

VILLAGE OF BELLEVILLE  
REGULAR MEETING of the VILLAGE BOARD  
**Monday, October 1, 2012 at 7:00 P.M.**  
Village Hall - 24 West Main Street

**AGENDA**

1. Call Meeting to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. Visitors Who Would Like to Speak Now
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:**
  - a. Approval of Minutes - September 17, 2012
  - b. Approval of Bills for September 2012
  - c. Approval of Application for Temporary Class "B" / "Class B" Retailer's License for American Legion Duppler-Smith Post #460 for November 10-11, 2012
  - d. Approval of Permit for Library Park Use – Fall Festival, October 17, 2012, for Belleville PTO
7. Committee Reports
8. President's Report –
9. Administrator/Clerk/Treasurer's Report –

**ACTION REQUIRING A VOTE MAY BE TAKEN ON  
ANY OF THE FOLLOWING ITEMS**

10. **Unfinished Business:**
  - a. Lake / Pedestrian Bridge Projects Update & Issues
    - i. Vegetation Growth West of Berm
  - b. Committee Recommendations Regarding Police Department Future Chief Hiring Process
  - c. Proposed 2013 Budget / Wages Discussion
11. **New Business:**
  - a. Proposed Resolution #2012-10-01: Resolution Of Village Of Belleville Requesting Exemption from the 2013 Dane and Green County Library Tax
  - b. Approval of Bond Schedule

- c. Request for Proposal for Tree Removal
- d. Request for Proposal for Solid Waste / Recycling Services

12. CLOSED SESSION:

- a. Per Wis. Stat. sec. 19.85(1)(e) to discuss a TIF Agreement with Landmark
- b. Per Wis. Stat. sec. 19.85(1)(e) to discuss draft union contract changes proposal to WPPA
- c. Per Wis. Stat. sec. 19.85(1)(f) for the preliminary consideration of specific personnel problems or the investigation of charges against a specific person which, if disclosed in public, would be likely to have a substantial adverse effect on the reputation of the person involved in such problems or investigation.

13. Resume Open Session

- a. Discussion and Possible Action on Any Items Discussed in Closed Session
  - i. Proposed Developer's Agreement for Tax Increment District #4 with Landmark Services Coop.

14. Other Business:

- a. Correspondence
- b. Announcements –
- c. Future Meeting Dates
- d. Questions and Items for Referral

15. Adjournment

*-By Howard Ward, Village President*

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**The Village of Belleville complies with the Americans with Disabilities Act (ADA):**

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please contact the person below at least two business days prior to the meeting.

Si necesita un interprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuniquese al numero de telefono que figura a continuacion dos dias habiles como minimo antes de la reunion.

**Contact:** April Little, Village Administrator, 24 W. Main Street  
608.424.3341  
alittle@villageofbelleville.com

**Final agenda will be posted by 4 p.m. Friday preceding the meeting at these locations:**  
Union Bank & Trust Co (UB&T), Sugar River Bank, Village Hall, Library, Village of Belleville Web site.

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING  
HELD MONDAY, **SEPTEMBER 17, 2012** AT  
7:00 P.M. VILLAGE HALL - 24 WEST MAIN STREET

1. Call to order - The meeting was called to order by Village President Howard Ward at 7:00 PM.
2. Roll call by Clerk – Trustees present were: Tyler Kattre, Ben O'Brien, Deb Kazmar, Daniel Rung, Howard Ward, Gary Ziegler and Bonnie Wilcox.

Also present: Herb Blaser, Mike & Jean Tretow, Michael Parkin, Rick Francois and Marechiel Santos-Lang

3. The Clerk stated that the meeting has been noticed as required by law.
4. Visitors Who Would Like to Speak Now - None
5. Visitors Who Would Like to Speak On an Agenda Item – No discussion.
6. **Consent Agenda:** *Trustee Kazmar made a motion to approve; seconded by Trustee Wilcox. Motion carried.*
  - a. Approval of Minutes - August 20, 2012
  - b. Approval of Bills for August 2012
  - c. Approval of Treasurer's Reports for August 2012
7. Committee Reports – No discussion.
8. President's Report – President Ward contacted the DNR Sugar River watershed manager to discuss vegetation in the west lake. A meeting will be set up ASAP.
9. Administrator/Clerk/Treasurer's Report – No report.

