience transitioning municipalities in the area with a similar scope of service and provides commercial services throughout southern Wisconsin and northern Illinois.

LRS WISCONSIN DIVISION

Since 2017, LRS has diversified its holding within Wisconsin, which began with the acquisition of Badgerland Disposal. Today, meeting customer expectations and delivering service excellence continues to be a priority at LRS. The LRS Wisconsin division excels at offering a local "service first" approach with affordable collection services in southern Wisconsin.

The LRS Wisconsin team utilizes 50+ years of industry experience to implement a customer first atmosphere when establishing and operating in Wisconsin. Decisions are made quickly at a local level and executed thoroughly. Having a locally owned and operated division provides the Village of Mount Horeb a personal touch, unparalleled service and energetic company led by seasoned waste consultants.



In 2018, Badgerland and LRS acquired Royal Container Services to bring an even stronger service portfolio to our communities. And in 2020, LRS acquired Choice Disposal in Jefferson County to continue to strengthen our foothold in Wisconsin. We have since then added Landfill Reduction and Recycling in Madison, Waste Cycle in Milwaukee, Ace Portables in Janesville, Commercial Rubbish Collection, LLC in St. Francis, Clark Disposal in Mauston, Peterson Sanitation, Inc. in Reedsburg and Country Plumber in Portage.

At present time, the LRS Wisconsin division operates out of 12 local locations, employs over 200 staff and drivers, and operates a fleet of 100+ vehicles.

We encourage you to reach out to **ANY of our existing curbside collection customers** to hear from them directly about their service experience with us. LRS has not lost a municipal customer. The best way to learn about our service, is to ask those who have experienced it:

City of Juneau
Town of Blooming Grove
Town of Westport
City of Evansville
Town of Beaver Dam
Village of Hustisford
Town of Decatur
Town of Center
Town of Beloit
Town of Concord
Town of Ashippun
Town of Porter
Town of Clyman

Village of Marshall
Town of West Bend
Village of Deerfield
City of Waterloo
Village of Johnson Creek
Town of Koshkonong
Town of Watertown
Town of Sumner
Town of Bradford
Village of Dousman
Town of Magnolia
Town of Union
Town of Jefferson

Village of Sussex
Village of Waukesha
Town of Deerfield
Village of Cambridge
Village of Rockdale
Village of Sullivan
Town of Palmyra
Town of Albany
Town of Brodhead
Town of Farmington
Town of Oconomowoc
Town of Portland
Town of Reeseville

Town of Albion
Village of DeForest
City of Edgerton
Town of Oakland
Town of Eagle
Town of Waterloo
Town of La Prairie
Town of Avon
Town of Clinton
Town of Ixonia
Town of Hustisford
Town of Rubicon

I. LRS EXPERIENCE (CONTINUED)

MUNICIPAL REFERENCES

The LRS network of companies hold over 50 municipal franchise agreements throughout the Midwest. **As part of the municipal references required for this proposal, we've included some contact information and additional program highlights for franchise agreements serviced for larger municipalities.** Please let us know if you would like additional reference contact and program information for any of the municipalities we service and we'll gladly provide this information.

CITY OF EDGERTON

Ms. Ramona Flanagan | City Administrator
12 Albion Street Edgerton, WI 53534
608.884.3341
rflanigan@cityofedgeron.com



In January 2021, LRS commenced a 5 year residential waste and recycling contract with the City of Edgerton, providing services to over 1,900 homes. The contract has since been extended through the end of 2027, adding two additional years of service. Unique sites, superior operational service, local account service and relationship, along with customized bulk and e-waste services have been the driving force for the City to lock in with us.

TOWN OF WESTPORT

Mr. Bob Anderson | Chairman
5387 Mary Lake Road Waukakee, WI 53597
608.849.4372
banderson@townofwestport.org



Also starting services with LRS in January 2021, the Town of Westport entered into a 10 year residential waste and recycling contract. Providing services to over 1,500 homes, the Town has various communities with differing size containers, and we offer unique services and attention to detail and go the extra mile to set us apart here. Excellent operational service, local account service and relationships, along with customized bulk and e-waste services have all been factors with locking in with our organization for the foreseeable future.

TOWN OF KOSHKONONG

Mr. Bill Burlingame | Chairman
W5609 Star School Rd, Fort Atkinson, WI 53538
414.379.2795



In January 2017, LRS commenced a 5 year residential waste and recycling contract with the Town of Oakland, providing services to over 1,600 homes. The contract has since been extended through the end of 2026 after unanimous approval from the Town Board. The Town will boast of our exceptional service, attention to detail and customized services for bulk and e-waste that set us apart from our service industry peers.

TOWN OF OAKLAND

Mr. Chris Astrella | Clerk/Administrator
N4450 Co Rd A, Cambridge, WI 53523
608.423.9635



In January 2019, LRS commenced a 5 year residential waste and recycling contract with the Town of Oakland, providing services to over 1,400 homes after unanimous approval by the Board. Oakland selected our company over other bidder due to superior operational and customer service, bulk service capabilities, as well as overall cost savings.

I. LRS EXPERIENCE (CONTINUED)

MUNICIPAL REFERENCES (CONTINUED)

VILLAGE OF SKOKIE

Mr. Max Slankard | Public Works Director
9050 Gross Pointe Road, Skokie, Illinois 60077
847.933.8427



LRS began its commercial franchise with Skokie in February 2012, and incorporated all of the Condominium buildings' waste and recycling services in June 2012. LRS provided a smooth transition for all Skokie businesses, as we exchanged over 4,000 containers from the previous hauler. In Skokie, LRS provided new equipment and added automation where it didn't exist. We have also increased the recycling rate by over 30% within the first year of providing service. Effective June 1, 2016, LRS began the recycling contract for over 16,000 homes in the Village of Skokie.

CITY OF HIGHLAND PARK

Ms. Hayley Garard | Assistant City Manager
1707 St. Johns Avenue, Highland Park, Illinois 60035
847.926.1000



In January 2016, LRS commenced its five-year residential waste and recycling agreement with the City of Highland Park. LRS also began its five-year commercial agreement with the City. LRS was the only company that committed the time and resources to implement an RFID program. Under this chip-based system, more than 4,100 volume-based residents of the 9,200 Highland Park homes are now upgraded to a PAYT system that is less expensive, less cumbersome and more efficient. Also notable is the aesthetic impact our carts have made on the community.

CITY OF GENEVA

Rich Babica | Director of Public Works
1800 South Street, Geneva, Illinois 60134
630.232.1501



LRS commenced a five-year agreement with the City of Geneva in July of 2018. Through a thorough planning process, and strong teamwork with City staff, LRS was able to smoothly implement residential service for 7,200 homes.

CITY OF WHEATON

Mr. John Duguay | Assistant City Manager
303 W. Wesley Street, Wheaton, Illinois 60187
630.260.2033



In October 2016, LRS commenced a five-year residential waste and recycling contract with the City of Wheaton. The decision to use LRS as its hauler was driven in part by our dedication to cutting-edge technology, specifically through RFID. This technology eliminated the need for stickers on regular waste and recycling containers (except in the case of bulk items) and instead billed the 14,500 households for service on a per-use basis.

I. LRS EXPERIENCE (CONTINUED)

QUALIFICATIONS OF PERSONNEL

The LRS management and staff that will provide the services for the Village of Mount Horeb offer hundreds of years of combined experience. We make every effort to improve on services wherever possible with a process in place for continuous improvement and thorough communication.

SUSAN MALMANGER: MUNICIPAL MANAGER, WISCONSIN

Susan is the Municipal Manager for LRS and lives in Janesville, Wisconsin. She acquired her Bachelor's Degree in Finance (BBA) from Loyola University of Chicago and has been a Wisconsin resident for over 25 years. In 2017, she discovered her love of the trash and recycling industry as a top producing sales professional in southern Wisconsin. She is an awarded and accomplished individual with many consecutive years of growth stemming from her excellent relationship building skills, customer service excellence and willingness to go the extra mile each day. As a top performing sales executive with a highly-focused and aggressive professional approach, Susan is now dedicated to support all Wisconsin municipal customers at LRS. She will provide top-notch service with a "personal touch" and she's always just a local phone call away! Recognized as a hardworking, top performer with excellent communication skills and leadership ability, Susan brings over 12 years of B2B sales experience to her customers.



KIM DANIELS: DIRECTOR OF BUSINESS DEVELOPMENT – WISCONSIN

Kim is the Director of Business Development for LRS in Wisconsin and is a life-long Wisconsin resident! She received her Bachelor's Degree in Business and Economics from St. Norbert College and MBA from Concordia University. With over 20 years of experience with Fortune 500 companies in sales and operations, Kim is responsible for all sales and customer service functions throughout the six LRS Wisconsin locations. Kim's expertise and strong leadership is proven daily as she is a hands-on team leader with passion and provides excellent customer service through a continuous improvement mindset and collaborative style of creating solutions for our customers!

JIM LESZCZYNSKI: DIRECTOR OF OPERATIONS – WISCONSIN

Jim is responsible for the Wisconsin team that consist of six operational and maintenance facilities located throughout Southeast Wisconsin.

Jim joined LRS in 2020, but has over 14 years of industry experience including hauling operations, transfer station locations and Material Recovery Facilities (MRFs). His proactive approach with detailed focus on customer service, team engagement and efficiency improvements is a key driver to our Wisconsin team's operational and safety excellence.



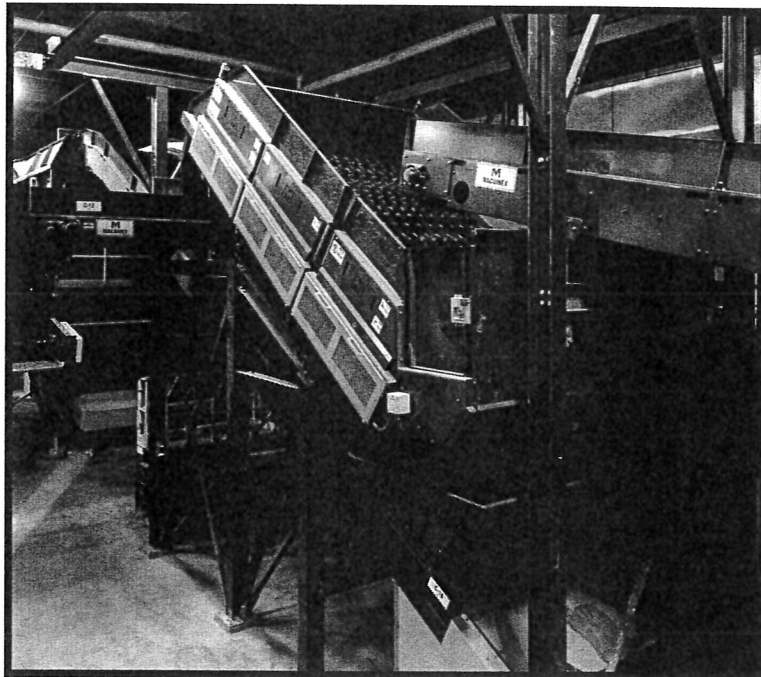
I. LRS EXPERIENCE (CONTINUED)

HISTORY OF THE MIDWEST INDUSTRY GIANT

Over 20 years ago, three Illinois recycling and waste industry veterans partnered and laid the foundation for LRS. LRS began with a Midwest Material Recovery Facility (recycle processing center) and a local waste hauler (Lakeshore Waste Services).

Today, LRS is the largest private waste company in the Midwest and amongst the largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout southern Wisconsin and Illinois, including a state of the art single-stream MRF, being the first waste company in the country to implement robotics, using artificial intelligence.

LRS also owns several hauling companies throughout Wisconsin and Illinois, and most recently acquired a landfill in northern Illinois. LRS has strategically acquired companies and also partners with companies that align with common core principles, in turn, offering a much greater potential for growth in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.



After several years of servicing industrial and commercial customers, and many years of researching municipal services, LRS determined to begin offering residential services. Over the past several years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Midwest, currently holding franchise agreements in over 200 municipalities. LRS is the catalyst to increasing competition and is the recipient of a surfeit of highly regarded awards, such as the Illinois Sustainability Award, being the only waste company to receive this award. One of our most recent awards include the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, with a competitive rate structure. We continue to look for the most sustainable outlet or reuse for the materials we collect, with attention to the total environmental impact. Many of our municipal partners have also recognized an increase in recycling and both cost and waste reductions.

I. LRS EXPERIENCE (CONTINUED)

LRS SINGLE-STREAM FACILITY, WISCONSIN

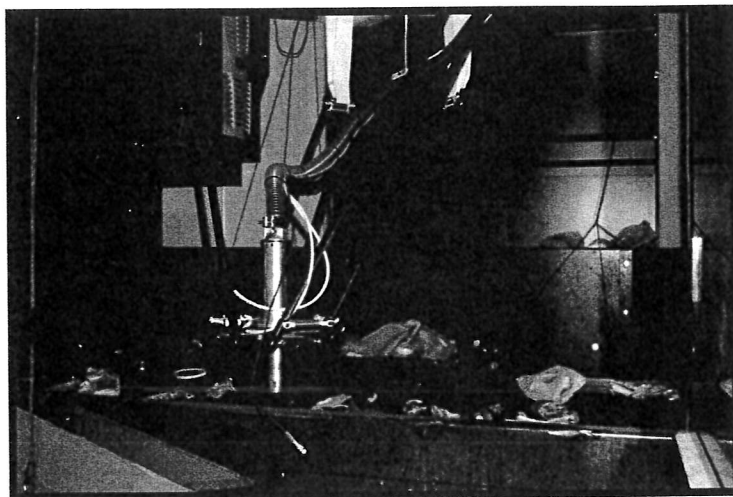
- This new single-stream sorting line will work in tandem to the existing DeForest facility's layout, further elevating LRS' post-collection capabilities throughout southern Wisconsin.
- Variable Speed Revolving Sort Table: Enables "Multi-pass One Touch" sorting. Vertical or horizontal balers capture high volume material without additional handling or movement. Bins, bunkers and transfer conveyors handle lower volume material.
- Machine is made in the USA.
- This facility will have the Revolution Systems single-stream sorting line fully functional by June 2021 and will be able to accept upwards of 80 tons of recyclable materials per day.
- Unanimous Village of DeForest Conditional Use Permit approval in January 2021
- Wisconsin DNR approved in February 2021



DeForest System Prototype, courtesy of Revolution Systems

LRS SINGLE-STREAM FACILITY, ILLINOIS

- In June 2014, LRS purchased Heartland Recycling, which started operations in 1998. Our new Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for OCC processing.
- In March 2015, LRS began transforming this facility into the cutting-edge single-stream facility of the Midwest. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables, and sorts, separates and allocates over 20 tons of waste per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Illinois.
- In 2018, LRS added robotics using artificial intelligence. This ground breaking technology pioneered by LRS will soon be used throughout the country as a tool to combat contamination.

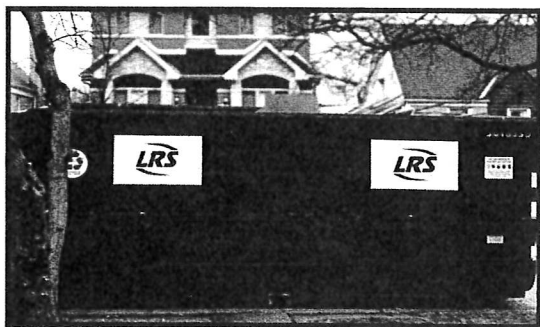


I. LRS EXPERIENCE (CONTINUED)

SERVICES OFFERED

LRS COMMERCIAL AND INDUSTRIAL SERVICES

Throughout our LRS companies, commercial and industrial businesses are offered a wide variety of container (dumpster) services. We have containers with lids ranging in size from one cubic yard up to ten cubic yards. We customize services for small spaces, alleyways, and work around certain times of the day to accommodate heavy traffic, or heavy waste generation times throughout a day. We are able to design and construct compactor units and provide the receiving containers to fit within allocated spaces. Our experienced staff of commercial and industrial professionals offer customers the most economic and overall best solutions for managing waste materials. LRS offers commercial and industrial businesses containers and collection services for refuse (waste), recycling, yard-waste, organics and universal waste.



LRS CONTRACTOR AND CONSTRUCTION SERVICES

Our LRS network offers a variety of services to accommodate the needs of contractors and construction companies. We offer roll-off containers ranging in size from 10 yards to 40 yards. We also have a large fleet of semi-dump trucks providing services for excavation and demolition debris. As a recycling company, owning one of Illinois largest construction and demolition recycling processing facilities, LRS takes great measures to ensure we are providing contractors with convenient and suitable options for recycling materials generated on construction sites.

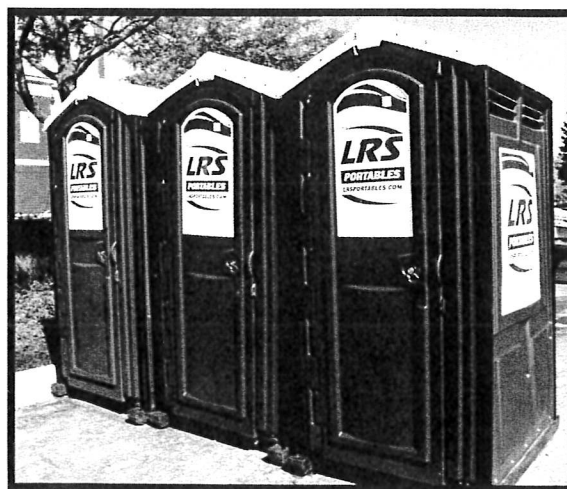
We offer LEED Certifications and monitor materials and quantities on behalf of contractors which is very helpful for contractors who require documentation regarding the disposal.

Residents and construction contractors with large and small projects have access to multiple services within our LRS network. Our vast network of resources enable us to provide our customers with a solution for every construction project, including a various sizes of roll-off (open top) construction containers. We also provide a user friendly, online service request platform making the process for exchanging containers very simple and convenient.

LRS PORTABLES

Our network of services includes LRS Portables which is now the second largest service provider in the Midwest for portable restroom services. LRS Portables provides safe and sanitary restrooms for any occasion, from construction job sites, to large community events, to outdoor weddings. Our portable restroom expertise allows us to ensure environmentally-friendly solutions with a variety of units and customizable options. LRS Portables has an exclusive five-year partnership with the University of Madison for portable restrooms.

All of our units include a white roof that illuminates the restroom even on the darkest of days. Our standard units are a popular option providing all necessary restroom amenities at an economical price. All standard units have the option to be equipped with a crane hook or tow behind trailer..



I. LRS EXPERIENCE (CONTINUED)

SERVICES OFFERED (CONTINUED)

ELECTRONIC WASTE (E-WASTE)

Electronic waste (E-Waste) is a burden for many communities, counties and states throughout the US. We have a solution for every municipality with our comprehensive E-Waste program. This program is offered with a user friendly E-Waste Request web portal for our residents.

E-Waste items include computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.



HOUSEHOLD HAZARDOUS WASTE (HHW)

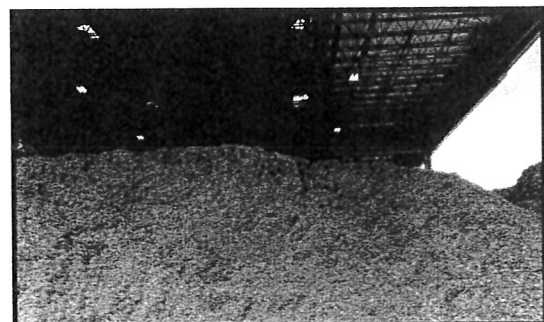
In late 2017, we began offering service for home collection of household hazardous waste (HHW) and it has been very well received by the communities receiving this service. Throughout the country, HHW home collection is a rarely provided in conjunction with the non-hazardous, municipal solid waste collection programs. We partner with highly qualified and reputable hazardous waste service providers. Residents experience a convenient and thorough process when submitting an online HHW Home Collection request.

Our HHW portal provides an interactive check list of items and placement instructions, ensuring residents clearly understand what materials are accepted and our safe process for packaging and collecting them.

NATURAL DISASTER/EMERGENCY CLEAN-UP SERVICES

LRS is well prepared to assist our municipal partners with services to accommodate natural disasters and emergency clean-ups including large 100 yard semi-trailers and dump trucks.

Our network of resources will be fully engaged in the case of an emergency to ensure we meet every disposal and clean-up need, safely and efficiently.



MULCH

In a strong effort to protect the environment, we provide mulch, wholesale for those looking to enhance their landscaping in a green way. Our mulch is made from 100% recycled wood that we take in, which were previously materials from buildings and fences. LRS' mulch keeps the soil moist and blocks the sun, which helps prevent weeds from growing in. Our array of recycled mulch options will help you find the right type for your landscape area. The four available options are Premium Red, Premium Brown, Double Ground Natural and Economy Brown.

I. LRS EXPERIENCE (CONTINUED)

SERVICES OFFERED (CONTINUED)

LRS EVENT SERVICES AND COMMUNITY OUTREACH

LRS encourages feedback and conversation with customers. In the recent past, we executed a six-month "Public Review" campaign in which we donated \$10 per customer review (good or bad) to various charities. This campaign has paid dividends in helping us achieve our goal of better customer service by increasing awareness and providing positive changes throughout the communities we serve.

LRS takes an active approach to community outreach programs— including participation in civic organizations and chambers of commerce. Our Managing Partners and Municipal Managers routinely participate in workshops and seminars that are solid waste and/or recycling-based. We are commonly the keynote speaker at these events. We will take every opportunity to work with the Village of Mount Horeb as well as its civic partners and schools to continue educating at a grassroots level.



As partners to the communities we serve, LRS also considers it important to take altruistic steps that help make local events and programs more successful. This includes participating in parades throughout the year, "Touch-A-Truck" programs, street fairs, farmers markets and Village-associated events.

Additionally, LRS began its volunteer relationship with many local charities and organizations, including Special Olympics and St. Jude, where LRS vowed to match all employee donations to this organization.

I. LRS EXPERIENCE (CONTINUED)

LRS AWARDS AND CERTIFICATIONS

LRS appeals to every type of customer having achieved certifications and awards which point to the highest industry standards when it comes to environmental impact, safety, and service. LRS has been recognized throughout the globe for many of its successes by media sources such as Forbes, Crain's, Fortune Magazine, Illinois Tribune, Waste Today, Waste360, Waste Advantage and Recycling Today. LRS has been honored to be the recipient of a multitude of prestigious awards and distinguished certifications. The proceeding list shows some of the awards that speak to the character and positive industry impact of LRS:

2021 SUSTAINABILITY AWARD

LRS was also awarded the coveted Sustainability Award from the Business Intelligence Group, being the only waste service provider to have ever received this great honor. Sustainability Award winners are an elite group of committed leaders reducing environmental impact, contributing to the growth of a more sustainable economy.

By prioritizing sustainability throughout their operations, programs, technology, products and company culture, we serve as a model within our industry and community.



BETTER BUSINESS BUREAU TORCH AWARD

LRS was awarded the Better Business Bureau Torch Award in November of 2018 and is the only waste service provider in the awards' 20+ year history to ever achieve this prestigious honor.

TOP PRODUCT OF THE YEAR

Environmental Leader issued this award to LRS in 2016 which recognized our sustainable business model. This respected daily trade publication covers energy, environmental and sustainability news. The ranking showcases LRS' commitment to environmental protection based on a business model rooted in sustainability.

2018 SWANA OVERALL SAFETY AWARD

Ranking against all waste company entries in North America, the Solid Waste Association of North America (SWANA) awarded LRS with this high honor for continuously improving upon overall safety to include our safety program mode and culture.

2019 SWANA SAFETY AWARD

LRS boasts a workers compensation experience modification rate which is significantly below the average in the waste and recycling industry. This award recognizes LRS' reduced incidents by over 50 percent from the previous year, raising the bar even higher for industry standards.

By keeping in step with an awarded model of continuous improvement, LRS increased its Live Safety principle messaging to employees, their friends and family and the communities it services.

Through consistent and highly visible monthly communications regarding different safety topics that every person can relate to, LRS was able to educate and communicate the importance of safety to not only employees but also, the general public. LRS also invested in new technology for fire prevention in the material recovery process which has contributed to this recognition.



I. LRS EXPERIENCE (CONTINUED)

LRS AWARDS AND CERTIFICATIONS (CONTINUED) BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Illinois which also serves a significant portion of the Illinois Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.



National
Association of
Environmental
Professionals

Be Connected

TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Illinois and the Illinois Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS INCLUDE:

- Best and Brightest Companies to Work For in the Nation 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50, 2019, 2020, 2022
- Crain's Largest Privately Held Business, 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

The LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons of MSW and recyclable materials, and 71 thousand cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes process far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

To that point, LRS is the one of the only recycling company in the Wisconsin and Illinois certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs. The DeForest facility has been RCI certified since 2019.



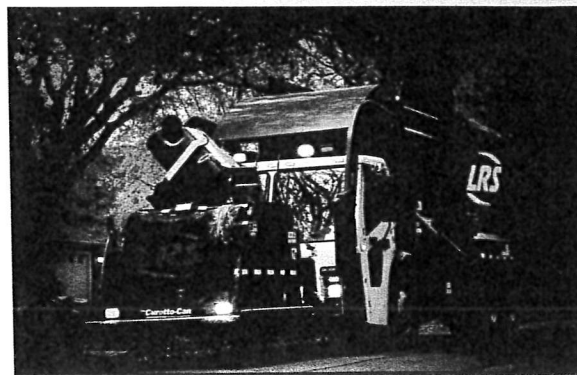
RECYCLING
CERTIFICATION
INSTITUTE

II. LRS OPERATIONAL APPROACH

VILLAGE OF MOUNT HOREB RESIDENTIAL WASTE COLLECTION SERVICES

LRS has carefully examined the RFP and understands the requirements.

LRS is well prepared to provide the services as requested. LRS will provide services between the hours of 7:00 a.m. and 5:00 p.m. on designated collection days. **LRS will provide service for an unlimited volume of MSW and recycling for Village of Mount Horeb homes as described in the RFP.** The following section provides a summary of each service as LRS understands them.



COLLECTION DAYS AND TRANSITION

The staff of Village of Mount Horeb has prepared well in advance for a potential transition of service, allowing plenty of time for thorough communication with residents of Village of Mount Horeb.

LRS is well equipped for transitions and employs a full time staff dedicated to residential franchise transitions. Every transition comes with unique circumstances and LRS has likely had experience with them, having transitioned more municipalities than any other service provider over the past several years. We are truly experts when it comes to transitions. We understand change is difficult for many residents and our experienced team of customer care members ensure residents are well pleased with our services, beginning with the transition of service.

As a general overview, LRS will develop the communications first to include the program brochure, customized Village of Mount Horeb program web-page, and all other correspondence used for the purpose of the transition and immediately proceeding the transition. LRS will present all materials to the Village of Mount Horeb staff for approval and input prior to publication. LRS conducts physical route reviews with the assigned drivers prior to the start of service. LRS will provide a timeline for the Village of Mount Horeb upon request.



II. LRS OPERATIONAL APPROACH (CONTINUED)

PROGRAM EDUCATION RESOURCES AND TOOLS

Our local and dedicated marketing team will thoroughly communicate the new program to the residents of Village of Mount Horeb using customized program tools and resources. These tools and resources will include a Village of Mount Horeb Program Brochure, cart tags and stickers, various approved mail notifications, local and social media notifications and publications. All communications will be presented to Village of Mount Horeb for approval.

VILLAGE OF MOUNT HOREB PROGRAM BROCHURE

As one of the initial steps in transitioning services, we will produce a Village of Mount Horeb Program Brochure, providing details on the transition and new program. This will be mailed to each household well in advance of the start of service.

Brochures will be made available on for download/print from our Village of Mount Horeb webpage, by mail, and other designated Village approved locations. Our brochures are tri-fold and large in size as to ensure residents do not mistakenly throw them out and also to allow space for program details.

The following is an example of a program brochure:

NEW CHANGES TO MILL CREEK SSA WASTE, RECYCLING, YARD WASTE AND FOOD SCRAPS COLLECTION PROGRAM

NEW COLLECTION DAYS
Beginning the last week of November 2021, LRS will begin all collection on Wednesday and Thursday. Please review the map to confirm your pickup day.

SET OUT BY 6:00 A.M.
Set out must be placed out by 6:00 a.m. to ensure service.

CUSTOMER SERVICE
For all LRS questions, call our toll-free number 844.633.3577 or visit our website at www.lrsrecycles.com.

BEGINNING NOVEMBER 1, 2021
LRS WILL BE YOUR NEW WASTE, RECYCLING AND YARD WASTE COLLECTION SERVICE PROVIDER FOR MILL CREEK.

LRS will provide the entire mill creek household service and will be responsible for all collection services.

There is **NO ACTION REQUIRED** unless you want to change your cart type or service level. Visit www.lrsrecycles.com or Service@LRSrecycles.com to request a change. Please allow 7-10 business days.

ALL HOMES RECEIVE NEW RECYCLE CART
The LRS program will be Mill Creek's new recycling service and a dedicated LRS Recycle Cart for all homes. Unless you currently have a larger or different size, you will receive a new LRS Recycle Cart.

NEW LOWER SUBSCRIPTION RATES
Subscription rates are as follows:

- THREE (3) CART PROGRAM**
LRS Cart for recycling, waste and yard waste/food scraps = \$19.75/mo
- TWO (2) CART PROGRAM**
LRS Cart for recycling and waste = \$16.75/mo
- ONE (1) CART PROGRAM**
LRS Cart for recycling, food scraps and yard waste = no charge

If you have any questions regarding this program, please contact our LRS team at Service@LRSrecycles.com or call us 24/7 through 844.633.3577. Monday-Saturday 8:00 AM-6:00 PM.

OUTSIDE

IMPORTANT NOTICE FOR MILL CREEK RESIDENTS
LRS will be the new waste, recycling and yard waste service provider for Mill Creek beginning **NOVEMBER 1, 2021.**

WEDNESDAY, OCTOBER 27TH
IS YOUR FINAL WM/ADVANCED COLLECTION DAY

Leave your WM/Advanced carts at the curb after the last pickup day. Waste Management will remove carts within 72 hours after the final pickup. LRS Carts may arrive on different days and times.

YOUR LRS COLLECTION DAY

Monday: No change Thursday: New 6:00 AM-8:00 AM

YOUR FIRST LRS COLLECTION DAY
November 3 – First Wednesday
November 4 – First Thursday

Collection times vary and are subject to change. All items must be placed curbside by 6AM to ensure collection.

Please note that the lid of your cart may take up to two weeks to settle flush with the rest of the cart. **This is not a defect.**

To learn more about LRS and the Mill Creek Program Options, visit our dedicated web page at: [LRSRECYCLES.COM/MILLCREEK](http://www.lrsrecycles.com/millcreek)

LRS Customer Service phone number: 844.NEED.LRS or 844.633.3577

LRS WE LOOK FORWARD TO SERVING YOU!

INSIDE

IMPORTANT INFORMATION FOR MILL CREEK SSA RESIDENTS

NEW MILL CREEK WASTE STICKER AT LOWER RATE
The new Mill Creek Waste Sticker rate will be \$2.75 and will be in service starting on **Wednesday, October 27, 2021**. Please review the sticker to ensure it is correct.

Subscription Billing, Auto Pay & Paperless Billing
LRS will be providing you with information on how to set up your subscription billing, auto pay and paperless billing. Please visit www.lrsrecycles.com for more information.

EXTENDED YARD WASTE & FOOD SCRAP SEASON
The new yard waste season is April 1st through December 15th. Please visit www.lrsrecycles.com for more information.

Acceptable Food Scraps: Bread, Cereal, Coffee Grounds, Dairy, Egg Shells, Fruit, Grain, Plant Shells and vegetables.

NEW HOME COLLECTION FOR ELECTRONICS
Beginning in 2022, LRS will provide a new service for electronics. Please visit www.lrsrecycles.com for more information.

IMPORTANT UPCOMING 2021 DEADLINES AND DATES

- THURSDAY, SEPTEMBER 30**
Please review the 2021 collection schedule and ensure all items are placed out by 6:00 AM.
- THURSDAY, OCTOBER 27**
This is your final WM/Advanced collection day. Please review the 2021 collection schedule and ensure all items are placed out by 6:00 AM.
- WEDNESDAY, OCTOBER 27**
This is your first LRS collection day. Please review the 2021 collection schedule and ensure all items are placed out by 6:00 AM.

ADVANCED CARTS WILL BE PERMANENTLY REMOVED
LRS will be removing all advanced carts from the program. Please visit www.lrsrecycles.com for more information.

LRS WILL DELIVER NEW CARTS
LRS will be delivering new carts to all homes. Please visit www.lrsrecycles.com for more information.

CONTACT LRS
For all LRS questions, call our toll-free number 844.633.3577 or visit our website at www.lrsrecycles.com.

II. LRS OPERATIONAL APPROACH (CONTINUED)

PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

VILLAGE OF MOUNT HOREB CUSTOM WEB PAGE

We will create a webpage specifically dedicated to the Village of Mount Horeb LRS program where details on the initial transition and program will be thoroughly described. Additional tools and resources will be available through this web page including:

- Comprehensive Program Description
- Village of Mount Horeb Program Brochure (downloadable and printable version)
- Designated Customer Care email address
- Recycling information and resources
- LRS Newsletter covering current industry related topics
- LRS Social Links currently including Facebook, Twitter, LinkedIn, Instagram and TikTok to promote education
- Quick Links to submit a request for special collections
- Webpage Pop Up Notifications specific to services
- On-line chat with our customer experience team

Residential Services

Mill Creek: Garbage, Recycling, Yard Waste Collection Program

Beginning in November 2021, LRS will be the new exclusive service provider for the Mill Creek Community! We look forward to providing weekly collection services for the garbage, recycling and yard waste services. Pick-up days will be Wednesday and Thursday beginning the first week of November 2021.

Services will remain the same with lower rates and some newly added service options for recycling unwanted electronics that cannot be put in the garbage.

NEW LOWER SUBSCRIPTION RATES

Effective November 1, 2021, Mill Creek subscription rates are less! All program options shown below include a recycle cart and weekly recycle service. LRS Mill Creek Waste Stickers must be used for garbage and yard waste placed outside of LRS carts.

If you choose the 1 Cart Program, waste stickers must be used for garbage and yard waste.

- **3 CART PROGRAM** – Cart for recycling, garbage and yard waste = \$19.75 per month
- **2 CART PROGRAM** – Cart for recycling and garbage, need to buy stickers for yard waste = \$16.75 per month
- **1 CART PROGRAM** – Cart for recycling included, waste sticker program for garbage and yard waste

NEW COLLECTION DAYS

Beginning the first week of November 2021, Mill Creek will be serviced on Wednesday and Thursday. All materials (trash, recycling, yard waste) will be collected on one day in any given area. See map for your service day.

SERVICE BEGINS AT 6:00 AM & SERVICE TIMES WILL VARY

Please have all items to the curb no later than 6:00 A.M. to ensure collection. Service times vary and are not guaranteed.

CONTACT INFORMATION FOR LRS CUSTOMER SERVICE TEAM

You can contact LRS by calling the local customer service team 844-633-3577 or emailing the team at Service@LRSrecycles.com.

Click below to select your service level, cart size or request an additional cart.

[Click Here](#)

LRS Mill Creek Customer Service Email – Fast and Convenient!

Responds Monday through Friday from 8AM to 5PM within 24 hours and most often within two hours.

Email your request or inquiry to Service@LRSrecycles.com

→ Please include the following information, if available:

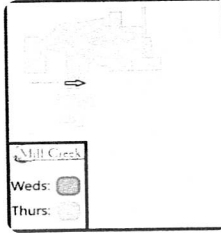
- Account number, if available
- First and Last Name
- Street Address
- Phone Number
- Preferred Contact
- Your Inquiry, Request or Question

LRS Customer Service Phone:
844.NEED.LRS (844.633.3577)

Downloadable/Printable Documents



Mill Creek Transition Information Brochure: [Click to view or print](#)



Weds: 
Thurs: 



[CLICK TO ENLARGE OR DOWNLOAD](#)

Examples of our custom residential webpages can be found online at LRSrecycles.com/Residential.

II. LRS OPERATIONAL APPROACH (CONTINUED)

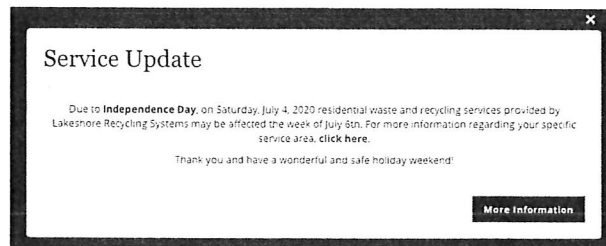
PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

ONLINE TOOLS AND RESOURCES

LRS Website Notification Pop-Up's

LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather related service issues or postponed services.

Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snow storm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.



LRS Facebook Page

LRS provides community specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers are able to post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

LRS Twitter Page

Similar to Facebook, LRS provides shortened community specific snippets on our Twitter Page. This is a well received method of communication, especially with our construction customers, as pictures are the primary focus and it allows for a quick turnaround response.

Online Chat

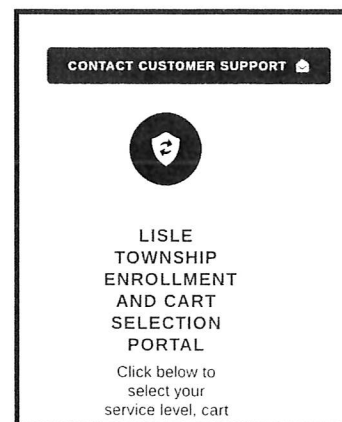
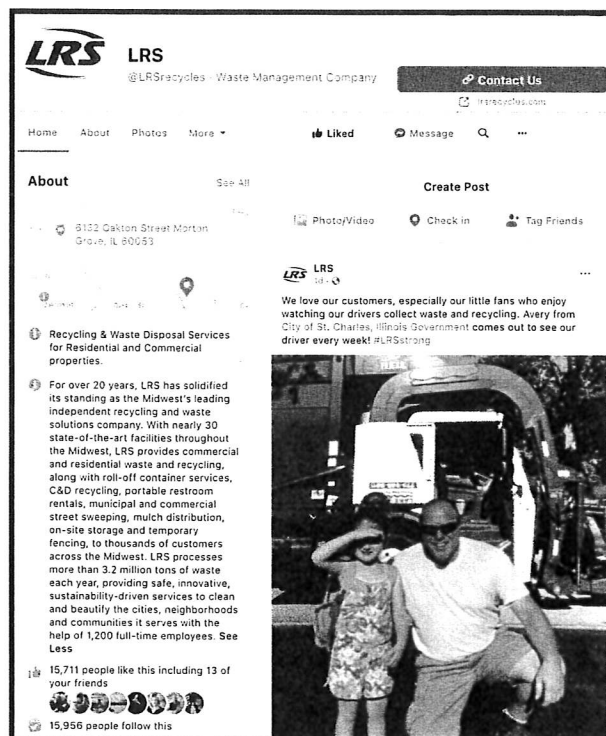
LRS offers multiple methods for our customers to communicate with our team. Customers love that they can get right through to us and always receive a thorough and friendly response. LRS Online Chat offers our valued customers the opportunity to immediately hear from one of our customer experience representatives without having to place a call.

Email specific for Village of Mount Horeb Residential Customers

LRS will provide a designated customer service e-mail address specific for Village of Mount Horeb residents and businesses. Our customer service receiving these emails responds promptly. Customers may submit any question or request and know they will be thoroughly and promptly responded to by the LRS team.

LRS also has a general email mailbox for customers located on our Homepage

This is also monitored by our Customer Experience Representatives and responded to promptly. The customer simply inputs their name, address, phone number and email (if applicable) and the question or issue, then clicks on send. Customers are usually responded to within the hour depending on the time of day the issue was submitted.



II. LRS OPERATIONAL APPROACH (CONTINUED)

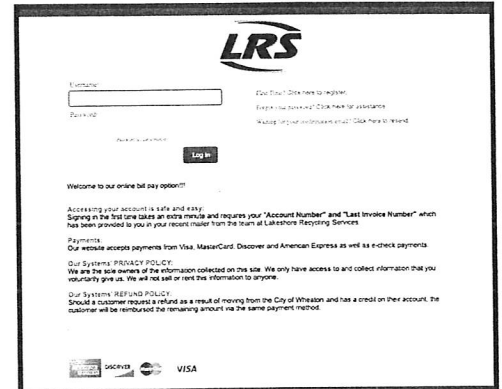
PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Online Bill Pay

LRS provides a quick and simple, user-friendly method for our customers to pay for services with our LRS Online Bill Pay system. We accept all major credit cards as well as a check by phone, providing every possible convenient method of payment for our customers.

Request a Quote

Request a Quote is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.



Automatic Payment Options and Paperless Invoicing

LRS Customers are offered the opportunity to set up an automatic payment so there is no need to hassle with making a payment. It's simple and easy to establish this free service.

LRS also offers paperless invoice options which also has a positive impact on the environment.

Improperly Prepared Materials – Sorry Tag

LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection.

We take extra steps to communicate with residents in order to prevent miscommunication or a misunderstanding, with a phone call or e-mail, if the customer has provided this contact information.



Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.

Service Day Change Notification - Cart Hanger or Sticker

This example of a cart hanger reflects a communication tool we've used to inform residents of a day change. Depending on the season or potential weather, we may use a sticker.

II. LRS OPERATIONAL APPROACH (CONTINUED)

CUSTOMER SERVICE

We place the highest value on customer experience and our success would not be possible without it. Our customer service department is staffed for growth with industry veterans in all departments of our company. Led by our Customer Experience Manager, our customer service representatives are continuously undergoing training on providing exceptional service.

As noted throughout this proposal, we utilize many resources to ensure customers are able to communicate with us in convenient ways. We make it a point to ensure customers that call in to speak with a customer service representative are not on hold for long periods of time and also present multiple methods they can communicate with us. Residents are always able to reach us and we also quickly respond. This has been a key component of our success and our customer satisfaction.



Our team of professionals diligently handle each call, email or online chat inquiry and ensure they are properly handled. Additionally, we house several bilingual customer service representatives to assist with all customers. All calls are tracked and reviewed by a Customer Experience Manager on a daily basis. We truly value all aspects of customer service and our experience with communities similar to the Village of Mount Horeb will prove to be another value for residents.

CUSTOMER SERVICE DAY-TO-DAY

- Hours of Operation: 7:00 am-4:30 pm (Monday-Friday); 7:00 am-1:00 pm (Saturdays during holiday weeks)
- Center Location: Monona and Janesville Customer Service Center

PROCEDURES FOR HANDLING COMPLAINTS, MISSED PICKUPS AND OTHER CUSTOMER CALLS

Residents may call our Customer Service Center. Customers can also submit inquiries through a dedicated link and email that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, one of our experienced managers will be available to help. Our program provides a dedicated municipal staff including a Municipal Coordinator, a Municipal Manager and two Customer Service Managers as well as Operations Managers. All matters will be responded to and/or handled promptly.

MISSED PICKUPS

Residents can report missed pickups by calling our Customer Service Center. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup.

Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received), as described in the RFP. If the call is received late Friday, the recovery will occur on the following Monday.

SERVICE ISSUE

Dear Customer:
We could not service your

Trash because:

- ☐ 1. Bag or can is too heavy - exceeds 50 lb. weight limit
- ☐ 2. Improper container
- ☐ 3. Yardwaste mixed with garbage
- ☐ 4. Hazardous waste
- ☐ 5. Please leave 3ft between cans and other obstructions
- ☐ 6. Improper cart/can placement
 - ☐ not out by 8:00am
 - ☐ too far from curb
 - ☐ facing wrong direction
- ☐ 7. No electronic devices
- ☐ 8. Not your pick up week
- ☐ 9. No construction materials
- ☐ 10. Your account has past due invoices. Please call 844.NEED.LRS to restore your collection services.
- ☐ 11. Other: _____

Recyclables because:

- ☐ 12. Items not included in the recycling program at this time
- ☐ 13. Trash mixed with recyclables
- ☐ 14. Cardboard not flattened
- ☐ 15. No electronic devices
- ☐ 16. Other: _____

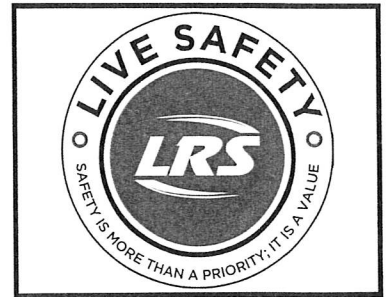
Please correct the problem marked above and we will be happy to pick it up on your next service day.

LRSRECYCLES.COM | 844.NEED.LRS

II. LRS OPERATIONAL APPROACH (CONTINUED)

SAFETY MANAGEMENT

Beginning with our executive management, our entire management team and staff are continuously being trained on safety and proper material management. Our Operation and Safety management hold daily, weekly and monthly meetings where material and overall safety are covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs. In addition, we've committed to safely managing materials by partnering with proven and renowned hazardous waste service providers to properly manage, dispose or recycle household hazardous waste materials, collected from the home or at events.



Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country this year at the Waste Expo held in Las Vegas, NV. In addition to the 2018 Overall Safety Award from SWANA highlighted in the Awards section of this proposal, in 2019, SWANA also recognized our Communication, Education and Marketing Division. This SWANA award recognizes the exemplary actions in education and our extensive communication outreach with our safety program and strong safety culture. LRS has become a model within the industry when it comes to the safety and health of our employees and also, the general public.

Should an incident involving one of our vehicles or staff occur, our Municipal Manager or Operations Manager will immediately notify the designated program liaison by phone and email, if needed. Our operation team has additional resources with a fleet of street sweepers to assist with any type of clean up that may benefit from a sweep as well as emergency response resources.

The following indicates some of our standard safety practices, resources and tools:

- **EMPLOYEE INJURY AND ILLNESS PREVENTION**
 - Live Safety Initiative
 - Using data and analytics to predictively identify emphasis areas
 - Route audits to help identify unsafe stops
 - Updated Safety Manual, Driver Guidebook and Employee Safety User-manual (working copy for front-line facility workers)
- **VEHICLE ACCIDENT AND PROPERTY DAMAGE PREVENTION**
 - Use of 3rd eye and DriveCam – Installed on all solid waste and recycling vehicles
 - Continuous recording benefits for safety, training, missed collection verification, law enforcement
 - Smith System – Proven and Renowned driving system
 - 9 FireRover units deployed over 5 sites for early detection and suppression, including 2 units for Fleet oversight
 - Site specific training for fire-brigades and emergency response
 - Collaboration with all corresponding FD to ensure site knowledge and enhance SOP for emergency response

SAFETY CULTURE

LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. Our current and ongoing safety success has provided us with a workers compensation experience modification rate which is significantly below the average for the waste and recycling industry.

In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, adding a team of experienced individuals to assist our Safety Director with problem resolutions and providing preemptive processes to avoid or stabilize potential issues that may arise.

II. LRS OPERATIONAL APPROACH (CONTINUED)

VEHICLES

The Village of Mount Horeb will be serviced with newer model vehicles that meet the required weight limit provisions described in the RFP.

3RD EYE RECORDING EQUIPMENT

Each solid waste and recycle truck is fitted with video recording equipment both inside and outside of the vehicle. Cameras record for a minimum of 20' as well as audio. This system provides significant benefits for safety, service, law enforcement and productivity.

3rd EYE Benefits:

Tool for coaching and mentoring on Best Practices and Standard Operating Procedures

'Real life' in-house examples for training videos used in safety meetings

Provides verification of missed collection calls

Incident review for law enforcement/insurance



III. VILLAGE OF MOUNT HOREB SERVICE

PER HOME PRICING PER MONTH - WEEKLY REFUSE AND EVERY OTHER WEEK RECYCLING COLLECTION

YEAR	WEEKLY REFUSE	EVERY OTHER WEEK RECYCLING	TOTAL
1/1/24 – 12/31/24	\$11.36	\$3.79	\$15.15
1/1/25 – 12/31/25	\$11.71	\$3.90	\$15.61
1/1/26 – 12/31/26	\$12.05	\$4.02	\$16.07
1/1/27 – 12/31/27	\$12.41	\$4.14	\$16.55
1/1/28 – 12/31/28	\$12.79	\$4.26	\$17.05

PER HOME PRICING PER MONTH - WEEKLY REFUSE AND WEEKLY RECYCLING COLLECTION

YEAR	WEEKLY REFUSE	WEEKLY RECYCLING	TOTAL
1/1/24 – 12/31/24	\$13.58	\$4.52	\$18.10
1/1/25 – 12/31/25	\$13.99	\$4.66	\$18.65
1/1/26 – 12/31/26	\$14.41	\$4.80	\$19.21
1/1/27 – 12/31/27	\$14.84	\$4.94	\$19.78
1/1/28 – 12/31/28	\$15.28	\$5.09	\$20.37

FUEL REBATES OR FUEL SURCHARGE

If on-highway diesel fuel **decreases below \$2.50 per gallon**, a fuel rebate will be issued per household according to schedule below. If diesel fuel **rises above \$4.00 per gallon**, a fuel surcharge will be added per household according to schedule below. Fuel pricing evidence will be based on national diesel fuel averages reported by the U.S. Department of Energy On-Highway Diesel Price Index each month.