10. **Unfinished Business:**

- a. **Lake / Pedestrian Bridge Projects Update & Issues** – Bridge plans were made to code; however the railing was installed 1½ inches too high. The company will install another beam on the bottom to make it code compliant. Trustee Ziegler asked whether lights should be installed along berm and/or bridge. Trustee O'Brien said winter maintenance of the bridge also needs discussion. Ice depths, ATVs, safety patrol are other concerns. Concerns will be discussed further at a future meeting.
- i. **Grand Opening Celebration Update** – Marechiel Santos-Lang and Rick Francois provided a summary report. They thanked the Village Board for their funding and faith in the celebration. It was an overwhelming success, judging from the statistics presented. It was estimated about 1000 people attended, and the Lakefest web site had 6221 hits to date. About 759 volunteer hours were contributed. Whether to have a Lakefest annually was a question.

The triathlon organizers wish to come back in 2013, as it was very well received. Trustee Ziegler thought it didn't hurt to continue, but was concerned about the time needed and weather variability.

- ii. **Signage** – No signage is needed regarding swimming in the lake. It is not a Village liability issue, according to the Village attorney and insurance company. It was mentioned that there has been fishing and skateboarding on the bridge. The concern is the potential damage from skateboards. To be discussed at a future Public Works Committee meeting.
- b. **Committee Recommendations Regarding Police Department Future Chief Hiring Process** – Ten candidates will be brought in for interviews, narrowed down from 28 applications received.

11. **New Business:**

- a. **Proposed Ordinance No. 2012-09-01: An Ordinance to Revise and Consolidate, Amend, Supplement and Codify the General Ordinances of the Village Of Belleville** – *Trustee Ziegler made a motion to approve Ordinance 2012-09-01; seconded by Trustee Kattre. Motion carried.* This motion means the new code book will replace the old version.
- b. **Proposed Resolution #2012-09-01: Resolution of Village Of Belleville, Counties of Dane and Green, Establishing a Fee Schedule** – *Trustee Ziegler made a motion to approve Resolution 2012-09-01; seconded by Trustee Kazmar. Motion carried.* The sections on planning and zoning, tree planting, brush and yard waste will be left as is, until further discussion can be had about related issues.
- c. **Proposed Developer's Agreement for Tax Increment District #4 with Landmark Services Coop.** – Tabled to October at Landmark's request. They had some additional questions about the agreement draft.
- d. **Proposed Curb Cut at Library Park** – The Community Picnic car show's organizers requested the cut to allow vehicles better access to Library Park. They may need to move to another town. The Community Club does make some profit from the event from food sales. A curb cut could possibly benefit other events. Getting a DNR permit is a problem because of the Badger State Trail. Jerry Butts had some concerns and felt it could be solved by a temporary ramp.
- e. **Proposed 2013 Budget / Wages Discussion** – Little provided some updates: a 1 percent increase on shared revenue (\$1000+) and \$31,000+ increase in debt service is expected. Will probably need to have a budget workshop meeting. Trustee Ziegler: Sidewalks on Main Street are heaving and the trees are causing some problems. Estimate to replace trees and sidewalks are about \$350,000. Trees are another concern; 95 need removal village-wide. These are in very poor condition. This amounts to about \$63,180 of work; about 51 trees will be replanted. A DNR grant can be applied; however, this leaves a shortfall of \$16,205. The trees' poor condition was confirmed by two arborists. It was suggested to split the request for proposal into a base bid for terrace trees and an alternate for park trees (which are presumably less of a risk if removal is delayed) as an alternate to save money. Discussion of disposal of

wood and chips.

**12. Other Business:**

- a. Future meeting dates were noted. President Ward would like to cancel second Village Board meetings whenever possible.
- b. **Questions and Items for Referral** – Mike Parkin asked about terrace restoration along Highway 92, as the grass is dead. Jerry Butts said the drought probably killed it. Contractor is obligated to maintain terraces for only one year, and then residents must water.