FUEL PRICE		REFUND	FUEL PRICE		SURCHARGE
\$2.00*	\$2.04	\$0.18	\$4.00	\$4.04	\$0.03
\$2.05	\$2.09	\$0.16	\$4.05	\$4.09	\$0.06
\$2.10	\$2.14	\$0.13	\$4.10	\$4.14	\$0.09
\$2.15	\$2.19	\$0.12	\$4.15	\$4.19	\$0.12
\$2.20	\$2.24	\$0.10	\$4.20	\$4.24	\$0.15
\$2.25	\$2.29	\$0.09	\$4.25	\$4.29	\$0.18
\$2.30	\$2.34	\$0.06	\$4.30	\$4.34	\$0.21
\$2.35	\$2.39	\$0.04	\$4.35	\$4.39	\$0.24
\$2.40	\$2.44	\$0.03	\$4.40	\$4.44	\$0.27
\$2.45	\$2.49	\$0.01	\$4.45	\$4.49	\$0.30
\$2.50	\$5.99	N/A	\$4.50	\$4.54	\$0.33
			\$4.55+		*see below

*For every \$0.05 increase in fuel, the table will increase \$0.03 as above table ends at \$4.54/gal. (i.e. \$4.55 - \$4.59, surcharge = \$0.36, etc.)

III. VILLAGE OF MOUNT HOREB SERVICE (CONTINUED)

CONTRACTOR'S BID

BID OPTION A – Contract Term of January 2024 through December 2025

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
2025	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ <u>see below</u> /unit
Refuse Containers (disposal, if not included above)	\$ <u>see below</u> /ton
Recycling Containers (placed, removed, processed)	\$ <u>see below</u>

BID OPTION B - Contract Term of January 2024 through December 2028

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	<u>\$11.36</u>	<u>\$ 3.79</u>	<u>\$15.15</u>
2025	<u>\$11.71</u>	<u>\$ 3.90</u>	<u>\$15.61</u>
2026	<u>\$12.05</u>	<u>\$ 4.02</u>	<u>\$16.07</u>
2027	<u>\$12.41</u>	<u>\$ 4.14</u>	<u>\$16.55</u>
2028	<u>\$12.79</u>	<u>\$ 4.26</u>	<u>\$17.05</u>

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ <u>320/haul</u> /unit
Refuse Containers (disposal, if not included above)	\$ <u>70</u> /ton
Recycling Containers (placed, removed, processed)	\$ <u>market</u>

III. VILLAGE OF MOUNT HOREB SERVICE (CONTINUED)

FOR EITHER BID OPTION A OR BID OPTION B, GARBAGE WILL BE LANDFILLED AT THE FOLLOWING DISPOSAL SITE:

Dane County landfill

PROPOSAL SUBMITTED BY:

CONTRACTOR

LRS (Lakeshore Recycling Systems)

Date: July 21, 2023

Company Name

Susan Malmanger

Company Designee

Municipal Services Manager

Title

Attest:

Signature

Date: 7/20/2023

Municipal Services Manager

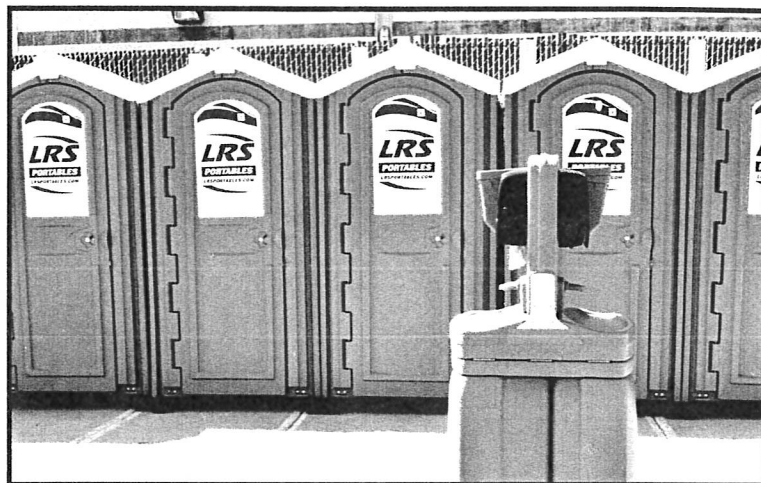
Title

III. VILLAGE OF MOUNT HOREB SERVICE (CONTINUED)

SUPPLEMENTAL SERVICE OPTION

In addition to curbside residential services, LRS offers large roll-off dumpsters, commercial dumpsters and portable restroom and sanitation equipment and services.

If any of these services could be of use to Village of Mount Horeb during the course of the contract, we are offering a **\$1,000 annual stipend over the course of the contract to be used for any of LRS services beyond what is included in the contract.**



APPENDIX / CHECKLIST

LRS is committed to providing the following services as part of our offering to the Village of Mount Horeb:

- Weekly trash and either weekly or every other week recycling services at per home rate for a five year term.
- Monthly bulk item (1) included for additional \$1.10/home (to be added to quoted rates). Additional bulk items can be scheduled on a pay-per-item basis. Item must be called in for scheduling, no appliances, no tires, no batteries, no waste oil, no waste liquids.
- Pay-per-item bulk option available per BULK ITEM schedule included.

LRS SPECIALIZED COLLECTION		
MATERIAL SPECIFICATIONS	DESCRIPTION	COLLECTED PRICE/UNIT
Bulk Item	Mattress, Box Spring, Sofa, Recliner, Table, Chairs	\$55.00
Non-Freon Appliances	Dishwasher, Stove, Washer, Dryer	\$55.00
Freon Appliances	Refrigerators, Dehumidifiers, Freezers, Air Conditioners	\$65.00

- **\$1,000 annual stipend included for use towards any additional service portfolio needs including roll-off dumpsters, commercial dumpsters, portable restroom services for parks, events, special needs, etc.**
- Additional carts for both refuse and recycling can be contracted directly with LRS at Village of Mount Horeb monthly rate (or lesser amount to be negotiated at signing of contract) and paid directly to contractor on a quarterly or annual basis (if carted service option is exercised).
- Amazing customer service team available to answer questions, schedule added services and handle any issues promptly and professionally along with your local Wisconsin municipal manager, Susan!

* Will service all Village owned cans on Main Street, in front of Historian & S. Eighth.

* All commercial sites serviced with carts and/or roll-off containers.

REQUEST FOR PROPOSAL

REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL FOR THE VILLAGE OF MOUNT HOREB

Submitted By:	Pellitteri Waste Systems, Inc. (Company Name)
Contact Information:	Todd C. Bollenbach (Name)
	(608) 275-4285 (Telephone Number)
	toddb@pellitteri.com (E-mail address of contact)

***Please attach Pages 3 and 4 PROPOSED FEE SCHEDULE and Pages 17 and 18
PERFORMANCE BOND to this cover sheet when submitting proposal.***



Village of Mount Horeb
138 E Main Street
Mount Horeb, WI 53572
Attn: Nicholas Owen
Village Administrator

July 21st, 2023

Dear Nic & Village of Mt. Horeb Board Members,

Thank you for allowing Pellitteri Waste Systems, Inc. to submit a response to your residential refuse and recycling collection processing & disposal RFP. We have been honored to build our residential curbside services division to provide service to over 70,000 homes in Southern Wisconsin over the last two decades. We hope we will be chosen to serve your community and look forward to the opportunity to exceed your expectations in every way, by providing an unparalleled level of professionalism and a high level of service to meet your trash and recycling service needs.

Being a family-owned and operated company for over 44 years allows us to offer your community a personalized family-to-family approach. We employ a courteous, knowledgeable, fully staffed customer service team which offers your residents the ability to speak with live, local staff. Our commitment to safety, professionalism, and personal growth fosters an environment which benefits our team, clients, and the communities we service. Our successful track record of implementing and servicing curbside automated cart systems, along with our continued efforts to fine-tune the cost-effectiveness of our programs, leads to long-standing and beneficial relationships for all.

Our President, my father, lives close by in the Town of Verona and all four of our family business owners understand our local communities, such as Mt. Horeb's, high expectations of service. Our dedication to recycling, as demonstrated by investments made at our state-of-the-art local recycling facility, in addition to our recycling education programming and abundance of online and customer service information, will allow your residents to recycle more and have their questions answered quickly. We work very hard to provide a high level of service and customer service to each and every customer and household we serve.

If you want a local, family-owned, and operated vendor who focuses on excellent customer service, offers an expanded list for recycling, answers phone calls quickly, responds quickly to service needs, treats people the way we all want to be treated... then we are ready to serve your community! Thank you for the opportunity to earn your business.

Sincerely,

Danielle Pellitteri
Vice President
Pellitteri Waste Systems, Inc.
608-257-4285

CONTRACTOR'S BID

BID OPTION A – Contract Term of January 2024 through December 2025

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	No bid on 2-year contract option		
2025			

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ _____/unit
Refuse Containers (disposal, if not included above)	\$ _____/ton
Recycling Containers (placed, removed, processed)	\$ _____

BID OPTION B - Contract Term of January 2024 through December 2028

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	\$10.00	\$5.00	\$15.00
2025	\$10.35	\$5.17	\$15.52
2026	\$10.71	\$5.35	\$16.06
2027	\$11.09	\$5.54	\$16.63
2028	\$11.48	\$5.73	\$17.21

**** Please see attached RFP proposal for additional pricing and service options which is part of this bid response ****

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ 100 delivery/unit \$280/haul
Refuse Containers (disposal, if not included above)	\$ 50 _____/ton
Recycling Containers (placed, removed, processed)	\$ 100 deliver _____ \$266/haul plus market based disposal

FOR EITHER BID OPTION A OR BID OPTION B, GARBAGE WILL BE LANDFILLED AT THE FOLLOWING DISPOSAL SITE:

Dane County Landfill

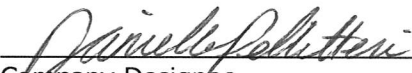
PROPOSAL SUBMITTED BY:

CONTRACTOR

Pellitteri Waste Systems, Inc

Date: 7/21/2023

Company Name



Company Designee

Vice President

Title

Attest:



Date: 7/21/2023

Signature

Municipal Account Executive

Title



7035 Raywood Road
Monona, WI 53713
Todd C. Bollenbach
Municipal Account Executive
Direct: (608) 257-6232 x331
Cell: (608) 225-7843
toddb@pellitteri.com

Village of Mount Horeb: Refuse and Recyclables Collection, Processing, and Disposal Proposal



July 21st, 2023

Nic Owen
Village Administrator

Page 1

(608) 257-4285

* CONFIDENTIAL INFORMATION *

www.pellitteri.com



Narrative for The Village of Mount Horeb Automated Solid Waste Disposal and Collection Services Proposal

18 years ago, Pellitteri Waste Systems set out to find the first municipality to entrust us in providing fully-automated curbside trash and recycling services. Today, we continue to serve that same community who was willing to let us show that we could do it. Over the span of 18 years, Pellitteri has more than proven our ability to provide this service. Our focus has shifted from showing that we can, to showcasing what makes us the local industry leader. And as a result, Pellitteri Waste Systems now services over 70,000 households.

- To date, we have implemented fully-automated residential refuse and recycling service systems in 38 municipalities and 45 private homeowner associations.
- Of the 38 municipal curbside residential contracts awarded since inception of our program, we have a **100%** renewal rate.
- Twelve of our municipalities opted within the first 18 months of a 5-year contract, to amend their terms to a 10-year contract to take advantage of our services at more favorable rates. This is an option made available in recent years to extend additional cost savings to customers who value superior service with long term and stable pricing.
- Pellitteri Waste Systems was selected to receive and sort the City of Madison's 20,000 annual tons of collected recyclable material while also being the exclusive waste hauling company for Dane County, servicing County-owned facilities and parks for the last 20 years and more to come.

Meeting the needs of our customers has always been the top priority at Pellitteri Waste Systems, which is why we are pleased to offer our '**customer first**' services to the Village of Mount Horeb and its residents.

In addition to our 'customer first' service approach, there are many aspects of Pellitteri Waste Systems that truly set us apart in our industry:

- Being a local family-owned and operated company for over 44 years allows us to offer your community a personalized family-to-family approach. This approach, along with our 160+ employees and 89 trucks, benefits all our residential customers by providing unmatched service and response to meet each residents' individual needs.
- We own and operate a state-of-the-art recycling material recovery facility (MRF), Kipp Street Station, and we are devoted to helping our customers increase the amount of items and materials that can be recycled instead of filling up a landfill. This leads to solutions for our customers that are environmentally and fiscally responsible. Managing our own processes also enables us to accept items you would not be able to recycle elsewhere such as milk cartons, properly prepared shredded paper, and pots & pans. Another benefit to partnering with Pellitteri is our ability to accept bagged recyclables, a program that has been discontinued by most other waste haulers in Wisconsin. Last, but certainly not least, we are proud to say we have never sent glass to a landfill, something that is disappointingly common in our industry. (Letter of reference from Strategic Materials provided)
- **Pellitteri Data Destruction** is trusted by the above-mentioned customers to handle the confidential document destruction servicing of their organizations by our industry leading NAID AAA-rated service – a service that recycles over 99% of materials handled.

Page 2



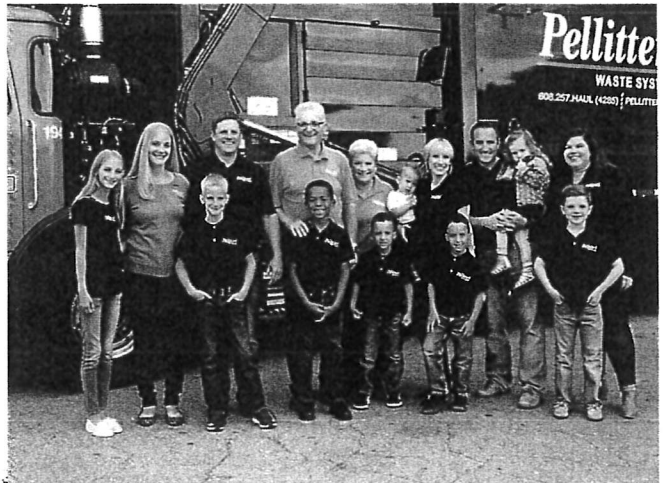
**Partnering with a Local Family-owned and Operated business
Does make a difference!**

Our Mission

To continue the Pellitteri family business's tradition of service by promptly responding to customer needs, offering individualized solutions, effectively communicating and following through. These solutions will be environmentally and fiscally responsible. Our commitment to safety, professionalism, and personal growth will foster an environment which benefits our team, clients and community.

Our Business Values

- Be honest and truthful in all matters.
- Treat all people as we want to be treated.
- Work safely.
- Be good stewards of our environment.
- Follow all rules and regulations.
- Be friendly and positive, promote a spirit of excitement.



No matter what other companies claim... **We are truly the only local, family-owned and family-managed full-service waste and recycling company in the area.** We are a full-transparency company with owners who actually live in Dane County, and proudly put their family name on the business. There is a lot at stake personally when your name is on the trucks, and you are raising a family within the markets you are servicing. As you can see, Pellitteri Waste Systems is committed to staying family owned for generations to come!

We are the only waste company in the area to own and operate a fully automated, state of the art, recycling recovery facility complete with an educational room for our customers to visit and further educate themselves on recycling via guided tours. We control the quality of our end product, and we take careful strides in our effort to ensure things get recycled properly (glass and milk cartons as examples, see attached letters).

Page 3

(608) 257-4285

* CONFIDENTIAL INFORMATION *

www.pellitteri.com



Value Added Benefits from working with a Local Family-Owned Company

- Website page dedicated specifically to the Village of Mount Horeb residents with holiday notices, collection calendars, recycling information (including over 30 recycling tip videos), many FAQ's and interaction through social media platforms. Please check out 38 other municipalities' examples currently at pellitteri.com.
- A **local, fully-staffed** customer service team dedicated to assisting the Village of Mount Horeb residents and Administration with anything they may need.
 - Unmatched response time with all inquiries
 - Numerous reuse and recycling options given prior to setting up 'bulky item' pick-ups.
 - Educate new residents on cart program and collection schedules.
 - You can talk to a Pellitteri anytime.
- We have included testimonials from some of our current municipalities who speak to the value of working with a live, locally staffed team. No need to sit on hold to get a person on the phone. Our staff has a direct line of communication with the drivers who service your community, streamlining communications for any unexpected changes or requests.
- Coupons for our other services on the annual residential service calendars provided as a PDF.
- Website and email notification of Holiday service day changes. Residents are encouraged to sign up for our email notices on our website.
- Prompt and timely reporting for Village staff.
- Check out our **Newly Launched Mobile App**- (*Just download the 'Pellitteri Waste Systems' app*)
 - A mobile app with a searchable recycling database, as well as specific Village of Mount Horeb resident's collection schedules, including service reminders and the option to sync to your personal calendar! (download 'Pellitteri Waste Systems app' in your mobile apps)





Example of our website's Resource
Page dedicated to the residents of
The Village of Mount Horeb
(village of Dane used as an example below)

≡ MENU

Village of Dane

If you have any questions, please don't hesitate to call us at 608-257-4285 or submit a question through the Contact Us button below.

Contact Us

Important Documents & Links



Refuse & Recycling Collection Calendar

2022 Calendar



Additional Information

Recycle Info

Bulky Items

Hazardous Material

Village of Dane

New Resident Info



Website resource page example (continued...)

Check other bidder's websites. Do they have all the resources your residents (or current customers) need?

≡ MENU

FAQs for the Village of Dane

What are my options if I find that my carts are not the right size? ▼

When should I put the cart(s) out? ▼

Where should I place my cart(s)? ▼

What can I put in the trash and recycling carts for collection? ▼

What should I do if I have more trash and/or recycling than what fits in the cart? ▼

I frequently have more trash and/or recycling than what fits in the largest cart. Can I order an additional cart? ▼

I'm cleaning out my garage/basement/etc. and I have a lot of trash to dispose of. Where can I dispose of it? ▼

How will large items be collected such as furniture and appliances? ▼

If I move, do I take the carts with me? ▼

What if my cart gets damaged or stolen? ▲

My cart was not completely emptied, why? ▼



Pellitteri Waste Systems' Ongoing Recycling Efforts

We are always looking at ways to increase the value of recyclables and produce a clean product that processors can use. Our track record of innovation supports our desire to constantly revolutionize our processes. We have always been open to programs brought to us by our communities, which we would welcome from Mount Horeb, should you decide to partner with Pellitteri Waste Systems.

- We recently added technology to our system that will further separate smaller OCC boxes from the mixed paper stream to be properly placed into the OCC stream. Previously a larger percentage of these smaller boxes were being recycled in the Mixed Paper stream which means they were only able to be turned into tissue paper, essentially making them end of life products. By investing in technology to move these boxes into the OCC stream, it increases the percentage of OCC and ensures the OCC is turned into cardboard boxes that can be recycled multiple times.
- We have also added more sorting technology to further enhance the plastic sorting capabilities at our MRF. This project focused on capturing more of the recycling containers that are not properly prepared. For example, a PET bottle that has more residue within the bottle than the previous system could handle would be discarded as residual. Through upgrades, we are attempting to capture that PET bottle and keep the residual trash down, lowering the costs associated with residual.
- Additionally, we received a grant from the Paper Cup Institute to implement and promote paper cup recycling within our curbside program. This has allowed us to add hot and cold paper cups to the list of accepted recyclables. Stop throwing away those Starbucks cups, we have a home for them now!





An important question to ask... Is it Actually Being Recycled?

12 years ago, Pellitteri Waste Systems dove headfirst into recycling processing when we built our single stream recycling facility. Over time we have learned a lot about how to properly process recycling. We have also seen how other organizations will use specific techniques to keep the processing costs down at the detriment to the best use of that recycling. We serve communities who are leaders in recycling who have looked closely at what we provide within our recycling programs. These communities have chosen us over lower bids specifically because of the sustainable value our recycling program brings to the table.

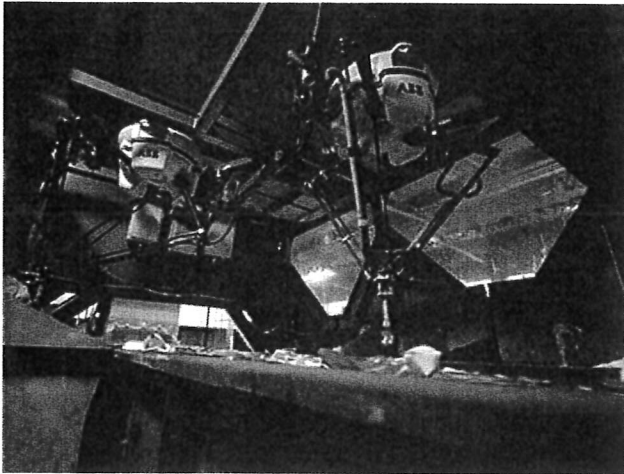
As part of your evaluation process, be diligent in finding out where your recycling is going. At the very base of curbside municipal recycling is a law requiring that specific forms of paper, plastic, metals, and glass be recycled in a DNR approved manner. This is the minimum program required by law. Included in our bid cost is the investment in a glass cleanup system. We found that smaller pieces of paper like pull tabs, shredded paper, parking lot receipt tickets and small metals like, bottle caps, tin can tops, and crushed aluminum cans were contaminating the glass. Many of these good recyclables were not reclaimed further down-stream at the glass processing facilities and ended up in the landfill. The addition of our glass cleanup system several years ago allows us to produce clean glass and recover these types of materials. Our recycling program offers additional recycling options supported with equipment we have installed specifically to have it recycled properly.

Some facilities say they “accept” the same materials we accept for recycling but have no program in place to actually recycle them. It just means that they are willing to accept that material as a waste product when it goes through the system without a way to pull it out to recover it for recycling. One example of this is that we accept small metal pieces like pipe cutoffs, silverware, loose tin can tops, bottle caps, and aluminum can pull tabs. In most recycling facilities these small pieces generally sort out with the glass. Metal is a contaminate in the glass stream, but our glass cleanup system has both ferrous and non-ferrous magnets that remove these metals for correct recycling. Without the glass cleanup system these metals will go into the glass as a contaminate. We also offer bagged shredded paper as recycled product in our system.

As purchasing habits change our recycling systems must change with it. We can always do better and we are consistently upgrading our system to recycle better and offer more products to be recycled in our system. In 2016 we designed and installed our glass cleanup system giving us some of the results forementioned. In 2017 we invested in optical sorters to help remove contamination in the paper and robotics to assist in sorting and quality control. Our most recent major retrofit in 2021 enabled us to add new materials to our acceptable recycling list while also allowing us to better handle the changing plastic stream within single stream recycling. Our upgrade empowered us to better recycle “amazon effect” boxes which has dramatically increased over the past several years. Many of our customers see the value in the facility and processing techniques we use.



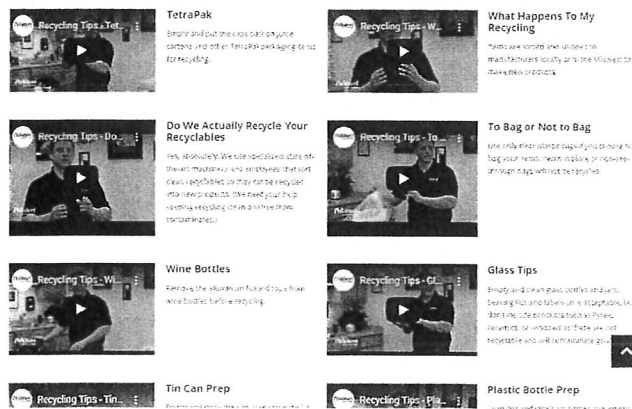
Our Efforts to Reduce Waste



With the constant evolution of technology, we continue to make strides by implementing equipment to automate processes and minimize the amount of recyclables getting through our system and not being recognized accordingly. State-of-the-art robotic arms that assist in the sorting efforts with pinpoint accuracy to ensure the efforts of the public are not going to waste by having clean recyclables discarded as trash.



We continue to expand our fleet of trucks to include compressed natural gas (CNG) vehicles to take advantage of the abundant American-generated natural gas and the growing number of CNG stations – including those popping up at landfills around the country where the gas given off from trash is converted into truck fuel.



In addition to offering free guided tours of our MRF, Kipp Street Station, we back up our commitment to recycling education by producing videos on recycling tips in today's challenging recycling market. Our goal is to minimize any confusion on recycling by continuing to educate the public on the proper ways to recycle while minimizing contamination; we currently offer over 30, 1- minute videos with recycling tips for your residents and a 7-minute video showing you what happens to your recycling once it arrives at the recycling facility.

To our knowledge we are the only local private hauler to successfully complete an organics pilot program in the area. As soon as the infrastructure is proven to be in place to facilitate organics composting/recycling, we would be very pleased to explore options for providing organic waste collection to the Village of Mt Horeb. See included slide for information/press release.

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(608) 257-4285

* CONFIDENTIAL INFORMATION *

www.pellitteri.com



General Information about Pellitteri and our services...

We are privileged to submit our proposal to the Village of Mount Horeb for the curbside trash and recycling service for your community.

We believe that our dedication to recycling leads to innovation and higher levels of servicing to our customers. This is evidenced by our expanded list of recyclables allowed for collection (***please see attachment***). Materials like pots and pans, small appliances, paper cups, bagged shredded paper, etc. have been unique to our residential recycling program offered. Our successful track record of implementing and servicing curbside automated cart systems, along with our continued efforts to fine-tune the cost-effectiveness of our programs leads to long-standing and beneficial relationships for all.

More than ever, homeowners are shopping with a scroll and a click online instead of in local brick-and-mortar stores. Low-cost same-day shipping deals and the convenience of shopping from home have propelled the growth of e-commerce. We have seen this bump in recycling volume at the curb. Fifteen percent increases in recyclables at the home level have been realized and are also influenced due to the increase in work from home options offered.

The acceptable industry standard for contaminants in recyclables is 10%. If recyclables collected in the Village of Mount Horeb exceed 10% contamination, Pellitteri will have the right to assess excess contamination costs from the Village. This will be done by way of an exclusive sort of the Village of Mount Horeb's recyclables.

Our pricing is contingent upon Pellitteri Waste Systems being awarded both trash and recycling collection, with automated service effective January 1st, 2024.



Page 10



General Information (continued)

In an automated collection system, carts need to be placed within 2 feet of the curb, not blocked by any object, and not within four feet of a mailbox, tree, car, another cart or any other object on either side.

Our residential trucks are equipped with GPS systems and cameras that allow Pellitteri Waste Systems to better resolve resident concerns pertaining to perceived service inconsistencies. In addition, we employ a fully staffed customer service team, which offers the ability to speak with **live, local staff** in case of any extra service needs. These representatives are trained to manage calls directly from the residents of the Village of Mount Horeb to make sure any inquiries are resolved in a timely and acceptable manner. All correspondence is logged into our CRM system to document communications from your residents. We will provide copies of the reporting logs upon request.

The Village of Mount Horeb will give Pellitteri trucks access to any household covered under this contract and will not hold Pellitteri responsible for any damage to roads required to be used for servicing households covered under this contract. The Village of Mount Horeb will secure and provide indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways as well as any abutting landscape (including private residential areas covered under this contract).

AUTOMATED REFUSE COLLECTION SPECIFICATIONS

Refuse collection will occur via each resident utilizing a Pellitteri Waste Systems owned trash cart. Pellitteri Waste Systems will empty these carts every week as long as carts are placed curbside on their scheduled days. Carts must be placed in an accessible curbside position (within two feet of street) before 7:00 am on the scheduled days. If no refuse cart is curbside on their scheduled pickup day, when we arrive for pickup, no refuse will be picked up for that week. Proper preparation of cart includes the cart being placed in an accessible location for the truck (i.e., not behind or within four feet of recycling cart, parked cars, mailboxes, or other obstructions). Carts should not be overloaded; the lids should be completely shut to keep the contents inside.

Pellitteri will replace any cart damaged due to driver negligence. Any carts lost, stolen or damaged for any other reason will have to be replaced by the resident at a current cart replacement cost and is subject to a \$45 swap out fee paid to the Contractor, and is subject to an annual escalator.

Additional collection of Bulky Items, Household Appliances, and Construction/Demolition Debris must be ordered and prepaid for by Village residents on an individual basis. Please refer to Bulky item pricing schedule for a list of items and pricing for these items. Households with extra bags that do not fit in the cart and/or Bulky Items must contact Pellitteri Waste Systems prior to pick up and prepay for disposal. Bulky items will be included in the next available scheduled large item pickup. Items must be at the curb or end of driveway on the scheduled pickup day with clear and unobstructed road access. All large household items must be no more than five (5) feet from the street. Large household items needing special pick-up is available weekly.



General Information (Continued)

AUTOMATED RECYCLABLES COLLECTION SPECIFICATIONS

“All-In-One” recycling shall include newspaper, corrugated cardboard (with the exception of pizza boxes), mixed paper, magazines, junk mail, brown craft bags, milk cartons, paper cups, chipboard, aluminum cans, steel cans, pots & pans, tin cans, rinsed glass bottles and jars, and plastic containers 1-7. Please see attached recycling sheet for comprehensive list of materials allowed and their specific preparation for collection, we will provide an annual list of accepted single stream recycling materials as a PDF to the Village for their use and provide this information on our dedicated webpage for Village of Mount Horeb residents at pellitteri.com.

Recycling collection will occur every other week via each resident and eligible business utilizing the Pellitteri Waste Systems owned recycling cart. Pellitteri Waste Systems will empty these carts as long as carts are placed curbside on their scheduled day. Items must be at the curb or end of driveway on the scheduled pickup day with clear and unobstructed road access. Carts must be placed in an accessible curbside position (within two feet of street) before 7:00 am on scheduled day. If no cart is curbside on their scheduled pickup day, when we arrive for pickup, no recyclables will be picked up for that week. Proper preparation of cart includes the cart being placed in an accessible location for the truck (i.e. not behind or within four feet of refuse cart, parked cars, mailboxes or other obstructions) with the lids fully closed.

Pellitteri will replace any cart damaged due to driver negligence. Any carts lost, stolen or damaged for any other reason will have to be replaced by the resident at a current cart replacement cost and is subject to a \$45 swap out fee paid to Pellitteri, and is subject to an annual escalator.

Additional recyclables that will not fit in a full cart can be placed in clear plastic bag(s) next to the recycling cart - provided the homeowner has called Pellitteri and prepaid for the additional bag(s).

Reference **our New Mobile App!** Pellitteri has a brand-new mobile app with a searchable recycling database specific to Village resident's collection schedules, including service reminders and the option to sync to your personal calendar!





General Specifications

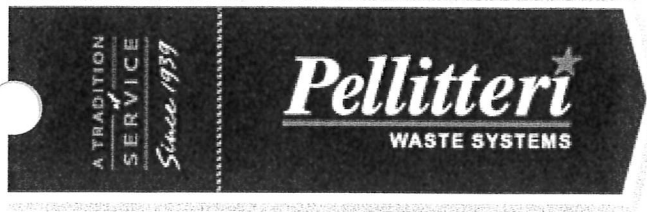
- The Village has the option to convert to the 10-year term and/or weekly recycling within the first 18 months of the contract.
- If the Village desires, we will hold one free shred event per year for the residents of the Village of Mount Horeb. This would be held on a weekday in a “non-winter” month at a specified location during the afternoon or early evening. The Village would be responsible for promoting the event and would need to provide staff to aid in the handling of material. Requests for event will need to be made 8 weeks in advance to secure a shred truck and give sufficient time to promote the event to the residents.
- Our quote includes all current landfill fees, taxes and surcharges as of July 1st, 2023. Pellitteri Waste Systems will be reimbursed for any additional expenses created by any new or amended laws, statutes, or ordinances that add new or increased environmental taxes or fees or required mandatory collection and/or disposal of refuse or increased rates by the Landfill or MRF other than the manner described in this proposal.
- In the event the Contractor is delayed in or prevented from performing its obligations hereunder, whether in whole or in part, by reason of or as a result of any force majeure, the Contractor shall be excused from performing such obligations during such force majeure. The term force majeure as used herein means acts of public enemies, blockades, wars, insurrections, governmental restraints, whether Federal or State, civil or military, civil disturbances, explosions, labor strikes not involving the Contractor, the inability to obtain necessary materials, including fuel, tires and supplies, and such other causes which are beyond the control of the Contractor.
- This proposal in its entirety will become part of the contract with the Village of Mount Horeb and will supersede and have precedence over the RFP.



General Specifications (continued)

GENERAL CONTRACT SPECIFICATIONS AND PROVISIONS

- 2. "SCOPE OF WORK"
 - Contractor will provide collection, processing and disposal of all recyclables and refuse from residential units in the Village of Mount Horeb for a period of either five (5) or ten (10) years depending on what the Village decides, commencing on January 1st, 2024.
- 3. "CONTRACT SECURITY"
 - Contractor will provide and maintain a \$50,000 irrevocable letter of credit for the Village of Mount Horeb at no additional charge. In the event the Village desires an increased letter of credit value, there will be an increased cost to the Village.
- 4b. "CONTRACTORS INSURANCE"
 - Pellitteri agrees to the proposed indemnification language with the clarification that Pellitteri will indemnify and hold the Village harmless for all claims arising from the acts or omission of Pellitteri.
- 12. "DAMAGE"
 - Pellitteri shall provide collection equipment and operators that will operate vehicles in a manner that will not damage properly maintained streets, sidewalks, overhead tress, etc. The Village of Mount Horeb will secure and provide indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways as well as any abutting landscape.
 - The Village of Mount Horeb will give Pellitteri trucks access to any household covered under this contract and will not hold Pellitteri responsible for any damage to roads required to be used for servicing households covered under this contract.
 - The Village of Mount Horeb will secure and provide indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways as well as any abutting landscape (including private residential areas covered under this contract).
 - Public streets in the Village are suitable for the Contractor's vehicles used in the collection of refuse and recyclables. If the Village prohibits the Contractor from operating its collection vehicles on a public street, Contractor shall not be required to collect on such street.
- 15 "TERMINATION OF CONTRACT"
 - The Village of Mount Horeb will provide a 30-day notice right to cure to Contractor.
 - First paragraph and second paragraph of Termination of Contract are contradictory, Pellitteri accepts the first paragraph of #15 on page 11 only.



General Specifications (continued)

- 16. "NON-PERFORMANCE"
 - In the event the Contractor is delayed in or prevented from performing its obligations hereunder, whether in whole or in part, by reason of or as a result of any force majeure, the Contractor shall be excused from performing such obligations during such force majeure. The term force majeure as used herein means acts of public enemies, blockades, wars, insurrections, governmental restraints, whether Federal or State, civil or military, civil disturbances, explosions, labor strikes not involving the Contractor, the inability to obtain necessary materials, including fuel, tires and supplies, and such other causes which are beyond the control of the Contractor.
- 21. "LENGTH OF CONTRACT"
 - The Village reserves the right to reopen any provisions of this contract which are affected by any changes in Federal and/or State Law, or recycling changes initiated on behalf of the Village.

WORK SPECIFICATIONS

- 2. "RESIDENTIAL UNIT COLLECTION"
 - All trash will be picked up in 95 or 65-gallon carts provided by the Contractor. The lids must be closed.
 - Collection personnel for the Contractor will not be responsible for distributing printed material to Village residents. The exception would be drivers placing cart tag notifications on carts for notifying of excessive weight, improper placement/banned material, etc. Please reference contractor's cart tag example on page 28.
- 3. "VILLAGE PROPERTIES"
 - Please see attached list of municipal buildings, parks and sidewalk containers to be provided at no additional charge to the Village. The sidewalk containers on Main Street and the bike bath will need to be converted to accommodate automated curbside service, in order to be included in the service.
- 6. "SUNDAY AND HOLIDAY WORK"
 - When the collection day falls on a legally designated holiday, the collection shall take place on the next day. A PDF calendar with the holiday service changes will be provided to the Village and posted online for the residents.
- 8. "COMPLAINTS"
 - Our regular business hours are Monday through Friday 7:30 AM – 4:30 PM. We also have an after-hours answering service. A report of complaints will be provided to the Village upon request.
 - We will investigate and respond to any complaints or incidents within one business day (typically same day) and will provide resolution; our fleet is equipped with GPS & video to help expedite these scenarios. A report of missed collections, complaints and incidents will be provided to the Village upon request.

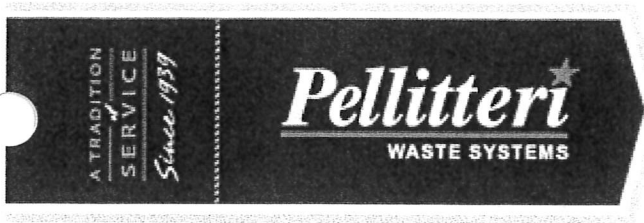


General Specifications (continued)

- 10. "MANNER OF COLLECTION"
 - Any material left at the curbside by the Contractor shall be clearly tagged by the Contractor indicating the reason any materials were not collected. Bag tag example provided on page 26.
 - Please refer to "Automated Refuse Collection Specifications on Page 11.
- 11. "HARDSHIP CASES"
 - Pellitteri Waste Systems offers curbside service to individuals certified to be disabled. An application and "hold harmless" agreement provided by the Contractor need to be signed by the resident and a physician prior to this service being provided.
 - Assistance will consist of wheeling collection carts to a serviceable location and returning carts to their original location provided the carts are not located within a structure. Driveway conditions, length of driveway, and driver safety are also factored for accessibility.
- 13. "SPECIAL EVENTS AND SERVICES"
 - Contractor to provide the Village of Mount Horeb with 30-yard roll-off dumpsters for fall and spring collection events at the rate of \$280/haul, \$50/ton, with a \$100 delivery fee per dumpster. These prices are subject to an annual escalator of 2%.
 - Recycling roll-off dumpsters for events are priced at a rate of \$266/haul, \$100 delivery fee, plus market-based disposal per dumpster and are subject to an annual escalator.
 - If desired by the Village of Mount Horeb, we can offer/add an annual E-Waste event for Village residents. Cost will be charged at \$.30 per pound, a trailer delivery charge of \$150 and \$300 per trailer haul. Annual escalator will apply. E-waste charge is based on current market pricing which can fluctuate, per pound rate is subject to change after 2024. The E-waste event would be promoted and staffed by the Village.

FORM OF AGREEMENT

- 3. "COMPONENT PARTS OF THIS CONTRACT"
 - This proposal in its entirety will become part of the contract with the Village of Mount Horeb and will supersede and have precedence over the RFP.



Annual Pricing Options

Pricing per household is indicated below as a monthly cost. The below costs include all current government surcharges/landfill fees as of July 1st, 2023. Any new households built will be billed on the invoice following the delivery of new carts.

FEE SCHEDULE – 5-year & 10-year Options:

Automated monthly cost per household based on:

- New Pellitteri Waste Systems 95-gallon Trash & 95-gallon Recycling Carts
- Weekly Trash Collection & **Every Other Week** Recycling

	5 YR TR	5 YR RC	TOTAL	10 YR TR	10YR RC	TOTAL
2024	\$ 10.00	\$ 5.00	\$ 15.00	\$ 9.62	\$ 4.63	\$ 14.25
2025	\$ 10.35	\$ 5.17	\$ 15.52	\$ 9.91	\$ 4.77	\$ 14.68
2026	\$ 10.71	\$ 5.35	\$ 16.06	\$ 10.21	\$ 4.91	\$ 15.12
2027	\$ 11.09	\$ 5.54	\$ 16.63	\$ 10.51	\$ 5.05	\$ 15.56
2028	\$ 11.48	\$ 5.73	\$ 17.21	\$ 10.83	\$ 5.20	\$ 16.03
2029				\$ 11.15	\$ 5.36	\$ 16.51
2030				\$ 11.49	\$ 5.52	\$ 17.01
2031				\$ 11.83	\$ 5.68	\$ 17.51
2032				\$ 12.19	\$ 5.85	\$ 18.04
2033				\$ 12.55	\$ 6.03	\$ 18.58

- NO FUEL SURCHARGE
- The Village of Mount Horeb has the option to go from a 5-year term to the 10-year term and/or weekly recycling within the first 18 months of the contract.
- The resident's annual charge for a second trash or recycling cart is \$99.00 annually and the resident will be invoiced in advance for this additional service. This cost is subject to annual escalators in subsequent years.
- Pricing includes all dumpsters and cans for municipal buildings, parks and sidewalk containers as specified on following/attached page.



Annual Pricing Options

Pricing per household is indicated below as a monthly cost. The below costs include all current government surcharges/landfill fees as of June 1st, 2023. Any new households built will be billed on the invoice following the delivery of new carts.

FEE SCHEDULE – 5-year & 10-year Options:

Automated monthly cost per household based on:

- New Pellitteri Waste Systems 95-gallon Trash & 95-gallon Recycling Carts
- Weekly Trash Collection & **WEEKLY** Recycling

	5 YR TR	5 YR RC	TOTAL	10 YR TR	10YR RC	TOTAL
2024	\$ 10.00	\$ 7.50	\$ 17.50	\$ 9.62	\$ 7.13	\$ 16.75
2025	\$ 10.35	\$ 7.76	\$ 18.11	\$ 9.91	\$ 7.34	\$ 17.25
2026	\$ 10.71	\$ 8.03	\$ 18.74	\$ 10.21	\$ 7.56	\$ 17.77
2027	\$ 11.09	\$ 8.31	\$ 19.40	\$ 10.51	\$ 7.79	\$ 18.30
2028	\$ 11.48	\$ 8.60	\$ 20.08	\$ 10.83	\$ 8.02	\$ 18.85
2029				\$ 11.15	\$ 8.26	\$ 19.41
2030				\$ 11.49	\$ 8.50	\$ 19.99
2031				\$ 11.83	\$ 8.76	\$ 20.59
2032				\$ 12.19	\$ 9.02	\$ 21.21
2033				\$ 12.55	\$ 9.29	\$ 21.84

- NO FUEL SURCHARGE
- The Village of Mount Horeb has the option to go from a 5-year term to the 10-year term and/or weekly recycling within the first 18 months of the contract.
- The resident's annual charge for a second trash or recycling cart is \$99.00 annually and the resident will be invoiced in advance for this additional service. This cost is subject to annual escalators in subsequent years.
- Pricing includes all dumpsters and cans for municipal buildings, parks and sidewalk containers as specified on following/attached page.



Additional Dumpsters & Carts Included for the Village of Mount Horeb

The following is a list of municipal buildings and parks' current dumpster sizes that are included in this proposal at no additional charge to the Village of Mount Horeb:

Village Garage:

- | | |
|-------------------------------|---------------------------|
| (2) 6-yard trash dumpsters | (1) 8-yard trash dumpster |
| (1) 6-yard recycling dumpster | |

Wastewater:

- | | |
|-------------------------------|------------------------------|
| (1) 96-gallon trash cart | (1) 96-gallon recycling cart |
| (1) 2-yard trash dumpster | (1) 4-yard trash dumpster |
| (1) 2-yard recycling dumpster | |

Community Center:

- | | |
|---------------------------|-------------------------------|
| (1) 2-yard trash dumpster | (1) 2-yard recycling dumpster |
|---------------------------|-------------------------------|

Municipal Building:

- | | |
|---------------------------|-------------------------------|
| (1) 2-yard trash dumpster | (1) 2-yard recycling dumpster |
|---------------------------|-------------------------------|

Swimming Pool:

- | | |
|---------------------|--|
| (1) 6-yard dumpster | |
|---------------------|--|

Library:

- | | |
|---------------------------|-------------------------------|
| (1) 2-yard trash dumpster | (1) 2-yard recycling dumpster |
|---------------------------|-------------------------------|

Chamber:

- | | |
|---------------------------|------------------------------|
| (1) 2-yard trash dumpster | (1) 96-gallon recycling cart |
|---------------------------|------------------------------|

Public Safety Building:

- | | |
|---------------------|-------------------------------|
| (1) 4-yard dumpster | (1) 2-yard recycling dumpster |
|---------------------|-------------------------------|

- All dumpsters and trash carts listed above will be serviced once a week.
- The 96-gallon recycling carts will be serviced bi-weekly (or weekly), to match the residential service days.
- All 96-gallon carts will need to be accessible for automated collection.
- Any changes to container sizes, increased level of service or additions will be at an additional cost to the Village.

Additional Village Carts:

** With the automated curbside trash and recycling collection, we can not manually empty the carts located along Main St and the carts by the bike path. However, Pellitteri would like to provide the Village of Mount Horeb with a \$9,000 donation towards the purchase of new carts that are suitable for automated collection. Please see information on the following page.



Possible Main Street Cart Options...

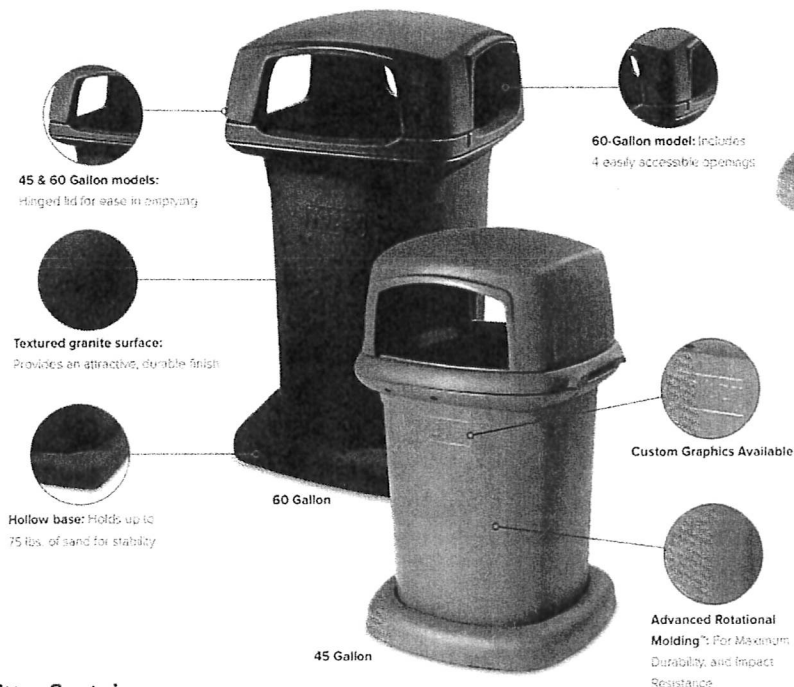
Due to the style of the Village's current carts located on Main Street, they are incompatible with automated trash and recycling pickup. Pellitteri is moving away the curratto-style trucks (front load) and moving towards all side-load trucks.

The newer side-load trucks have proven to cause less garbage and debris from escaping during the dumping process, and more importantly... promotes driver safety. Every time a driver gets out a truck there's a risk of injury and we take great pride in the decisions we make to ensure employee safety.

Because of this, Pellitteri is offering the Village of Mount Horeb a \$9,000 donation to be used towards the purchase of new Village carts. These carts would be owned and maintained by the Village.

** The proposed amount of \$9,000 was based on a quote to replace 24 carts through a company called Toter. There are numerous companies that offer similar carts... some cheaper, some more expensive. Areas like Middleton and Fitchburg are just a couple of examples of municipalities that have changed out their city/public carts to accommodate automated service.

Toter's litter containers are designed for industrial, commercial, recreational, and institutional environments. Constructed using Advanced Rotational Molding™ for maximum durability and impact resistance, Toter litter containers are extremely rugged and built to last.



Litter Containers





Pre-Arranged Bulky Item Pricing

Households with Bulky Items must contact Pellitteri Waste Systems prior to pick up and prepay for disposal by check, cash, or credit card. Those large items will be included in the next available scheduled large item pickup. Items must be at the curb or end of driveway on the scheduled pickup day. All large household items must be no more than five (5) feet from the street. Large household items needing special picked up is available weekly.