- 13. Adjournment** – *Trustee Kattre made a motion to adjourn; seconded by Trustee Ziegler. Motion passed unanimously.* The meeting was adjourned by President Ward at 8:20 PM.

*By April Little, Administrator/Clerk/Treasurer*

*These minutes are not official until approved by the Belleville Board of Trustees.*



## GENERAL FUND CHECKING

ALL Checks

Posted From: 9/01/2012 From Account:  
Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
V760	9/04/2012	ANDERSON, DONNA	919.03
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V761	9/04/2012	BEIERSDORF, VICTORIA L.	1,039.66
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V762	9/04/2012	BIGLER, JULIE L.	215.79
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V763	9/04/2012	EICHELKRAUT, WILLIAM B.	1,806.96
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V764	9/04/2012	HENDRICKSON, DARLENE M.	924.01
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V765	9/04/2012	LEHMANN, BRONNA B.	724.57
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V766	9/04/2012	LITTLE, APRIL A. W.	1,611.03
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V767	9/04/2012	MARTIN, JEREMY A	973.67
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V768	9/04/2012	PENCE, BRENT	788.36
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V769	9/04/2012	SKOGEN, ROBERT M.	439.68
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V770	9/04/2012	VEENEMAN, MICHELLE	500.16
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
V771	9/18/2012	ANDERSON, DONNA	919.04
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V772	9/18/2012	BEIERSDORF, VICTORIA L.	1,203.51
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V773	9/18/2012	BIGLER, JULIE L.	215.80
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V774	9/18/2012	EICHELKRAUT, WILLIAM B.	1,997.02
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V775	9/18/2012	HENDRICKSON, DARLENE M.	924.00
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V776	9/18/2012	LEHMANN, BRONNA B.	657.90
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V777	9/18/2012	LITTLE, APRIL A. W.	1,611.03
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V778	9/18/2012	MARTIN, JEREMY A	1,123.61
	Manual Check	Pay period 09/03/2012 to 09/16/2012	

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## ALL Checks

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Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
V779	9/18/2012	PENCE, BRENT	693.08
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V780	9/18/2012	SKOGEN, ROBERT M.	478.32
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V781	9/18/2012	VEENEMAN, MICHELLE	461.31
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
V782	9/19/2012	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
V783	9/19/2012	GEHIN, MARY	283.05
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
V784	9/19/2012	KRINGLE, TERRY	283.05
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15175	9/04/2012	BUTTS, JERRY D.	1,274.96
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15176	9/04/2012	CHRISTENSEN, JEAN M.	691.32
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15177	9/04/2012	DIEDERICH, FREDERICK H.	943.73
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15178	9/04/2012	FREEMAN, DEBRA	549.64
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15179	9/04/2012	FURMAN, RACHEL M.	1,145.70
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15180	9/04/2012	HELLER, MOLLY K	167.50
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15181	9/04/2012	HULTINE, MOLLY M.	1,763.32
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15182	9/04/2012	O'CONNOR, THOMAS P.	1,214.23
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15183	9/04/2012	PAULI, DAVID J.	1,180.34
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15184	9/04/2012	PELTON, TERESA A.	703.91
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15185	9/04/2012	SOLBERG, SHEREE	256.92
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15186	9/04/2012	YOUNG, TERESA M	191.44
	Manual Check	Pay period 08/20/2012 to 09/02/2012	
15187	9/18/2012	BUTTS, JERRY D.	1,274.96
	Manual Check	Pay period 09/03/2012 to 09/16/2012	