White Goods, Electronic Waste (collected at individual residences) and Other Bulk Items:

ITEM	2024	2025	2026	2027	2028
White Goods without refrigerants	\$54.00	\$55.00	\$56.00	\$57.00	\$58.00
White Goods, with refrigerants	\$64.00	\$65.00	\$66.00	\$67.00	\$68.00
Car Tire, without rim	\$27.00	\$28.00	\$29.00	\$30.00	\$31.00
Truck Tire, without rim	\$32.00	\$33.00	\$34.00	\$35.00	\$36.00
Car or Truck Tire, with rim	N/A	N/A	N/A	N/A	N/A
Additional Refuse, per cubic yard	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00
Additional 30-Gallon Bag Refuse/Recycling	\$3.06	\$3.12	\$3.18	\$3.25	\$3.32
Construction and Demolition Waste, per cubic yard	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00
Furniture, fixtures, other	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00
Electronics, Computers	\$51.00	\$52.00	\$53.00	\$54.00	\$55.00



General Specifications – Transition plan and new cart roll-out.

TRANSITION PLAN – New Pellitteri Waste Systems Owned Carts

We are quoting a standard 95-gallon trash cart and a standard 95-gallon recycling cart. If the Village desires, residents have the option of choosing 65-gallon carts if they feel the 95-gallon carts are too large.

Pellitteri will draft a mailer (see attached sample) which allows residents to choose trash and recycling cart sizes. We will need a list of the residents receiving the mailer, preferably in excel format to cross-reference the responses. We will then address, stamp, and mail the mailers so that the Village is assured that every household had an opportunity to order the correct size cart. We will have a self-addressed envelope in the mailer and Pellitteri Waste Systems will collect the responses.

Residents that do not return the mailer will receive the standard (default) 95-gallon trash cart and 95-gallon recycling cart. Any resident that requests a different cart after the due date on the mailer or during the term of the contract will be charged a \$45.00 swap out fee. Residents may always pre-schedule an appointment to bring the carts to our corporate offices for a free size swap during normal business hours (this service is temporarily unavailable).

The carts will be delivered in mid to late December. Each recycling cart will have a packet of information outlining important information regarding the new collection system (example included) – including a calendar showing their service day for trash and recycling. Holiday service adjustments are also shown on the calendar.

The Carts are Coming!



Pellitteri Waste Systems will become the Town of Dunn's trash and recycling service provider, effective January 1st, 2013.

Starting January 1st, 2013 your trash and recycling service will be done with automated cart collection. This means you will be receiving a new set of trash and recycling collection carts in December of 2012. With this change you will need to determine what cart size is best for your household. The Village will mail you a flyer for cart selection the week of October 15th.

How Do I Choose a Cart?



Pellitteri
WASTE SYSTEMS

Consider the following:

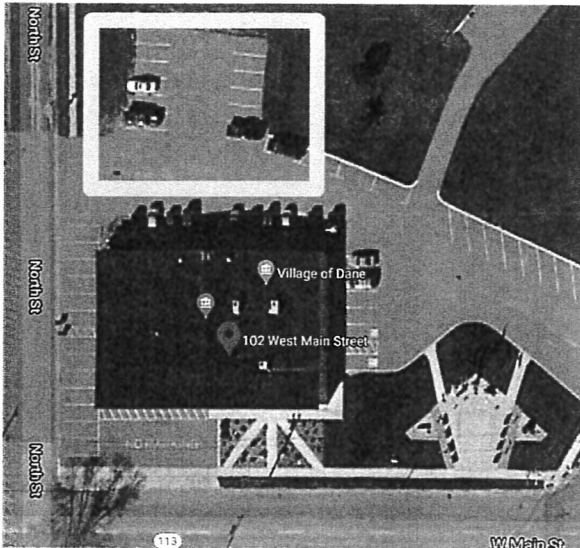
- Trash will be picked up **WEEKLY!** Choose the cart size based on your maximum volume in any one week. Trash placed outside the cart will **NOT** be picked up. Think about holidays and special occasions.
- Recycling will be picked up **EVERY OTHER WEEK!** You do **NOT** need to sort your recyclables which typically increases the amount of materials your household will recycle.
- The carts have wheels to make them easy to move around and push to the curb.
- Choose a size that fits in your storage area. 95-gallon carts may more easily fit in a garage if turned sideways.

64-gallon	5-6 kitchen trash bags	24" by 27" by 42" high
95-gallon	7-8 kitchen trash bags	26" by 34" by 46" high

* A standard kitchen trash bag is 13 gallons



General Specifications – Transition plan and new cart roll-out. continued...



(Example: Village of Dane Staging Area)

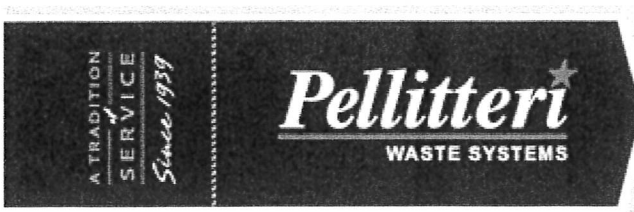
Pellitteri and the Village of Mount Horeb will agree on a staging area to receive all the new carts before they're delivered to the residents.



New Cart Delivery

Pellitteri will deliver new carts curbside and hang a packet of information inside each recycling cart showing maps, pick-up dates, additional resources and contact information. (please see the "sample cart packet" for an example of information included.)





Sample Mailer

THE CARTS ARE HERE!

Pellitteri Waste Systems will become the Village of Arlington's trash and recycling collection service provider, effective January 6th, 2015. Respond by October 16th to change from the standard cart sizes.

On January 6th, 2015 Pellitteri Waste Systems will begin trash and recycling service at your residence. You will be receiving a new set of trash and recycling collection carts in December 2014. Please review this flyer to determine which cart size best suits your household's needs. If you choose to have carts different from the standard size (65-gallon trash and 95-gallon recycle) you will need to complete the form on the back of this flyer and return it to Pellitteri Waste Systems no later than October 16th, 2014.

- Why Do I Need New Trash and Recycling Carts?**
New carts are needed because Pellitteri Waste Systems' automated collection systems will only pickup Pellitteri Waste System carts.
- Do I Have to Pay for the Carts?**
You will not be charged for the standard size carts you receive in December. If you wish to exchange cart size (after the initial delivery) you will have until October 16th, 2014 to do so without an exchange fee (one free exchange per household). After October 16th, 2014 there will be a \$25 exchange fee for any changes in cart size.
- How Do I Use My New Carts?**
Directions on how to use your new carts, a collection calendar and detailed information about recycling will be delivered with the blue recycling cart upon delivery in December of 2014.
- Where Can I View the Cart Size Options?**
Village Hall, 200 Commercial St
October 1st through October 16th, 2014

Size	How Much Does It Hold	Dimensions
45-Gallon	1-6 kitchen trash bags	24" by 37" by 45" high
95-Gallon	7-8 kitchen trash bags	26" by 34" by 46" high

* A standard kitchen bag is 13 gallons

You will receive a 95-gallon trash & 95-gallon recycle cart during the initial cart delivery in December 2014.

When determining the size of cart that best suits your needs please consider the following:

- Trash will be picked up weekly!** Trash placed outside the cart will not be picked up unless you have called Pellitteri Waste Systems and prearranged with payment for the extra charge. This means all trash must be placed inside of the trash cart with the lid closed. Please choose your cart size based on your highest anticipated volume in any one week. For example, most households have more trash during the summer and around holidays.
- Recycling will be picked up every other week!** Choose a cart large enough to handle two weeks' worth of recyclables. All recyclables - cardboard, paper, newspapers, magazines, plastic containers (#1-7) and aluminum tin/steel cans - go into the recycling cart. We encourage you to get the largest recycling cart possible as our all-in-one system typically increases the amount of materials your household will recycle.
- Choose a size that fits in your storage area.** The carts range from 37" (3 feet, 1 inch) to 46" (3 feet, 10 inches) tall. The 95-gallon carts easily fit in a garage if turned sideways.

You will receive a 95 gallon trash cart and 95 gallon recycling cart unless you return the form before by October 16th, 2014.

All changes in cart size after October 16th, 2014 are subject to a \$25.00 fee.



Collection Calendar Example



2022 REFUSE AND RECYCLING

Collection Calendar

Mondays

Your area will be picked up on non-holiday Mondays. Refuse will be collected weekly. Recycling will be collected every other week.



Refuse Pick-up Only.



Recycling and Refuse Pick-up.

For scheduling the pick-up of items too large to fit into your cart, please call Pellitteri Waste Systems at (608) 257-4285, or visit www.pellitteri.com to contact us via email.

JANUARY '22	FEBRUARY '22	MARCH '22	APRIL '22
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5	1 2 3 4 5	1 2
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19	10 11 12 13 14 15 16
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23
23 24 25 26 27 28 29	27 28	27 28 29 30 31	24 25 26 27 28 29 30
30 31			
MAY '22	JUNE '22	JULY '22	AUGUST '22
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31
		31	
SEPTEMBER '22	OCTOBER '22	NOVEMBER '22	DECEMBER '22
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1	1 2 3 4 5	1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
	30 31		

Please see reverse side for the updated recycling list. To sign up for email alerts regarding service changes, please email info@pellitteri.com.

LOYALTY DISCOUNT

\$20 OFF!

a temporary dumpster

Expires 1/1/2023. Not valid with any other discounts, coupons or promotions.

clean ups, small remodeling, bulky items, big jobs, roofing, remodeling, etc.



Residential

COLLECTION INFORMATION

RECYCLING Information – All recyclables should be placed in your recycling cart

EXPANDED Paper RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper cups (no plastic lids or straws)
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)
- Shredded paper (place in clear or transparent plastic bag and tie shut; a full bag should be the size of a basketball)

RECYCLABLE Plastic & Glass

- All plastic bottles (no motor oils or gasoline)
- Plastic containers/cups #1-7
- Glass bottles & jars (clear, blue, brown or green translucent glass)

RECYCLING Tips

- Containers containing food or liquids, construction waste or electronics CANNOT be placed in the recycling cart.
- Should you choose to bag recyclables you place into the cart, please use clear or transparent bags and leave open – do not tie or seal. Clear bags can be purchased at most grocery and hardware stores.
- Do not flatten or crush plastic or metal items. Do not place smaller items inside larger containers. All items should be loose and empty. Remove all food waste, plastic, Styrofoam & packing peanuts.
- Flatten cardboard boxes and cereal boxes to make room in the recycling cart. The lid on your cart should shut.
- Your recycling cart will not be picked up if it contains trash, yard waste or prohibited items, or if overloaded.
- Check out www.pellitteri.com for dozens of 1-minute recycling tip videos, a 7-minute video showing what happens to your recyclables, and a Recycle Right Search Tool to verify if items are recyclable.
- Download the "Pellitteri Waste Systems" mobile app for pickup day reminders and Recycle Right Search Tool.

RECYCLABLE Metal

- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) – nothing larger than a basketball
- Small metal plumbing fixtures, faucets, valves
- Tin & steel cans

NON-RECYCLABLE Items:

- Batteries
- Brake rotors / drums
- Construction waste
- Electronics
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil & gasoline containers
- Plastic film, wrap & Styrofoam
- Propane tanks
- Recyclable containers containing liquids or food
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes

0423



TRASH INFORMATION

TRASH Information – What cannot go into your trash dumpster

HAZARDOUS MATERIALS

Hazardous wastes, chemicals, and some cleaners are not to be disposed of in the trash. Examples—Items that contain:

- Biological hazards including needles
- Corrosives
- Chemicals (including pool chemicals)
- Explosives
- Gasses
- Poisons
- Solvents

ELECTRONICS

Including:

- Cell phones
- Computers (desktop, laptop, netbook and tablet computers)
- Computer accessories (including keyboards, mice, speakers, external hard drives and flash drives)
- Computer monitors
- Desktop printers (including those that scan, fax and/or copy)
- DVD players, VCRs and other video players (i.e. DVRs)
- Fax machines
- Televisions

OTHER BANNED ITEMS

- Appliances
- Batteries
- Brush/Grass/Leaves/Yard Waste
- Fluorescent Bulbs/Fixtures
- 55 Gallon Barrels/Drums
- Full or partially-full aerosol cans
- Products containing mercury
- Oil/Gas/Petroleum Products (incl: oil filters and absorbents from spills larger than 1gal.)
- Paint (liquid form)
- Pharmaceuticals/Medications
- Recyclables
- Sharps/Needles
- Tires



BAG TAG EXAMPLE

SORRY

Dear Resident:
We could not pick up your _____ DATE _____

TRASH

- ☐ 1 Exceeds weight limit of _____ pounds
- ☐ 2 Improper container/bags
- ☐ 3 Item excluded from residential pickup
- ☐ 4 Improper placement of receptacles
- ☐ 5 Yard waste mixed with garbage
- ☐ 6 Trash container is unacceptable - Please replace
- ☐ 7 NO hazardous waste, flammable materials, or oil

RECYCLE

- ☐ 8 Recyclables & non-recyclable waste mixed
- ☐ 9 Items are not included in the recycling program
- ☐ 10 Cardboard **MUST BE** flattened

YARD WASTE

- ☐ 11 Brush exceeds 5' in length
- ☐ 12 Brush diameter exceeds 6"
- ☐ 13 Brush and yard waste not at the curb

OTHER

Please correct the problem marked above and
we will be happy to pick it up on your next service day

Pellitteri
WASTE SYSTEMS

PELLITTERI.COM
608.257.4285

Customer Address _____

Issue # _____



List of Current Municipalities Served

Municipality/ Area Served	Approximate Population	Years Serviced From-To	Refuse Collection	Recycling Collection	Yardwaste Collection	Brush Collection
City of Middleton	22,636	1/1/2010 to present	Yes	Yes - weekly	No	No
Village of Waunakee	14,950	1/1/2011 to present	Yes	Yes - weekly	No	No
Village of Oregon	11,407	1/1/2008 to present	Yes	Yes - weekly	No	No
City of Fitchburg	30,674	1/1/2009 to present	Yes	Yes	Yes	Yes
City of Sun Prairie	36,189	4/1/2016 to present	Yes	Yes	Yes	No
Village of Shorewood Hills	2,146	12/1/2007 to present	Yes	Yes - weekly	No	No
Village of McFarland	9,325	1/1/2014 to present	Yes	Yes - weekly	No	No
City of Brodhead	3,249	8/1/2015 to present	Yes	Yes	No	No
Village of Belleville	2,559	1/1/2013 to present	Yes	Yes	No	No

In addition to the municipalities listed above, we also serve the following communities for curbside refuse and recycling collection:

- City of Monroe
- City of Wisconsin Dells
- City of Verona
- Town of Arena
- Town of Brooklyn
- Town of Burke
- Town of Dunn
- Town of Middleton
- Town of Montrose
- Town of New Glarus
- Town of Newport
- Town of Oregon
- Town of Pleasant Springs
- Town of Springfield
- Town of Sun Prairie
- Town of Verona
- Town of Vienna
- Village of Arena
- Village of Arlington
- Village of Black Earth
- Village of Brooklyn
- Village of Dane
- Village of Fall River
- Village of Maple Bluff
- Village of New Glarus
- Village of West Baraboo
- Village of Windsor

*Supplemental data and contacts available upon request.



VILLAGE OF
MOUNT HOREB

WISCONSIN

On behalf of all of us here at Pellitteri Waste Systems... thank you again for your time, as well as the opportunity to be the new curbside refuse and recycling service provider for the Village of Mount Horeb.

We look forward to showing you how our commitment to quality, safety, professionalism and customer service truly makes Pellitteri Waste Systems the trusted source for trash and recycling in Southern Wisconsin!

The following pages are just a small sampling of some of the accolades, awards and referrals Pellitteri has received over the years. Our dedication to being a leader in the recycling field and our tradition of excellent service is something we're very proud of...



2022 Outstanding Achievement in Education Award



Leaders In Resource Renewal

A non-profit association that provides statewide proactive leadership on waste reduction and recycling through education, advocacy, collaboration, programs and services.

For Immediate Release

Media Contact:

Karin Sieg, Executive Director
Associated Recyclers of Wisconsin
execdirector@arow-online.org
(715) 343-0722

Betsy Powers, Vice President
Associated Recyclers of Wisconsin
bpowers@scsengineers.com
(608) 333-5408

AROW Honors Recycling and Waste Reduction Efforts Throughout Wisconsin at Annual Awards Ceremony

Stevens Point, WI (March 6, 2023) – The Associated Recyclers of Wisconsin (AROW) proudly held their annual awards ceremony last week at the 2023 Wisconsin Integrated Resource Management Conference (www.wirmc.org). The ceremony, held on February 23rd, recognized individuals and organizations for outstanding work in the field of recycling and waste reduction.

This year AROW gave out a total of three awards.

"AROW always looks forward to honoring those working hard in our industry. This year's recipients clearly demonstrate the strength of recycling in Wisconsin with achievements in public and private industry as well as education," said Betsy Powers, AROW's Vice President. "AROW is the voice for recycling and waste reduction in Wisconsin and we are proud to recognize these individuals and groups."

The prestigious **Christy Dixon Recycler of the Year** award was presented to Aneliese, Development Board Director formerly the Waukesha, WI. This recognition is given to a person who has made significant contributions to the recycling industry and standards. Aneliese has been a leader in the industry for many years.

Some of Aneliese's highlights over the years include a dividend payment to partner community, a significant contributor to the development of the Waukesha County Recycling program and identified a continuous improvement opportunity for a new recycling app specifically designed to take the waste stream to the next level.

Despite being incredibly busy with her 'day job' as a leadership capacity as Committee Chair, Vice President and Board Member, Aneliese continues to be a strong advocate for recycling and waste reduction.

The **Outstanding Achievement in Waste Reduction** award was presented to Waukesha County Recycling. This recognition is given to a program that has made significant contributions to the recycling industry and standards.

The Waukesha County Recycling team created a partnership that is built to share the benefits of recycling and waste reduction with the community.

Associated Recyclers of Wisconsin
Phone: (715) 343-0722

The **Outstanding Achievement in Education Award** was awarded to Pellitteri Waste Systems of Madison, WI. This award is given to an individual or group from the public, private, or non-profit sector that has excelled in solid waste or recycling environmental education.

Pellitteri is passionate about keeping Wisconsin's recycling program strong and producing quality material. Pellitteri has accomplished this through their major education focus of educating customers and south central Wisconsin through 24 video shorts on recycling right topics like propane tanks, batteries, electronics, food contamination, etc.; producing Material Recovery Facility operation videos so residents can see first hand how materials get sorted at their facility; paid social media posts and ads; and calendars, cart information, new resident information, recycling information, FAQs and more for 38 municipalities and 44 private homeowner associations. Their commitment to a strong recycling program throughout Wisconsin is evident in their willingness to serve on industry groups and associations such as the Council on Recycling, National Waste and Recycling Association- WI Chapter, and the WI DNR Waste and Materials Management Study Group.

AROW is a membership-based organization, serving the recycling and waste reduction interests of citizens, organizations, municipalities and businesses across the state. For those who support recycling and wish to see more waste diverted into productive use, consider joining the cause by becoming an AROW member.

###

About the Associated Recyclers of Wisconsin (AROW)

Founded in 1990, AROW is an association representing Wisconsin's recycling, waste reduction and sustainability professionals. The organization provides leadership through education, advocacy, and collaboration and promotes effective, efficient and sustainable material recovery initiatives. For details on AROW, its positions and programs visit www.arow-online.org.



17220 Katy Freeway, Suite 150, Houston, Texas 77094
STRATEGICMATERIALS.COM

August 06, 2019

Dear Pellitteri Waste System Customers and/or Potential Customers,

Strategic Materials Inc. is the largest glass recycling company in the U.S. We specialize in turning used glass into clean, ready to use, glass cullet. The recycling plant in Delavan manufactures glass cullet which is used to make new glass bottles. We are currently the only organization in Wisconsin that is taking mixed color glass from single stream recycling plants for the purpose of reuse and recycling. Most glass that doesn't come to us is being sent to a landfill --- never to be used again even though it has an unlimited life cycle.

Strategic Material's Delavan, Wisconsin, location recognizes Pellitteri Waste Systems for producing the cleanest, three-mix glass that comes from a single stream MRF in Wisconsin. Having clean material is essential to our operations by minimizing waste and allows us to recycle the highest percentage of material. We appreciate Pellitteri's dedication to providing quality materials to our organization. Customers of Pellitteri Waste Systems can feel confident that their mixed glass recycling efforts are resulting in the highest quality and quantity glass reuse available.

Sincerely,

Daniel VanKorn
Regional Sourcing Manager - Midwest
c. 281-755-7132 | dvankorn@strategicmaterials.com
SMI Delavan | 1849 Hobbs Drive Delavan, WI 53115



Carton Council of North America
Midwest Office -7325 Edgehill Rd , Greendale WI 53129

To whom it may concern,

My name is Jim Birmingham, Midwest director for The North American Carton Council. Pellitteri Waste and Recycling of Madison has always been a leader in new initiatives to add commodities to the recycling container. In 2015 when presented with the opportunity to add carton recycling to residential and school containers Pellitteri was one of the first MRF in Wisconsin to add them even though it meant disrupting and doing several changes to their processing line .

I have personally known this family run business for 25 years . They are one of the top companies in the industry .

Sincerely

Jim Birmingham

Midwest Director ,Carton Council





PELLITTERI WASTE SYSTEMS LAUDED BY CITY OF FITCHBURG FOR ROLE IN RECYCLING AWARD

FOR IMMEDIATE RELEASE

February 12, 2014

MADISON, WI – Pellitteri Waste Systems was recently recognized and thanked by the city of Fitchburg for services provided to Fitchburg's Organics Collection Pilot program. The program, which ran from April 2012 through December 2013, was honored with a Excellence in Recycling Award from the Wisconsin Department of Natural Resources late last year. In accepting the award, the city thanked Pellitteri Waste Systems for the company's role in making the pilot program possible.

"The City of Fitchburg would like to extend our sincere appreciation for Pellitteri's support during the Household Organics Collection Pilot," Paul Woodard, Fitchburg's Director of Public Works/City Engineer wrote in a January 21 letter to Pellitteri Waste Systems. "We could have never achieved this great accomplishment without your help."

"This is a great recognition. We are pleased to have played a role in the success of the Organics Collection Pilot Program," says Pellitteri Waste System VP of Finance David Pellitteri.

The city of Fitchburg reports that the pilot program engaged more than 320 of the 400 target households and "provided a wealth of logistical information and will contribute to the success of any future city-wide household organics collection program."



This article can be found at <https://www.pellitteri.com/blogs/news/pellitteri-waste-systems-lauded-by-city-of-fitchburg-for-role-in-recycling-award>

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Featured in Greater Madison
In Business March 17, 2022



Pellitteri chosen for curbside waste and recycling collection

March 17, 2022 by Site Staff

Pellitteri Waste Systems has been chosen for the trash and recycling contracts for the city of Verona, townships of Burke, Middleton, and Springfield, and the villages of Maple Bluff and Fall River. Pellitteri now services 35 local communities and more than 61,000 homes weekly. Pellitteri sorts and processes items for recycling that are not currently required by state law including:

- Hot and cold paper cups;
- Paper milk and juice cartons;
- Metal pots and pans;
- Shredded paper properly prepared in clear plastic bags;
- Small metal appliances like toasters and blenders;
- Small metal plumbing fixtures, faucets, valves; and
- Empty aerosol cans.



Your trusted waste and
recycling partner



Pellitteri Waste Systems, Inc. has had NO complaints on BBB.org
in the last 12 months. That's proof to your customers that you are
running a trustworthy business.





Hi Joe,

The Town of New Glarus would like to thank Pellitteri Waste Systems for the smooth transition to their collection services. We've now been with Pellitteri for 6 months, & there's been a noticeable decline in the amount of weekly complaints & concerns from residents as opposed to our previous service. And when we do receive a concern, we have been more than happy with the attentive responses from the Customer Service department.

Thank you for all of your assistance in this process & your continued high quality service provided to the residents of our town!



Jesse Wahl
She/her
Clerk-Treasurer
Town of New Glarus
608-527-2390

Good morning Joe,

Nice to meet you. I would like to let you know that out of the communities I have worked in, dealing with your staff has been one of my best experiences.

Olga and Grace are always pleasant, and nice to work with. 2020 was a difficult year, but your staff handled it well.

Thank you,

Angie Runde



Village of Belleville
Deputy Clerk/Treasurer
PO Box 79
Belleville, WI 53508
arunde@villageofbelleville.com
608-424-3341 x. 105



From: Claudia Guy <Claudia.Guy@fitchburgwi.gov>
Sent: Monday, September 28, 2020 12:49 PM
To: Tim Bolhuis <Timb@pellitteri.com>
Cc: Bill Balke <Bill.Balke@fitchburgwi.gov>
Subject: RE: Fitchburg Video

Hope all is well with you, Tim.

As the Environmental Engineer for the City of Fitchburg, Pellitteri's customer service team continues to exceed my expectations. They provide fast, same-day response to resident complaints, and really go the extra mile to make sure residents are taken care of in a compassionate, fair, and timely manner.

We especially love Grace!

Thank you,
Claudia

Claudia Guy, P.E.
Environmental Engineer
City of Fitchburg, WI
Desk: 608-270-4262
Claudia.Guy@fitchburgwi.gov



A full video testimonial on the City of Fitchburg's 2020 RFP results regarding their decision to continue their partnership with Pellitteri Waste Systems can be found at <https://www.youtube.com/watch?v=VSdtRfAV464>



VILLAGE OF OREGON

INCORPORATED 1883 *Wisconsin*

Jeffrey S. Rau, P.E.

Director of Public Works

MEMO

TO: Village Board & Mike Gracz, Village Administrator
FROM: Jeff Rau, DPW
DATE: August 31, 2020
RE: Pellitteri Waste Systems – 10 Year Contract Extension Proposal

Pellitteri has been serving the Village of Oregon since 2007 with curbside refuse & recycle pickup. Since 2007, the Village has been serviced with weekly refuse pickup and every other week pickup of recyclable items. Pellitteri has negotiated contract extensions in 2012 and 2017. The current contract with Pellitteri runs through 2022. See the attachment following this memo for the current contract pricing schedule.

We have been very pleased with Pellitteri and the service that they have provided for our residents. It is never a perfect system; however Pellitteri has been responsive to any concerns or complaints. We really do receive very few complaints on refuse & recycling which is a good testimony to the work they are doing.

The Village has experienced significant growth and Pellitteri is also seeing a significant increase in recyclables including a very large increase in cardboard products. This is likely attributed to the large increase in on-line retail and free shipping offered by many during COVID. I can confirm that one of the more common requests we receive is somewhere to recycle cardboard as it can fill up the recycle bin quickly.

Village Hall • 117 Spring Street • Oregon, Wisconsin 53575-1494
Telephone: (608) 835-6290 • Fax: (608) 835-6503
jrau@vil.oregon.wi.us

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(608) 257-4285

* CONFIDENTIAL INFORMATION *

www.pellitteri.com



DEPARTMENT OF PUBLIC WORKS
DIRECTOR / CITY ENGINEER

CITY OF MIDDLETON
7426 HUBBARD AVENUE
MIDDLETON, WI 53562-3118

PH 608.821.8381 FAX 608.827.1080
E-MAIL: ssauske@cityofmiddleton.us
WEB: www.CityofMiddleton.us

March 29, 2021

Joe Spair, Municipal Account Rep.
Pellitteri Waste Systems

Re: Testimonial Letter

Joe,

I'm writing this letter of recommendation on behalf of the residential and commercial property owners being served by Pellitteri Waste Systems in the City of Middleton.

The City of Middleton made a switch to automated collection in 2010, and while there were some initial bumps in the road to gaining public acceptance of the change from manual collection of unlimited volume, we found the automated system to be efficient, easy to use, and economical. After evaluating proposals from several companies, we chose to enter into a multiple year contract with Pellitteri Waste Systems. Implementation of the automated collection system went much smoother than anticipated thanks in large part to exceptional cooperation from Pellitteri.

In addition to getting the new system up and running, Pellitteri has shown over the past decade their commitment to customer satisfaction, both with our municipal employees and with our residential and commercial users. Inquiries and complaints (of which there have been very few) have consistently been addressed by Pellitteri's outstanding customer service representatives, with personal involvement of sales and management personnel as appropriate. Pellitteri provides invoicing and customer database updates that work with our format needs, and provides thorough reporting of refuse and recyclable materials collected to help us monitor progress toward our sustainability goals.

In 2014, Pellitteri proposed a contract amendment that resulted in more frequent collection of recyclable materials (weekly instead of bi-weekly), and also reduced costs. Pellitteri was instrumental in past citywide recycling / paper shredding events, and when we outgrew that system Pellitteri helped us plan for the 2015 construction of our permanent recycling drop-off facility. Our municipal account representative has also been very helpful in providing advice to our Sustainability Committee and helped us shape ordinances related to solid waste issues.

I'm very pleased with Pellitteri's service, and I highly recommend them.

Sincerely,

Shawn Stauske

Shawn Stauske
Dir. Public Works / City Engineer

Page 40



Joe Spair

Subject: RE: Contract Options

Hi Joe,

The motion to extend the contract with Pellitteri for another 5 years, was really a no-brainer.

The Village Board passed the motion unanimously with flying colors after looking at the rates, there was barely any discussion.

Everyone is super happy with the collection service.

I am looking forward to a continued great relationship with all of you.

Thanks Joe. Stay well.

Teresa

Teresa Hughey Groves
Village of Dane
Clerk Treasurer
102 W. Main St
Dane, WI 53529
608-849-5422
www.villageofdane.org

REQUEST FOR PROPOSAL

REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL FOR THE VILLAGE OF MOUNT HOREB

Submitted By:

WASTE MANAGEMENT

(Company Name)

Contact Information:

TIM MILLER

(Name)

(608) 399-9509

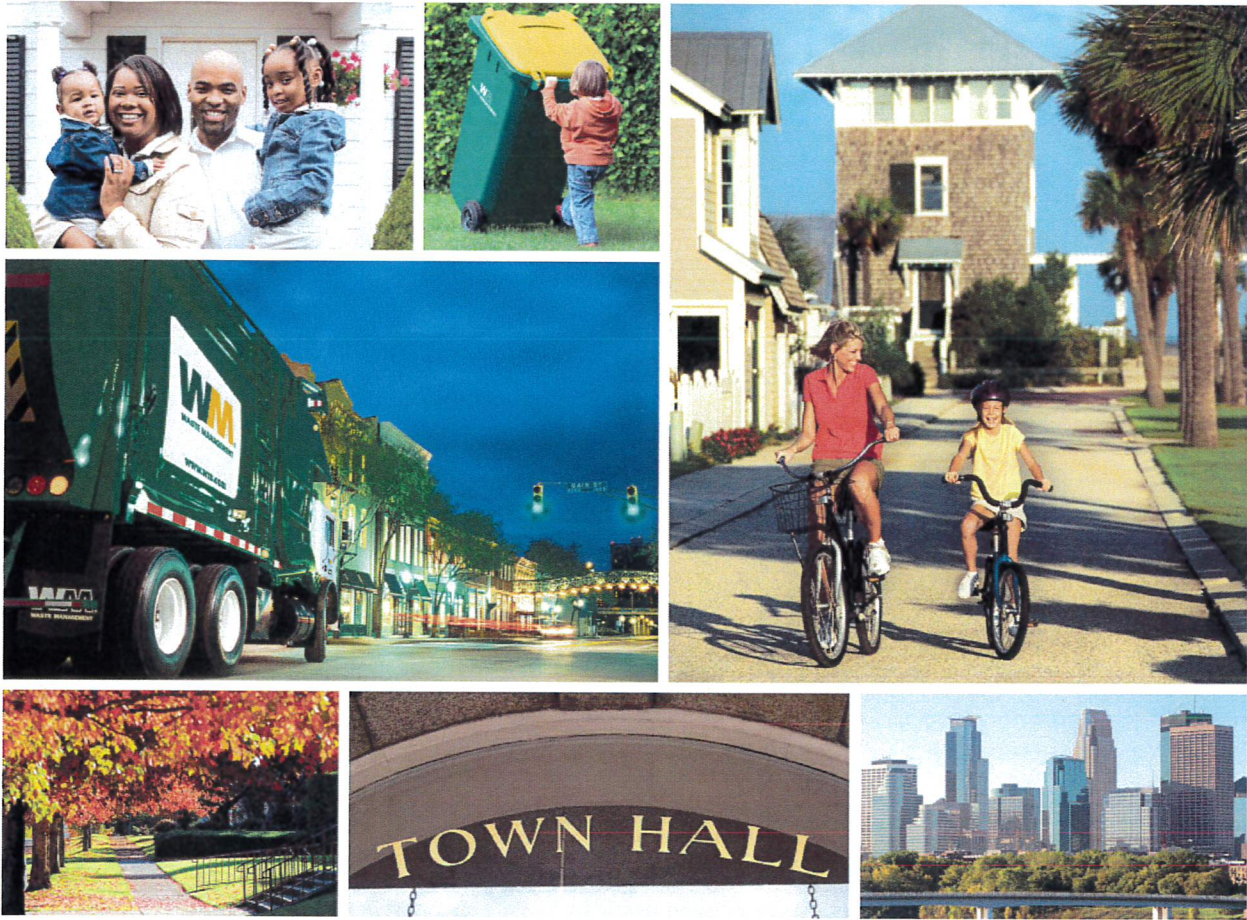
(Telephone Number)

TMILLE15@WM.COM

(E-mail address of contact)

***Please attach Pages 3 and 4 PROPOSED FEE SCHEDULE and Pages 17 and 18
PERFORMANCE BOND to this cover sheet when submitting proposal.***

PUBLIC SECTOR SOLUTIONS



Community and Environmental Stewardship at its Best.

Village of Mount Horeb Refuse and Recyclables Proposal

Prepared for: Nic Owen – Village Administrator, the Village Staff & Board Members

Prepared by Tim Miller

608-399-9509



THINK GREEN®

CONTRACTOR'S BID

BID OPTION A – Contract Term of January 2024 through December 2025

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	<u>11.00</u>	<u>5.15</u>	<u>16.15</u>
2025	<u>11.55</u>	<u>5.40</u>	<u>16.95</u>

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)
 Refuse Containers (disposal, if not included above)
 Recycling Containers (placed, removed, processed)

\$ 185.⁰⁰/unit
 \$ 65.⁰⁰/ton
 \$ 185.⁰⁰

*SPRING/FALL CLEANUP
 4 ANNUALLY AT NO CHARGE THEN!*

BID OPTION B - Contract Term of January 2024 through December 2028

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2024	<u>10.70</u>	<u>5.00</u>	<u>15.70</u>
2025	<u>11.23</u>	<u>5.25</u>	<u>16.48</u>
2026	<u>11.79</u>	<u>5.51</u>	<u>17.30</u>
2027	<u>12.38</u>	<u>5.79</u>	<u>18.17</u>
2028	<u>13.00</u>	<u>6.08</u>	<u>19.08</u>

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)
 Refuse Containers (disposal, if not included above)
 Recycling Containers (placed, removed, processed)

\$ 185.⁰⁰/unit
 \$ 65.⁰⁰/ton
 \$ 185.⁰⁰

*SPRING/FALL CLEANUP
 4 ANNUALLY AT NO CHARGE THEN!*

FOR EITHER BID OPTION A OR BID OPTION B, GARBAGE WILL BE LANDFILLED AT THE FOLLOWING DISPOSAL SITE:

DANE COUNTY LANDFILL
7102 US-12 MADISON

PROPOSAL SUBMITTED BY:

CONTRACTOR

WASTE MANAGEMENT Date: 7-20-23
Company Name

TIM MILLER
Company Designee

ACCOUNT EXECUTIVE - PUBLIC SECTOR
Title

Attest:


Signature

Date: 7-20-23

Route Manager
Title

FORM OF BOND
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
as Principal, and _____
as Surety, are held and firmly bound unto the Village of Mount Horeb, 138 E Main Street,
Mount Horeb, WI 53572 in the full and just sum of one hundred thousand dollars
(\$100,000.00) lawful money of the UNITED STATES OF AMERICA for the payment of which
sum of money well and truly to be made, we bind ourselves, heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS: The Principal has submitted to the Village of Mount Horeb the attached signed
Contract being for recyclable and refuse collection and disposal in the Village of Mount Horeb
from January 1, 2024 through December 31, 2028 complete, as described in the foregoing
CONTRACT and ARTICLES OF AGREEMENT.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That inasmuch as the said
attached Contract has been executed on behalf of the _____,
the
above named bounden Principal shall in all respects well and truly keep and perform the said
Contract, and shall pay all sums of money due or to become due, for any labor, materials,
apparatus, fixtures of equipment furnished for the purpose of constructing the work provided
in said document, and shall defend, indemnify, and save harmless said Village of Mount
Horeb against any and all liens, encumbrances, damages, claims, expenses, costs and
charges of every kind except as otherwise provided in said specifications and other contract
documents arising out of or in relation to the performance of said work and the provisions of
said contract, and shall remove and replace any defects in workmanship or materials which
may be apparent or may develop.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day
of _____, 20__.

In the presence of:

(as to Principal)

Attest:

Name of Principal (SEAL)

By: _____

Title

In the presence of:

(as to Surety)

Attest:

Name of Surety (SEAL)

Attorney-in-Fact

The above and foregoing is hereby approved as to form and sufficiency of
surety, this _____ day of _____, 20____.

By: _____

Title



10002 Shelbyville Road, Suite 100
Louisville, KY 40223

Memorandum

DT: October 28, 2022

Via Regular Mail

TO: Tim Miller
Waste Management
W132 N10487 Grant Drive
Germantown, WI 53022

FR: Theresa Hintzman
Bond Assistant

RE: Continuation Certificate - 1033721

Enclosed is the above referenced Continuation Certificate for the current Renewal. Please keep a copy for your file and forward the original to the Obligee/Beneficiary.

If you have any questions or need further assistance, please contact Diana Seng, Director of Treasury and Financial Assurance at (713)265-1322 or DSeng@wm.com.

Enclosure

CONTINUATION CERTIFICATE

The LEXON Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 1033721

dated effective Thursday, January 1, 2009

on behalf of Waste Management of Wisconsin, Inc., 2418 W. Badger Road, Madison, WI 53713

and in favor of Village of Mount Horeb, 138 E. Main Street, Mount Horeb, WI 53572

does hereby continue said bond in force for the further period

beginning on Sunday, January 1, 2023

and ending on Sunday, December 31, 2023

Amount of bond: TWO HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$250,000.00)

Description of bond: Refuse and Recyclables Collection, Processing and Disposal Contract

Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition

and provision that the Surety's liability under said bond and this and all Continuation Certificates

issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said

bond and this and all such Continuation Certificates on account of all defaults committed during the period

(regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed

the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Friday, October 28, 2022

LEXON Insurance Company

Surety

By: Theresa Hintzman
Theresa Hintzman, Attorney-in-Fact



POWER OF ATTORNEY

11078

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hintzman, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsy Hoagland, Jacob Motto, Jennifer Edwards as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of October, 2022.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Waste Management's current Mount Horeb performance bond **#1033721** in the amount of \$250,000.00 is in place until 12-31-2023 and will be renewed upon award of new contract.

Current performance bond #1033721 for \$250,000.00 in place until 12-31-2023 will be renewed if WM is awarded the contract.

Tim Miller

Senior Account Executive
Public Sector
tmille15@wm.com

T: 608.784.4401
C: 608.399.9509
415 Island Street
La Crosse, WI 54603



Access WM 24/7
with [My WM](#)



From: Nic Owen <Nic.Owen@mounthorebwi.info>
Sent: Wednesday, July 19, 2023 10:07 AM
To: Miller, Tim <tmille15@wm.com>
Subject: [EXTERNAL] Re: RFP

Correct, no need for an updated bond until the contract is awarded.

Thank you.

Nic

Nicholas W Owen

Administrator

Village of Mount Horeb

138 E Main Street

Mount Horeb, WI 53572

608-437-9409

From: Miller, Tim <tmille15@wm.com>
Sent: Wednesday, July 19, 2023 10:03 AM

To: Nic Owen <Nic.Owen@mounthorebwi.info>

Subject: RE: RFP

Hello Nic,

That sounds good, I will account for that. Just clarifying that I do not need to attach to the RFP or bring the bond until award has been made.

Thank you,

Tim Miller

Senior Account Executive

Public Sector

tmille15@wm.com

T: 608.784.4401

C: 608.399.9509

415 Island Street

La Crosse, WI 54603



Access WM 24/7
with [My WM](#)



From: Nic Owen <Nic.Owen@mounthorebwi.info>

Sent: Wednesday, July 19, 2023 10:01 AM

To: Miller, Tim <tmille15@wm.com>

Subject: [EXTERNAL] Re: RFP

Hi Tim,

We would like the \$250,000. If your current bond meets that and you get the bid we will use the current bond.

Thank you.

Nic

Nicholas W Owen

Administrator

Village of Mount Horeb

138 E Main Street

Mount Horeb, WI 53572

608-437-9409

From: Miller, Tim <tmille15@wm.com>
Sent: Wednesday, July 19, 2023 9:49 AM
To: Nic Owen <Nic.Owen@mounthorebwi.info>
Subject: RE: RFP

Hello Nic,

I have just about everything ready for our proposal but needed to clarify one point on the RFP so that I have the correct amount for the performance bond.

Page 6 lists the amount of \$250,000.00 but page 17 shows \$100,000.00.

If you could clarify that point, I should be good to go.

With our current bond in place, do you need me to provide the new one with the RFP, or would that be provided if we were awarded the business again?

Thank you,

3. CONTRACT SECURITY. To guarantee completion of this contract and the provisions contained herein, the Contractor attaches hereto and makes a part hereof a performance bond on the form attached or an irrevocable letter of credit on a form approved by the Village Attorney, in the sum of \$250,000.00 duly executed by the Contractor and a surety licensed by the State of Wisconsin or a lending institution.

FORM OF BOND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
as Principal, and _____
as Surety, are held and firmly bound unto the Village of Mount Horeb, 138 E Main Street, Mount Horeb, WI 53572 in the full and just sum of one hundred thousand dollars (\$100,000.00) lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

Tim Miller
Senior Account Executive
Public Sector
tmille15@wm.com

T: 608.784.4401
C: 608.399.9509
415 Island Street
La Crosse, WI 54603



Access WM 24/7
with My WM



From: Nic Owen <Nic.Owen@mounthorebwi.info>

Sent: Monday, July 10, 2023 3:55 PM

To: Miller, Tim <tmille15@wm.com>

Subject: [EXTERNAL] RFP

I apologize you did not get his before, attached is the garbage and recycling RFP, if you have any questions let us know.

Thank you.

Nic

Nicholas W Owen
Administrator
Village of Mount Horeb
138 E Main Street
Mount Horeb, WI 53572
608-437-9409

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July 11, 2023

Village of Mount Horeb
138 E Main
Mount Horeb, WI 53572

Village of Mount Horeb Refuse and Recyclables Proposal

Dear Administrator and Trustees:

Waste Management is pleased to submit this proposal for the refuse and recycling needs of the Village of Mount Horeb. Waste Management is committed to providing outstanding and cost-effective refuse and recycling service to the village and its residents. We continue to be the leader in safety and environmental performance, in your community, the state of Wisconsin, and nationwide.

As you know, we currently provide service to residential, industrial, retail, and commercial accounts, in yours and the surrounding areas; and believe we have done so in a courteous and professional manner. We appreciate the opportunity to demonstrate our willingness and ability to provide the same high level of service to approximately 2,894 residences in the Village of Mount Horeb.

The offerings and services detailed in this proposal are available through Waste Management, the nation's leading environmental performance company. The process used to create this response has entailed much more than putting words on paper—Waste Management has taken an active interest in understanding the unique circumstances associated with servicing your community.

The following proposal is built on approximately 2,894 service locations in relation to the requested five-year term beginning January 1, 2024. Proposal pricing is good for 90 days from submittal and is based on carted 96-gallon weekly garbage and 96-gallon every other week recycling collection per household.

We are very excited about this opportunity and look forward to continuing our beneficial, long-term working relationship with the Village of Mount Horeb and its residents. If there are any questions or items requiring clarification, please do not hesitate to contact Tim Miller at (608)399-9509.

Respectfully Submitted,

Tim Miller

Tim Miller

Public Sector Services
Waste Management of Wisconsin, Inc.

Statement of Qualification

Waste Management has been a recognized leader in the environmental services industry for 52 years. The current Waste Management organization resulted from a 1998 merger between USA Waste of Houston, Texas and what was then Waste Management, Inc., headquartered in Oak Brook, Illinois.

The original Waste Management, Inc. began operations in 1968, bringing together numerous solid waste companies, including some dating from the late 1880s. Waste Management became a public company in June 1971. From 1971 to 1990, Waste Management grew from a \$16 million regional firm serving six states into an international corporation servicing over 30 countries. Waste Management made over 1,000 acquisitions in the 1980s and 1990s.

The company's capabilities expanded to include a wide range of environmental services such as clean and wastewater treatment, energy production, and engineering and consulting. In 1992, the company's increasing size and diversity prompted a strategic response to changing competitive and regulatory environments. The name of the company changed from Waste Management, Inc. to WMX Technologies, Inc., recognizing the company's transformation from a U.S.-based solid waste disposal company into a global, diversified environmental services corporation. The company has been recycling since the early 1980s.

In 1998 Waste Management refocused on the company's core business - being the premier provider of solid waste services in North America - and merged with USA Waste. USA Waste had begun operations in 1987 and grew rapidly through the acquisition of numerous solid waste companies.

The 1998 merger between USA Waste and Waste Management increased efficiencies to maximize customer cost savings through:

- Route consolidation
- Elimination of duplicate facilities
- Better utilization of transfer stations
- Consolidation of corporate and support functions

Waste Management's record is one of accomplishment through the innovation, hard work, dedication, and professionalism of its employees. The company employs a talented staff of drivers, managers, environmental professionals, financial and administrative specialists, computer and systems professionals, and a myriad of specialists to sustain company dedication and growth.

The company's growth from 528 employees and \$16.8 million in revenue in 1971 to more than 40,000 employees and assets in excess of \$20 billion in 2015 testifies to more than four decades of sustained and steady growth.

Waste Management is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management services. Waste Management serves commercial, industrial, municipal, and residential customers throughout the United States, and Canada.

Waste Management is headquartered in Houston, Texas, employs more than 40,000 people and operates an extensive network that includes:

- 262 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 390 Collection operations
- 137 Beneficial-use landfill gas projects
- 118 Material recovery facilities, including 46 single stream recycling facilities

- 310 Transfer stations
- 36 Organics processing facilities

These resources allow Waste Management to offer a wide range of environmental services to almost 21 million customers nationwide.

Waste Management's resources and organizational structure make it possible to respond quickly and tailor our services to meet the Village of Mount Horeb's needs. Waste Management makes a total commitment to environmental compliance, assuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and, most importantly, in a manner protective of the public's health and natural resources.

Local Capabilities

Waste Management's local servicing district in Madison, WI offers the operational and reserve resources, outstanding past performance, regulatory compliance and safety history, and management and financial capabilities necessary to meet the requirements of this solicitation efficiently and effectively. Some of Waste Management's advantages for local service include:

- 31 front-end load trucks
- 24 roll-off trucks
- 4,300 front-end load containers
- 650 roll-off containers
- 70 employees



Solid Waste Collection Plan

Waste Management is pleased to offer the following residential collection services to Mount Horeb, in accordance with the requirements of the RFP.

Residential Collection

It is this dependable service that more than 25 million people count on every week, making us North America's leading environmental solutions provider. Your community is our community — we live and work there, too.

Residents can rely on Waste Management for:

- Modern, automated collection vehicles, many running on low-polluting alternative fuels
- Up the Drive, manual collection vehicles
- Safe, friendly drivers
- Professional customer service staff able to answer all your service-related questions.

Waste Diversion

Waste Management is pleased to offer the following services to help you achieve your waste diversion goals.



Recycling

In addition to the service, we are currently proposing on, we offer many other exciting services such as our solar-powered compactors, which can help keep your parks and recreation centers litter-free, as well as community education and partnership initiatives. Sustainability is key at Waste Management—we are committed to the diversion of recyclables from landfills to Material Recovery Facilities (MRF).

We operate and maintain a national fleet, and over 1,500 municipalities rely on us for their recycling needs, including over 700 cities that take advantage of our single stream program. We have seven public operating contracts nationwide and deploy an expert team in North America to provide local support for procurement of all public recycling issues. Waste Management also participates on panels and government task forces dealing with recycling legislation and regulation. We have the most experienced team in North America and provide expert speakers for recycling topics in national, state, and local information gathering efforts.

By taking advantage of Waste Management's comprehensive recycling services, our customers can improve participation, promote environmental stewardship, and tap into revenue from collected recyclables. The following is a summary of the advantages offered by Waste Management's recycling programs.

Turnkey Services

We offer expertise in site selection and permits, engineering, site LEED certification, construction, traffic control, pricing, contract and project management, operations, Lean Manufacturing techniques, safety, logistics, maintenance, environmental management, personnel, training, reporting, and start-up for all recycling applications.

Customized Reporting of Diversion Efforts

Waste Management regularly reports recycling and diversion efforts for municipalities. We report state-required participation and tonnage numbers in formats designated by the customer. We keep a regular dialogue with public agencies to ensure the greatest impact and accuracy from reporting practices.

Material Marketing

As the world's top marketer of recyclable material, we have close to 30 years of proven experience obtaining commitments from the best available material markets throughout North America and the world. Approximately 7.6 million tons of commodities move through our nationwide network annually. We recycle close to 4,000,000 municipal tons per year. Waste Management offers expertise for accommodating paper, plastics, metals, glass, hard to handle items such as wood and other C&D materials, and electronics. Our goal is to find beneficial end uses for even the most challenging recyclable materials.



Cutting Edge Diversion Technologies Clearinghouse

Waste Management has facilities with the latest technology for all viable recycling material streams. Besides curbside recycling, we act as the recognized clearinghouse for total program landfill diversion systems nationwide. In many instances, we offer free tours to municipal and public officials of these facilities. We are also the leading C&D recycler with over 25 working facilities, as well as North America's

largest recycler of green waste and municipally generated white goods, and one of the top fluorescent bulb recyclers. We have a network of North American eCycling processing centers and subcontractors. Waste Management directs inquiries regarding these technologies to the proper expert for follow up.

Community Support

Waste Management participates on a national scale in numerous Earth Day, America Recycles Day, and national government association events. We also work with organizations such as the National Wildlife Foundation, SWANA, and Keep America Beautiful. We have more than 20 integrated education centers at our recycling facilities, and we support hundreds of local organizations.



Single-Stream Recycling

Single-stream recycling allows customers to dispose of recyclable paper, plastic, and glass using a single cart or bin. No more separating recyclables! Residential single-stream recycling programs have greatly increased recycling rates, often boosting the volume of diverted waste up to 40 percent. Plus, Waste Management is continuously working to advance these easy recycling programs, along with specialized recycling programs, for commercial applications. Waste Management can provide recycling options that do not require customers to pre-sort their recyclables into different material types. By saving time and hassle for end users, the process encourages higher recycling volumes—recovering as much as three times the number of recyclable materials.

Solar Powered Compactors

Municipalities work hard to offer their communities safe, aesthetically pleasing parks and public facilities. Keeping those areas clean encourages more traffic and community involvement. With cities facing dire financial conditions and federal and state governments tightening environmental regulations, it is critical to find the most cost-effective and environmentally sound options available to keep parks and public facilities clean. Such solutions not only demonstrate fiscal responsibility and environmental stewardship, but they also help establish good will and trust with an increasingly green-minded citizenry.



By continuing your partnership with Waste Management, the Village of Mount Horeb can continue to accomplish its civic, environmental, and budgetary goals. Our Solar Powered Compactor offers you a better way to keep public spaces clean. Ordinary trash barrels often overflow, but the enclosed design of the Solar Powered Compactor eliminates overflowing litter and the problems associated with it, including illegal dumping, wind, rodents, pests, and seagulls.

Because it has five times greater capacity, the compactor can reduce the number of collection trips by 80%, requiring significantly less labor, and fewer pickups, reducing CO2 emissions. Lease, rental, or purchase options are available for the Solar Powered Compactor, and it will pay for itself over time through its cost-effective benefits. The cost of the unit can be offset by qualifying for state and federal grants and through ad revenues generated by the ad panels and laminate wraps available for the unit.

The compactor includes receptacles for collecting plastic bottles, newspapers, glass, and other recyclables to make recycling easier. Choosing compaction versus collection via the Solar Powered Compactor improves recycling rates, helps keep recyclables clean, preserves valuable resources, and

reduces CO2 emissions, fostering compliance with increasingly stringent regulations and enhancing LEED and sustainability initiatives.

Universal Waste Collection

In the past, proper handling of household hazardous waste has required residents to transport it to specific drop-off sites prepared to safely handle such materials as batteries, fluorescent light bulbs, and sharps. Waste Management offers Mount Horeb residents and businesses specialized disposal solutions for this special, difficult to handle waste.



Waste Management Tracker® Programs

Waste Management created our line of waste trackers to provide a convenient solution for recycling of wastes that are normally not included in a curbside service. This offering is not currently available from other solid waste competitors and complies with regulations in those states that prohibit land filling of these wastes.

- **MedWaste Tracker®.** Waste Management offers a safe, convenient solution for residents who inject medications from home. It is the kind of system recommended by the Environmental Protection Agency (EPA) for safe needle disposal—a total system, providing for containment, collection, and destruction of used needles. MedWaste Tracker® allows residents to safely contain the sharps and lancets used in their personal healthcare programs. When the Tracker is full, customers simply mail them back to Waste Management for environmentally correct treatment and disposal. The kit comes complete with everything they need—including box, postage, and label.
- **LampTracker®.** This program provides residents and businesses with specially designed boxes, including an option that reduces the risk of mercury vapor exposure when handling broken bulbs. Customers ship the full boxes directly to Waste Management for safe disposal and recycling of the reusable elements. Types of bulbs recycled include fluorescent tubes, U-bends, CFLs, HIDs, and UV bulbs. Recycling of compact fluorescent lamps. Holds up to 13 13-watt CFLs. Includes our patented Mercury VaporLok® bags which prevent leakage of mercury vapor if bulbs break during storage or transport. Prepaid postage to our recycling facilities for tracking and recycling.
- **BatteryTracker® and BallastTracker®.** These programs facilitate recycling of alkaline, NiCD, NiMH, silver oxide, mercury, or non-spillable lead acid batteries and non-PCB lighting ballasts. Recycling of consumer batteries from homes. Holds up to 4 pounds of dry cell batteries. Includes prepaid postage to our recycling centers for certified tracking and recycling.
- **MercuryTracker®.** Our MercuryTracker® enables recycling of electrical and medical equipment and devices such as thermostats and thermometers.
- **e-Waste Kits.** Three sizes of e-waste boxes are available for recycling of home electronics including cell phones, PDAs, keyboards, mice, stereos, radios, speakers, CRTs, CDs, DVDs, electronic toys, TVs and more. The largest kit will hold up to 70 pounds. Includes prepaid shipping and recycling.
- **Bottle Can and Paper Recycling Kits.** Offers single stream recycling for residents that don't have a curbside offering. There is no need to separate recyclables and includes a return shipping label to a recycling facility.

Key Personnel

Waste Management proposes the following persons to serve as key personnel in the performance of this contract. For further detail, please see the summaries of qualifications included below.

Name	Position/Title	Subcontractor (Y/N)
Cristal Clements	District Operations Manager	N
Crystal Knipp	Residential Route Manager	N
Shelley Beining	Area Manager - Customer Experience	N
Mike Naddy	Container Shop Manager	N
Tim Miller	Public Sector Services	N

Municipal References

1.

City of Monona

Dan Stephany

5211 Schluter Road Monona, WI

608-222-2525 dstephany@ci.monona.wi.us

Carted trash and recycling

2017 to Present

2.

Village of Cottage Grove

Sarah Haltaufderheide

221 E Cottage Grove Road Cottage Grove, WI

608-839-4704

shaltaufderheide@villageofcottagegrove.gov

Carted trash and recycling

2019 to Present

3.

Village of Poynette

Natalie Megow

109 S Main Street Poynette, WI

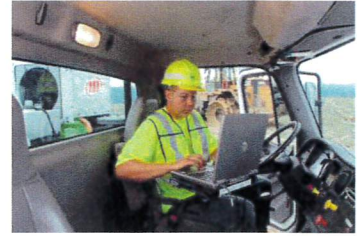
608-635-2122 nmegow@poynette-wi.gov

Carted trash and recycling

2019 to Present

Equipment

At Waste Management, we watch our equipment closely and replace it whenever it fails to meet our high operational and aesthetic standards. Our drivers continuously survey compactors, bins, containers, and other equipment and immediately call-in repair or replacement orders when they identify damaged or defaced equipment.



When a maintenance issue is reported for one of our owned compactors, we dispatch a maintenance technician to analyze the performance of the unit and repair it on site as quickly as possible. Depending on the market, the maintenance is performed by a Waste Management technician or a qualified contractor. All maintenance services, from preventive service to adjustments to major overhauls, can be coordinated through Waste Management for any piece of compaction and baling equipment.

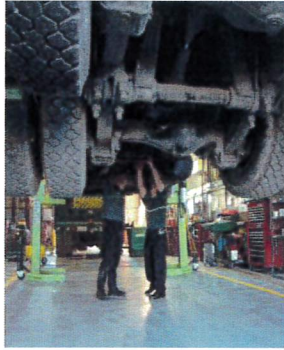
Fleet

With almost 21,000 vehicles, Waste Management has taken significant steps to ensure that our fleet addresses environmental and safety issues.

- All new residential and commercial trucks are equipped with back-up cameras for improved visibility and safety.
- The hydraulic systems and components on Waste Management trucks have been redesigned and refined to reduce the potential for leaks and spills.
- Waste Management is working to develop standardized, low-speed hydraulic systems for fuel and noise reductions.
- Our fleet of more than 800 heavy duty natural gas trucks is the largest natural gas fleet in the US.
- Waste Management is among the leaders in the industry with respect to the investigation of hybrid truck and alternative fuel technologies. We are working with state and federal agencies in the development and testing of emission-efficient vehicles and components.
- Waste Management has worked with fluid and oil suppliers to determine the longest lasting fluids and lubricants. We have tested and incorporated the use of synthetic fluids and have developed processes and maintenance practices for extending fluid drain intervals to reduce lubricant purchases and disposal volume.
- Spill kits are required on all trucks to facilitate site clean-up.
- The best available engine air cleaner technology is utilized in vehicles and equipment, ensuring that engines run cleaner and longer.
- On-board fire suppression systems are utilized on the majority of landfill equipment to significantly reduce the potential for major fire damage or fire impacts.

- Waste Management is participating in voluntary diesel retrofit projects which are under development in New York, Wisconsin, and Pennsylvania. All are aimed at determining the best available emission control technology.

Preventive Maintenance Program



Waste Management is committed to maintenance excellence. Our preventive maintenance (PM) program establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by Waste Management. These procedures reduce breakdowns and accidents within our fleet, and provide us with trouble-free, safe and efficient operations. Our company goal and objective is to provide the Village of Mount Horeb with the safest, cleanest, and most reliable equipment in operation. The following is a summary of our PM program.

Scope

This PM program applies to all of Waste Management's collection vehicles. As changes occur, Technical Service Bulletins may be issued to amend this process. Our inspection program encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in section 396 of the Federal Motor Carrier Safety Regulations (FMCSR). This serves as the inspection process for Waste Management's equipment. Any vehicle found that does not meet these minimum standards will not be operated until those defects that violated these standards have been properly corrected. We perform quality control audits and self-inspections for compliance of our maintenance programs. This enables us to identify areas of improvement and correct deficiencies.

Preventive Maintenance Intervals

The Preventive Maintenance Program for collection operations is based on vehicle utilization by hours and/or days. Prescribed service intervals must meet the minimum requirements set by Waste Management. If severe operating conditions exist, the Market Area Fleet Manager may request, in writing, to the appropriate Fleet Director an increase in the frequency of preventive maintenance service intervals for a specific site. The Vice President of Fleet Services and Logistics is the only approving authority for any changes extending preventative maintenance inspection (PMI) intervals. Any changes to the frequency of PMI service intervals must be documented and included in the vehicle or equipment's maintenance file. For specialty collection equipment, it is very difficult to establish company-wide PMI frequency schedules. If you have specialty or an odd piece of equipment that requires periodic inspections, follow the manufactures recommended PMI and service schedules accordingly.

The PM program will adhere to the following cycle. Each vehicle will receive three (3) PM 150s consecutively, and then receive a PM 600. The annual basic cycle will appear as below:

- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200)
- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200 & 2400)

The acceptable variance for PMI compliance is 015 hours or 5 days (whichever occurs first) for collection PM 150, and 5% (hours) or 10 days for all other inspection intervals. For example, a PM 600 has a variance of 30 Hours or 10 days. California sites subject to Biennial Inspection of Terminals (BIT) cannot

exceed 90 days between PMI intervals. The federal annual inspection must never expire. If allowed to expire, the vehicle will not be used until the inspection and appropriate documentation is complete.

Fluid Sampling and Filter Change Intervals

All heavy vehicles with diesel engines receive an oil change, along with new filters and sampling every 600 hours. All other components (transmissions, Hydraulics, and Axles) are sampled every 1200 hours. Fluid samples are taken according to the preventive maintenance-sampling schedule in the appropriate TSBs. Records of analysis will be retained in the unit's history file or by electronic means in the Castrol web-based information system (LABCHECK at www.castrolusa.com). Samples must be sent to Waste Management's approved sampling services supplier on a timely basis (the next business day).

Mandated Annual Inspection

The 150 and 600-hour PMI sheets include inspection elements required to meet state, provincial or federal annual Inspection in accordance with section 396 to subpart B of 49 CFR. The items on the 150 and 600-hour sheets that are gray shaded must meet minimum inspection criteria as outlined in appendix G of subpart B, 49 CFR, before the inspection can be certified as a federal annual inspection. Each commercial motor vehicle subject to DOT shall have this inspection performed annually and documentation of the last inspection shall be with the vehicle. Some states require documentation of this mandated inspection at increased intervals (six months). Therefore, it is extremely important that the Fleet Manager is familiar, and complies, with State/Provincial regulations

Inspector Training, Certification, and Qualification

Each technician performing inspections shall be trained and qualified to properly complete a Waste Management preventive maintenance inspection in accordance with the inspection methods contained within this manual. Each technician performing mandated federal annual inspections shall meet the qualifications as stated in Para. 19, section 396, subpart B, 49 CFR. Evidence and documentation of the qualifications of an inspector shall be retained for the period during which that individual is performing inspections and one year thereafter.

Waste Management has in this market area over 400 vehicles from which to draw from in case of a catastrophic event. Local repairs are performed in house by a skill Waste Management technician. In case of breakdowns, the driver will call into the shop for a road call repair. If the truck is not repairable, it will be towed to the shop and spare will be given to the driver. Thirty minutes would be typical down time for either of these situations.

Quality Control

At Waste Management, we have made a company-wide commitment to quality in every facet of our operations. We understand the trust placed in us by the communities we serve, and everything we do to become a better, stronger company is aimed at ensuring we provide cities like yours with the highest quality environmental services possible.

In every collection operation, we employ rigorous standards for managing and measuring each detail of customer service. We've asked customers how we can improve, and we've made changes and standardized procedures according to their feedback. Focusing on improvement in every step of the process has taken our quality of service to new heights.



Programs

Waste Management's on-going programs and measurement systems contribute to the high quality service for which we are known. Our quality programs include:

- **Service Machine®.** This program is designed to ensure that every Waste Management hauling company provides high levels of service. Service Machine® requires each hauling company to meet specific standards of operational proficiency. The district is accountable to report each week on how well they have performed in the key service performance metrics on a web-enabled Scorecard program. Results are communicated from the senior leadership team throughout the organization on Weekly Activity Reports.
- **Mission to Zero (M2Z).** The goal of this safety program is to make Waste Management the safest company in our industry. This is equally important to both Waste Management and our customers. M2Z means zero tolerance for unsafe actions, decisions, conditions, equipment, and attitudes. At the core of our commitment to improving safety is an extensive three-phase certification program that engages all Waste Management operating managers and employees in the quest for safe and responsible operational excellence.

Employees

Waste Management looks to hire only employees who perform at the high-quality levels we require. The recruitment process includes internal and external screenings, comprehensive interviews, reference and background checks, education and employment verification, and drug testing. We thoroughly interview candidates and make every effort to ensure we hire only those qualified to provide high service levels.

Training

Once we have hired the highest-quality personnel, we provide training to ensure they perform at their peak. Dozens of training programs are available through the Waste Management Learning Center (WMLC). Programs vary depending on the role of the employee and whether the employee works in the field or from an office. Topics are organized into eight areas:

- | | |
|-------------------------|--------------------------|
| ➤ Customer Care | ➤ Health and Safety |
| ➤ Ethics and Compliance | ➤ Information Technology |
| ➤ Finance | ➤ Legal |
| ➤ Human Resources | ➤ Operations |

Safety



Dedication to safety is at the top Waste Management's list of core values. Our comprehensive safety program ensures that our employees and the communities we service always remain protected. We focus on safety throughout our operations. From our employee screening process on, we ensure that our staff receives the information necessary to remain safe in all aspects of their jobs.

The safety programs and equipment Waste Management provides our employees and furnishes on the route trucks will enhance the safety of the citizens in the Village of Mount Horeb.

- Extensive new employee background investigation checks
- Three-day orientation training for all new hires
- 90 days on the job training and evaluation program
- A District Driver Trainer at each transportation location
- Random Alcohol and Drug Testing
- Monthly Driver Safety Meetings
- Operations Supervisor conducts monthly on the job observations
- Hazardous Waste Identification
- Environmental Storm Water and Spill Response Training

Waste Management facilities must meet or exceed industry and government safety standards. We have implemented a comprehensive program to meet the requirements of Employee Right-To-Know, Community Right-to-Know, and Emergency Response regulations of U.S. Department of Transportation (DOT), OSHA, and the U.S. Environmental Protection Agency (EPA).

No other waste company in the nation has an OSHA TRIR rating better than Waste Management. OSHA has recognized Waste Management for our progress and ongoing effort to eliminate unsafe work behaviors.

Employee Screening

We begin by ensuring that we hire the highest quality drivers—we do not hire applicants with poor driving records, and we review motor vehicle reports for employees every six months. For the life of each driver's employment with Waste Management and for three years after, we maintain a Driver Qualification File (DQF). Candidates for employment at Waste Management landfills, hauling operations, and recycling facilities must successfully complete a comprehensive background check and drug test before being hired. Employees who will perform safety sensitive functions or driving waste collection vehicles must complete medical exams.

Employee Training

After we have approved new employees for hire, we properly trained them to operate safely. Waste Management's two-phase safety training program includes classroom and on-the-job training, route observation, safety data gathering, and driver training. Phase one provides classroom training that shows workers how to safely perform day-to-day tasks while working the route. These courses standardize the company's safety practices and illustrate exemplary everyday operations—such as how to safely operate trucks, compactors, and other equipment and how to pick up garbage safely. We hold training courses at Waste Management locations across the country.

Phase two of our training program offers classroom as well as on-the-job training for drivers and helpers. They learn how to safely operate their vehicles, mount and dismount equipment, and move and lift containers. They also learn how to work in hot and cold weather.

We are also able to draw from our corporate offices to offer the latest in safety and environmental training. Waste Management, Inc. conducts regular health and safety programs for its employees throughout the country. These programs provide guidance to the operating locations in meeting the compliance requirements safety standards of OSHA, the EPA, and the DOT. We frequently conduct in-depth training programs on local issues or on issues of regional concern including hazard communication, employee right-to-know, asbestos management, industry specific defensive driving, quality customer service, integrity of ethics, code of conduct, control of hazardous energy (Lock Out/Tag Out), confined spaces, and emergency response.

Incident Reviews

When safety incidents occur, Waste Management responds quickly and thoroughly to lower the risk of repeat occurrence. We create, distribute, and safety advisory notices to the company intranet site when serious safety incidents occur. These reader-friendly write-ups are posted by managers who sign off and indicate the date that the newsletter was posted. We also hold meetings at the sites to ensure the information is conveyed to the drivers.

A safety advisory includes a description of the safety problem that was encountered and the steps that must be taken to prevent the problem from recurring across the company. Each safety alert includes a statement reminding readers that corrective actions are not optional and full compliance is required.

Reporting

Waste Management requires employees to report any unsafe conditions in the workplace. We have developed and implemented reporting procedures and policies for safety incidents that are integrated throughout our business. One example is Waste Management's customer service program, Service Machine®, discussed earlier in the Quality Management section of this proposal.

We require our employees to report and track all injuries and accidents in the Accident & Injury Management System (AIMS). AIMS is used by sites to track incidents, which include any unplanned work-related event resulting in, or which could result in: personal injury, vehicle damage, property damage, loss of assets, fires, explosions, spills, releases, or adverse publiCity, regardless of severity. AIMS reporting allows Waste Management to fulfill its regulatory requirements, provides data for making informed management decisions, and is important in helping Waste Management provide a safe work environment for all employees. Waste Management requires that all incidents be entered into the AIMS system within 48 hours of occurrence and to our insurance carrier within 24 hours of the first report of the incident.

We issue a new safety report each week and archive all safety reports on the company intranet website. Details of any accidents in the past week are provided, often with photos. Information includes the location of the accident, the driver's years of service, and any follow up action being taken. These reports serve to inform employees of safety incidents and failures while reminding all readers to carefully observe safety rules and avoid committing the mistakes that can cause accidents.

Safety Manual

Waste Management has prepared a Health, Safety and Transportation Manual that contains guidelines for safe operations of solid waste facilities. A self-audit checklist has been prepared to guide Safety and Department Managers through these requirements. Waste Management's Division Safety Managers monitor the performance of their divisions. Division Safety Managers or other regional safety personnel schedule and carry out safety audits.

Accident Response

Waste Management has a Spill Prevention, Control, and Countermeasure (SPCC) Plan designed to train our drivers to handle non-hazardous spills while on route. Each vehicle is equipped with a spill kit that has various absorbent materials that contain spills while a crew is dispatched for immediate clean up. Waste Management has on site, at its facility, a mobile spill clean-up trailer that is dispatched with trained personnel should a more thorough clean up be needed. We train our drivers to pick up spillage during collection and provide them with brooms and shovels on each vehicle.

Hydraulic Spill

Hydraulic spills caused by a mechanical failure on the truck would initially be handled by the driver following the procedure below:

- Our drivers are trained to contain spills to prevent them from spreading or entering a watercourse. Drivers would use the spill kit provided or available material, such as dirt, to create a barrier and absorb the spill.
- The driver would radio the Waste Management dispatch office and trained supervisory and maintenance personnel would respond with additional clean up materials.
- Spill and clean up material would be placed in our mobile clean up unit and disposed of properly, leaving the site as clean as possible.

Trash Spillage

To remedy trash spills caused by driver error or weak bags that burst, Waste Management drivers clean the area using the broom and shovel provided, leaving the area as clean as possible.

Disaster Management

Municipalities and their service providers must be prepared to respond appropriately and quickly in the event of a disaster to protect the community. Waste Management has proven disaster recovery processes in place to deal with potential service interruptions. We partner with state and local resources to assist in hauling debris and bringing community life back to normal after disastrous events.

Localized Disaster Response

As a front-line provider of refuse and debris removal services during disasters, Waste Management understands the requirements of maintaining and restoring local services during emergencies. In the event of an emergency, Waste Management staff, usually led by the market area vice president, draws upon personnel and equipment from neighboring Waste Management districts to execute an emergency support plan. External support to these operations continues until normal services can be re-established.

Regional teams frequently respond to earthquake, fire, flood, ice, and power outage situations, and Waste Management has been a vital partner during cleanup after several major hurricanes in recent years. Many local teams continue their response and continuity training year-round, including table-top exercises.

Business Continuity Plan Documentation

Waste Management's business continuity plan is fully documented. Major documents include:

- Group disaster plans for each of the four regions: Western, Southern, Eastern, and Midwestern
- Market area plans (26 throughout North America) with contact lists, communication plans, and customer prioritization
- Two-tiered hurricane plan covering the southern region, including plans to relocate critical functions to a remote site to provide continued support to the field
- Two-tiered pandemic flu plan, addressing risks and business impacts in the event of a pandemic, and a plan for providing continued operations while mitigating risk of continued spread of the virus. This plan includes providing for the needs of medical customers and other critical infrastructure/key resources
- Crisis communication plan providing for the need to communicate internally and externally during and after a disaster

Examples of Community Recovery

Waste Management's has a state-of-the-art Disaster Response Unit (DRU). The DRU is a 48-foot trailer converted into a mobile communications center that can be up and running in less than two hours. The DRU includes computers, satellite communications, wireless Internet connectivity, and a power generator that can provide power to a medium-size facility. Also included in the unit are four beds, a restroom, and a refrigeration unit.

Waste Management has direct experience handling many emergency situations. In May 2010, we helped assist in the clean up activities resulting from the leak at the oil well in the Gulf of Mexico. Waste Management is currently providing the manpower, equipment, and services to facilitate the ongoing shoreline cleanup effort.

Certification of Insurance

Waste Management will obtain and maintain all insurance required herein and, upon request, will furnish certificates of insurance evidencing:

- Commercial General Liability including Contractual Liability coverage: \$1,000,000 per occurrence limit for Bodily Injury and Property Damage
- Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Excess Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$5,000,000 combined single limit for Bodily Injury and Property Damage excess of \$1,000,000
- Workers Compensation: Statutory for all states of operation
- Employers Liability \$3,000,000 each accident

All contracts of insurance shall provide 30 days' prior written notice of cancellation or non-renewal. In the event that Waste Management cannot maintain contracts of insurance in the above amounts due to coverages becoming commercially unavailable, we may be relieved of the above obligations upon 30 days' written notice to the customer of revised insurance coverages.

Customer Care Approach

Operations and Customer Service Representatives are trained in Waste Management processes through a variety of avenues. A dedicated, full-time professional Customer Service Trainer is on staff to deliver training programs. The Trainer and the Supervisors routinely monitor operations in our Call Center focused on Quality Assurance. All new CSRs undergo a six-week training course that includes classroom training, observation, and one-on-one mentoring. The classroom training topics include, but are not limited to:

Topic	Description
Operations	CSRs do ride-alongs with drivers and are given detailed equipment familiarization training to include new product offering training.
Soft Skill Training	Customer service etiquette, listening, issue resolution
Service Machine	A set of standards governing service performance, recovery and tracking.
Knowledge	A web-based data repository of our service areas and contracts

Topic	Description
Base	- MAS Waste Management's accounts receivable system - Websites utilized in some areas to access local information - In addition to new hire training, CSRs are provided on-going training in daily, weekly, and on an as needed basis.
Daily Huddles	Each day is kicked off with a huddle to review the previous day, introduce new information and prepare for the new day.
Weekly Training	Held every week, all CSRs attend training on new corporate initiatives, skill refreshers, and contract/site specific areas.
Performance Coaching	Performance coaching plans are developed, reviewed, and implemented with each CSR with follow-ups occurring a minimum of once per month.
Quality Assurance	Each CSR has five telephone calls per month monitored and scored by a Customer Service Supervisor/Manager as well as five calls per month monitored and scored by an outside company. If areas of improvement are identified, additional training and coaching are provided.

Customer contacts including requests for service, change of status, change of service, status of service, complaints and compliments are recorded in the MAS Ticket System. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. The timeframe for ticket closure is dependent upon the type of ticket opened. Local management and their teams are responsible for providing requested service and/or issue resolution and monitor tickets live in MAS.

- If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the Operation Management Team.
- If a repeat issue occurs within two months, a ticket is also opened to alert the Management Team that a reoccurring problem exists.

Ticket creation, closure and tracking as well as service recovery falls under Service Machine Standards and are reported weekly and tracked Corporate-wide. Local management is responsible and accountable for these statistics.

Narrative Statement

Residential Waste and Recycling Collection

Automated Curbside Service

Trash collection will occur on a weekly schedule, whereas recycling collection will be every other week as shown in the proposal. Waste Management of Wisconsin, Inc. will provide, maintain, and retain ownership of residential waste and single sort recycling carts. Carts will be wheeled with lids, to prevent scatter and to defend from weather and animals. Automated Side Load trucks will be used for collection, with a spare ASL allocated to the village service as well.

Municipal Waste and Recycling Disposal Facilities

Waste Management will use the following facilities for the City's trash and recycling services:

- WM Recycle America Material Recycling Facility (MRF)
 - o Located at W132N10487 Grant Drive, Germantown, WI 53022
- Dane County Landfill
 - o Located at 7102 US-12, Madison, WI 53718

Proposal Summary

The following proposal is based on approximately 2,894 residential units and a 5-year contract for Automated Trash and Recycling Collection:

Fully Automated Collection Service (includes all state taxes, disposal, fuel and environmental fees):

	Year 1	Year 2	Year 3	Year 4	Year 5
Base Service					
Garbage Monthly Rate/Household	\$10.70	\$11.23	\$11.79	\$12.38	\$13.00
Recycling Monthly Rate/Household	\$5.00	\$5.25	\$5.51	\$5.79	\$6.08

Change in Rate:

Rates will be guaranteed for the first year of a five (5) year contract. On the anniversary date of the contract, annual rate changes will occur. The annual rate changes will be based on the CPI Index – All Items, Water/Sewer/Trash, Garbage Collection, Index – 12-month percentage change, with a minimum five percent (5%).

Additional Village Containers:

Municipal buildings included in the price quoted:

LOCATION	ADDRESS	TRASH	FREQUENCY
City Hall	138 E Main Street	96-gallon trash 2-yard recycle	Weekly
Village Public Works Garage	301 Blue Mound Street	4-yard recycle 8-yard trash	Weekly
Community Center	105 N Grove Street	2-yard trash 2-yard recycle	
Mount Horeb Offices	300 E Main Street	96-gallon trash 2-yard recycle	
Wastewater Plant	2447 Sand Rock	2-yard trash 4-yard recycle	
Swimming Pool	204 Park Street	6-yard trash	
Library	105 Perimeter Road	2-yard trash 2-yard recycle	

Spring and Fall Clean Up Events:

WM will provide two (2) thirty cubic yard containers **for each** bulk item collection event (Spring and Fall). These containers will be placed at a mutually agreed location by the village and WM. If the village requires additional containers over and above the **four (4) annual no charge containers**, they may request additional containers at a rate of \$185 per haul plus disposal charge of \$65 per ton.

Addressing Customer Concerns:

In situations where new construction is completed and ready for service, or if a cart needs replacement, residents or the village may email tmille15@wm.com to request carts. Email is preferred, but, as a last resort, a call to my cell would work, (608) 399-9509. There will be an online method for cart request coming soon as an added feature to our program. The delivery timeline is about 1 week, and we will make every effort to complete requests within that 1-week timeframe. They will be good quality used carts that are cleaned before delivery, and if we do not have used, they will be new.

In situations where a pickup is missed, an email is the preferred method of communication so that we have a paper trail of the request, and the ability to follow it through to completion within 1 to 3 days. Carts must be out by 6:00 am on the day of service to qualify as a missed pickup. Our trucks will eventually have the capability of capturing pictures of situations where carts are not out for service.

We thank you for your consideration of our proposal. We are very excited about this opportunity and look forward to continuing a beneficial, long-term working relationship with the Village of Mount Horeb and its residents.

Please contact me at (608) 399-9509, or tmille15@wm.com if you have any questions, comments, or concerns on the proposal provided above.

Respectfully Submitted,

Tim Miller

Tim Miller
Public Sector Representative
Waste Management of Wisconsin, Inc.



AGENDA ITEM REPORT

MEETING DATE

August 2, 2023

PREPARED BY

AGENDA ITEM # 6.f

Discussion on Fire District Budget

BACKGROUND

Volunteer Fire and EMS Departments across the country have been struggling to maintain staffing levels and recruit new volunteer members. As volunteer numbers decline, more paid staff need to be hired to maintain service levels. Mount Horeb Fire Department has a strong history of recruiting and retaining a dedicated volunteer base, but they are not immune to the declines that have been seen nation wide. The Fire District Management and Board have done an excellent job of managing the resources they have and keeping their tax requests as low as possible, but with the continued rise in expenses and the need for paid staff, they are in need of additional funding for the foreseeable future.

One item that has been identified for future funding increases is the 2% fire dues. The 2% fire dues are revenue from Fire Insurance Collectors and the State of Wisconsin paid to each municipality to be paid to the Fire District. The formula for the payment is based on the amount of fire insurance in the state and the growth in the municipality. The formula is set up so that the payment cannot be lower than the payment received in 1979. Historically, there has been a lack of understanding about this payment by the district and it's municipal members and the dues have not necessarily been passed directly on to the district. Going forward, the district is going to request that the 2% dues be sent to the district by each municipality and not included in their regular levy contribution.

Chief Minter will be present at the September Board meeting to make her annual budget request to the Village.

RECOMMENDATION

ATTACHMENTS

1. FAQs 2 percent Fire Dues
2. Fire Dues Distribution
3. 2 percent dues program



AGENDA ITEM REPORT



FAQs on 2% Fire Dues

Explanation of Fire Department Dues Payments

The Industry Services Division (IS) of the Wisconsin Department of Safety and Professional Services (DPS) is arranging payments to municipalities under the Wisconsin Two-Percent Fire Dues Payments Program. As in past years, a list of the computed Fire Dues payments planned for each municipality is available on our website at [Current Year Distribution](#). The list is first sorted alphabetically by county, and then, within the county, alphabetically in turn by towns, villages, and cities. The amount of the check sent to the municipal treasurer is found under "Current Year Distribution." This online list replaces the mailings that were done in the past to announce the amounts of the payments. If there are questions concerning the list, contact DSPSSBFireDues@Wisconsin.gov.

When Did NFIRS Become a Two-Percent Dues Fire Requirement?

The 2013-15 state budget law, otherwise known as 2013 Wisconsin Act 20, modified the requirements for qualifying for Two-Percent Dues payments. Specifically, in order to be eligible for fire dues payments from the state, a local fire department must now be in substantial compliance with the s. 101.141 Wis. Stats., requirements to keep records of fires and submit the reports of fires to the U.S. Fire Administration for inclusion in the National Fire Incident Reporting System (NFIRS), in addition to being in substantial compliance with other current eligibility requirements. Finally, the changes to the law require that local fire departments and municipal clerks must self-certify compliance with the fire incident reporting requirements, in addition to self-certifying compliance with current eligibility requirements. Section 101.141 Wis. Stats, s. SPS 314.01(11) Wis. Adm. Code, and NFPA 1 section 1.11.3.1 require fire departments to record fire and emergency responses to NFIRS. Fire departments shall make sure that data exported from private vendor incident reporting software or entered directly into NFIRS by the U.S. Fire Administration by running and reviewing reports using the NFIRS software to ensure all incidents are correctly received. Fire departments needing training assistance with submitting fire reports or with other questions should contact their district fire prevention coordinator. Those needing assistance in resetting passwords to or reactivating their NFIRS accounts are encouraged to email those requests directly to the following email address for the quickest response: dspsisnfirs@wisconsin.gov.

When Can Municipalities Expect to Receive the Fire Dues Payment?

Wisconsin statute mandates the payment be made on or before August 1 of each year.

How Is the Amount Determined?



There are three key factors to consider in understanding the computation of fire dues payments and why the amounts may change for a municipality from year to year:

1. The Fire Dues fund amount is subject to change based upon the amount of fire insurance underwritten in Wisconsin in the year.
2. The percentage each municipality receives changes due to the relationship between the growth of the local community and the overall growth within the state.
3. The amount of disbursement is subject to change due to the hold-harmless provisions.

Hold-Harmless Amount:

An important factor in the equation is called the “hold-harmless” amount. This amount, based on the payment received in calendar year 1979, ensures that each municipality never receives less than the amount they received in 1979. For some municipalities the “hold harmless” amount is higher than the current calculation and for some it is lower. It’s also the reason why some municipalities’ fire dues payment remains the same from year to year.

Calculation:

The Fire Dues payment is computed using the calculations described below:

1. Divide the municipal equalized valuation of real property improvements by the total state equalized valuation of real property improvements (this gives the municipal percentage);
2. Multiply the municipal percentage times the amount of funding available for distribution. The resulting number is the current fire dues amount.
3. Determine the 1979 base Fire Dues payment (“hold harmless” amount) for the municipality.
4. Compare the 1979 base Fire Dues payment with the current fire dues amount. The larger of the two numbers is the current Fire Dues payment for the municipality.
5. Re-compute the current Fire Dues payment for all municipalities after adjusting the amount available by the difference between the current Fire Dues amount and the hold harmless amount for those municipalities who are held harmless.

**Fire Dues Distribution Roll
Paid in 2023**

**Department of Safety and Professional Services
Division of Industry Services**

**Print date 7/13/2023
Distribution date 7/12/2023**

Crawford	12131	Village of GAYS MILLS	\$26,558,500.00	\$414.21	\$1,383.23
Crawford	12191	Village of WAUZEKA	\$26,989,400.00	\$561.85	\$1,405.68
Crawford	12022	Town of WAUZEKA	\$27,943,800.00	\$311.79	\$1,455.38
Crawford	12016	Town of SCOTT	\$33,340,100.00	\$199.98	\$1,736.44
Crawford	12012	Town of MARIETTA	\$37,323,200.00	\$355.64	\$1,943.89
Crawford	12020	Town of UTICA	\$38,638,500.00	\$486.78	\$2,012.39
Crawford	12014	Town of PRAIRIE DU CHIEN	\$63,273,000.00	\$521.70	\$3,295.42
Crawford	12006	Town of EASTMAN	\$65,007,100.00	\$314.58	\$3,385.73
Crawford	12018	Town of SENECA	\$68,182,800.00	\$361.95	\$3,551.13
Crawford	12004	Town of CLAYTON	\$70,312,000.00	\$693.74	\$3,662.02
Crawford	12008	Town of FREEMAN	\$71,913,800.00	\$324.77	\$3,745.45
Crawford	12002	Town of BRIDGEPORT	\$108,460,500.00	\$372.66	\$5,648.89
Crawford	12271	City of PRAIRIE DU CHIEN	\$366,754,300.00	\$3,739.34	\$19,101.48
Dane	13032	Town of MADISON	\$417,936,700.00	\$4,516.44	\$0.00
Dane	13176	Village of ROCKDALE	\$16,143,200.00	\$140.65	\$840.78
Dane	13070	Town of YORK	\$61,279,500.00	\$484.57	\$3,191.59
Dane	13006	Town of BLACK EARTH	\$61,779,400.00	\$295.91	\$3,217.63
Dane	13044	Town of PERRY	\$74,300,600.00	\$392.60	\$3,869.76
Dane	13048	Town of PRIMROSE	\$76,819,200.00	\$495.04	\$4,000.94
Dane	13108	Village of BLUE MOUNDS	\$78,015,100.00	\$225.68	\$4,063.22
Dane	13116	Village of DANE	\$105,775,800.00	\$917.94	\$5,509.07
Dane	13034	Town of MAZOMANIE	\$111,941,100.00	\$630.29	\$5,830.17
Dane	13022	Town of DANE	\$114,272,500.00	\$549.22	\$5,951.60
Dane	13016	Town of CHRISTIANA	\$120,990,400.00	\$814.59	\$6,301.48
Dane	13060	Town of VERMONT	\$122,941,800.00	\$502.09	\$6,403.12
Dane	13107	Village of BLACK EARTH	\$133,030,400.00	\$738.19	\$6,928.55
Dane	13036	Town of MEDINA	\$135,286,300.00	\$683.73	\$7,046.05
Dane	13040	Town of MONTROSE	\$135,774,400.00	\$761.91	\$7,071.47
Dane	13010	Town of BLUE MOUNDS	\$142,482,400.00	\$600.63	\$7,420.84
Dane	13153	Village of MAZOMANIE	\$163,226,600.00	\$894.50	\$8,501.25
Dane	13008	Town of BLOOMING GROVE	\$166,775,500.00	\$1,708.37	\$8,686.08
Dane	13004	Town of BERRY	\$173,626,100.00	\$922.87	\$9,042.88
Dane	13024	Town of DEERFIELD	\$191,261,000.00	\$708.78	\$9,961.35
Dane	13111	Village of CAMBRIDGE	\$198,901,300.00	\$986.74	\$10,359.28
Dane	13026	Town of DUNKIRK	\$205,724,500.00	\$1,478.59	\$10,714.64
Dane	13020	Town of CROSS PLAINS	\$207,712,900.00	\$901.59	\$10,818.21
Dane	13002	Town of ALBION	\$214,480,200.00	\$1,168.10	\$11,170.66
Dane	13050	Town of ROXBURY	\$215,766,600.00	\$929.87	\$11,237.66

**Fire Dues Distribution Roll
Paid in 2023**

**Department of Safety and Professional Services
Division of Industry Services**

**Print date 7/13/2023
Distribution date 7/12/2023**

Dane	13117	Village of DEERFIELD	\$216,664,800.00	\$974.23	\$11,284.44
Dane	13064	Town of VIENNA	\$222,926,400.00	\$977.03	\$11,610.56
Dane	13152	Village of MARSHALL	\$230,815,600.00	\$1,077.25	\$12,021.45
Dane	13052	Town of RUTLAND	\$252,785,200.00	\$1,021.60	\$13,165.68
Dane	13062	Town of VERONA	\$259,070,200.00	\$1,628.66	\$13,493.02
Dane	13058	Town of SUN PRAIRIE	\$268,924,200.00	\$1,308.91	\$14,006.24
Dane	13106	Village of BELLEVILLE	\$276,275,000.00	\$1,164.91	\$14,389.09
Dane	13054	Town of SPRINGDALE	\$278,146,300.00	\$860.94	\$14,486.55
Dane	13151	Village of MAPLE BLUFF	\$307,737,300.00	\$2,302.43	\$16,027.73
Dane	13113	Village of CROSS PLAINS	\$350,256,300.00	\$1,491.05	\$18,242.22
Dane	13056	Town of SPRINGFIELD	\$375,897,300.00	\$1,617.61	\$19,577.67
Dane	13018	Town of COTTAGE GROVE	\$381,266,700.00	\$2,118.62	\$19,857.32
Dane	13042	Town of OREGON	\$428,015,500.00	\$1,454.86	\$22,292.11
Dane	13046	Town of PLEASANT SPRINGS	\$441,687,500.00	\$2,124.78	\$23,004.19
Dane	13014	Town of BURKE	\$457,301,200.00	\$2,564.63	\$23,817.39
Dane	13181	Village of SHOREWOOD HILLS	\$462,984,500.00	\$2,743.10	\$24,113.39
Dane	13012	Town of BRISTOL	\$559,276,500.00	\$1,364.20	\$29,128.51
Dane	13028	Town of DUNN	\$613,942,500.00	\$3,840.34	\$31,975.66
Dane	13157	Village of MOUNT HOREB	\$722,521,500.00	\$3,022.65	\$37,630.72
Dane	13112	Village of COTTAGE GROVE	\$747,247,800.00	\$881.23	\$38,918.53
Dane	13066	Town of WESTPORT	\$775,099,400.00	\$2,859.08	\$40,369.11
Dane	13196	Village of WINDSOR	\$982,967,400.00	\$3,271.89	\$51,195.39
Dane	13154	Village of MCFARLAND	\$1,026,605,700.00	\$3,161.35	\$53,468.18
Dane	13281	City of STOUGHTON	\$1,205,909,800.00	\$5,042.41	\$62,806.79
Dane	13165	Village of OREGON	\$1,216,271,100.00	\$2,480.41	\$63,346.43
Dane	13258	City of MONONA	\$1,248,344,800.00	\$8,094.12	\$65,016.91
Dane	13038	Town of MIDDLETON	\$1,285,340,800.00	\$2,837.42	\$66,943.75
Dane	13118	Village of DEFOREST	\$1,351,365,900.00	\$2,373.87	\$70,382.50
Dane	13191	Village of WAUNAKEE	\$1,974,179,700.00	\$3,021.59	\$102,820.20
Dane	13286	City of VERONA	\$2,945,535,300.00	\$2,684.38	\$153,410.82
Dane	13255	City of MIDDLETON	\$3,359,823,500.00	\$10,190.02	\$174,987.98
Dane	13225	City of FITCHBURG	\$3,445,263,100.00	\$0.00	\$179,437.89
Dane	13282	City of SUN PRAIRIE	\$3,660,308,600.00	\$9,336.97	\$190,638.00
Dane	13251	City of MADISON	\$29,207,840,200.00	\$131,725.20	\$1,521,217.12
Dodge	14147	Village of LOWELL	\$15,075,400.00	\$277.45	\$785.16
Dodge	14111	Village of CLYMAN	\$21,194,500.00	\$337.91	\$1,103.86



2% Fire Dues Program

Prepared by: Andrea Brauer, Staff Attorney

Any city, village, or town with a fire department is eligible to receive a portion of the fire insurance premiums collected by insurers doing business in Wisconsin, commonly known as the 2% fire dues program.

SOURCE OF FIRE DUES

Every year, all insurers conducting fire insurance business in Wisconsin must pay the state 2% of all premiums they have collected for insurance loss by fire. The state also contributes 2% of premiums paid to the local government property insurance fund for the insurance of public property, other than state property.

These funds are collected by the Department of Safety and Professional Services (DSPS) and distributed to qualifying municipalities annually, under criteria described below.¹

QUALIFICATION CRITERIA

To qualify to receive fire dues, a municipality must have a local fire department that satisfies all of the following criteria:²

- Is organized to provide continuous fire protection and have a designated chief.
- Is able to ensure the response of at least four firefighters, none of whom is the chief, to a first alarm for a building, either on its own or in combination with another fire department under a mutual aid agreement.
- Provides a training program prescribed by DSPS, which includes biannual training that prepares firefighters to safely perform their duties and monthly training consistent with established fire ground operating procedures.
- Provides facilities capable of receiving an alarm and dispatching firefighters and apparatus without delay.
- Keeps required records of fires.
- Satisfies fire inspection duties and provide public fire education services.

A municipality may qualify to receive fire dues, regardless of whether its fire department is organized as a municipal agency, nonprofit corporation, fire company, or stock corporation. If fire dues are granted, DSPS pays the dues to the municipality, which must then distribute the funds to the municipal or contracted fire department.

Private fire departments, which are generally exempt from state fire standards and are instead generally regulated under federal law, must meet the above criteria to be eligible to receive fire dues.

AMOUNT OF FUNDS

Each qualifying municipality is generally entitled to a proportionate share of the fire dues based on the equalized valuation of its real property improvements, except that each qualifying municipality is entitled to receive not less than the amount of fire dues it received in 1979.³

DSPS reports the total amount of fire dues distributed for the previous eight years as follows:

- Fiscal Year 2011 = \$14,849,925.74.
- Fiscal Year 2012 = \$16,098,609.70.
- Fiscal Year 2013 = \$15,889,402.12.
- Fiscal Year 2014 = \$17,977,549.14.
- Fiscal Year 2015 = \$17,136,066.39.
- Fiscal Year 2016 = \$18,575,142.40.
- Fiscal Year 2017 = \$20,133,993.89.
- Fiscal Year 2018 = \$19,919,554.94.

USE OF FUNDS

A fire department may utilize fire dues only for the following purposes:⁴

- Purchasing fire protection equipment.
- Performing fire inspection and public education.
- Training firefighters and inspectors.
- Funding pension funds or other special funds for disabled or superannuated firefighters.

DSPS OVERSIGHT OF THE FIRE DUES PROGRAM

Each municipality seeking fire dues must submit an annual self-certification form to DSPS. The form includes information regarding the municipality's operations and whether the fire department is in substantial compliance with state law that applies to the fire dues program.

DSPS has authority to perform audits of fire departments for compliance with state standards. If a fire department is noncompliant, DSPS will pay the dues for that year and issue a notice of noncompliance. No future dues will be paid until the fire department comes into substantial compliance with state law that applies to the fire dues program.⁵

¹ ss. 1 01.573 and 601.93, Stats.

² s. 1 01.575, Stats.; and s. SPS 314 (14) (a), Wis. Adm. Code.

³ s. 1 01.575 (1) (a), Stats.

⁴ s. 1 01.575 (6), Stats.; and s. SPS 314.01 (14), Wis. Adm. Code.

⁵ s. 1 01.575 (1) (am), Stats.; and s. SPS 314.01 (14), Wis. Adm. Code.