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Posted From: 9/01/2012 From Account:  
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Check Nbr	Check Date	Payee	Amount
15188	9/18/2012	CHRISTENSEN, JEAN M.	691.32
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15189	9/18/2012	DIEDERICH, FREDERICK H.	1,114.36
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15190	9/18/2012	FREEMAN, DEBRA	521.74
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15191	9/18/2012	FURMAN, RACHEL M.	1,145.70
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15192	9/18/2012	HELLER, MOLLY K	159.37
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15193	9/18/2012	HULTINE, MOLLY M.	1,562.28
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15194	9/18/2012	MANKOWSKI, JAMES B.	383.27
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15195	9/18/2012	O'CONNOR, THOMAS P.	1,234.70
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15196	9/18/2012	PAULI, DAVID J.	1,092.01
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15197	9/18/2012	PELTON, TERESA A.	693.90
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15198	9/18/2012	SOLBERG, SHEREE	310.42
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15199	9/18/2012	YOUNG, TERESA M	109.04
	Manual Check	Pay period 09/03/2012 to 09/16/2012	
15200	9/19/2012	KATTRE, TYLER	353.81
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15201	9/19/2012	KAZMAR, DEBRA	353.81
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15202	9/19/2012	O'BRIEN, BENJAMIN M	353.81
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15203	9/19/2012	RUNG, DANIEL	235.87
	Manual Check	Pay period 06/01/2012 to 09/30/2012	
15204	9/19/2012	WARD, HOWARD	495.34
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15205	9/19/2012	WILCOX, BONNIE	353.81
	Manual Check	Pay period 07/01/2012 to 09/30/2012	
15206	9/19/2012	ZIEGLER, GARY J.	328.81
	Manual Check	Pay period 07/01/2012 to 09/30/2012	

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Posted From: 9/01/2012 From Account:  
 Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19145	9/05/2012	JO ANN W. THERKELSEN	-50.00
	Manual Check	VOID CHECK - ACCIDENTALLY SHREDDED BY JT	
19183	9/05/2012	FAIR PLAY	-300.00
	Manual Check	VOID CK # 19183	
19186	9/05/2012	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
19187	9/05/2012	AFLAC	478.04
		INV # 111689 AUG 23RD - SEPT 20TH	
19188	9/05/2012	ALICIA MARLENE ALEXANDER	25.00
		REFUND FOR LOST ITEM FOUND	
19189	9/05/2012	ALLIANT ENERGY/WP&L	5,325.12
		ACCT # 366426-010	
19190	9/05/2012	ALLIANT ENERGY/WP&L (2)	640.93
		ACCT # 393374-010	
19191	9/05/2012	ASSOCIATED APPRAISAL CONSULTANTS, INC.	953.55
		AUGUST SERVICES	
19192	9/05/2012	AT&T	39.18
		ACCT # 030 491 1230 001	
19193	9/05/2012	BADGER METER, INC.	11,511.10
		CUSTOMER # 07262012	
19194	9/05/2012	BAKER & TAYLOR	1,082.12
		INV # 2027290785	
19195	9/05/2012	BELLEVILLE ELEMENTARY SCHOOL	20.00
		WEEKLY READERS-4 STUDENTS	
19196	9/05/2012	BELLEVILLE INTERMEDIATE SCHOOL	105.00
		WEEKLY READER-21 STUDENTS	
19197	9/05/2012	BELLEVILLE MUNICIPAL WATER DEPT	1,440.43
		ACCT # 049-0101-00	
19198	9/05/2012	BELLEVILLE MUNICIPAL WATER DEPT (2)	89.98
19199	9/05/2012	BELLEVILLE PRINTING COMPANY, INC.	217.10
		INV # 29211 POSTCARDS, FLYERS, POSTERS	
19200	9/05/2012	BOND TRUST SERVICES CORPORATION	300.00
		INV # 8048 REF# 36609-CP	
19201	9/05/2012	BOOK WHOLESALERS, INC.	3.24
		INV # 166975E	
19202	9/05/2012	BRONNA LEHMANN	39.96
		REIMBURSE MILAGE	

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ALL Checks

Posted From: 9/01/2012 From Account:  
Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19203	9/05/2012	BUSINESS CARD ACCT # 5472 0690 0015 2275 (UPS)	1,181.38
19204	9/05/2012	BUSINESS CARD (2) ACCT# 5472-0681-5737-1969	201.44
19205	9/05/2012	BYTEC RESOURCE MANAGEMENT AUGUST SLUDGE REMOVAL	1,525.42
19206	9/05/2012	CAPITAL LOCK, INC. CUSTOMER ID BELLPU	105.50
19207	9/05/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	134.25
19208	9/05/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0001982	275.44
19209	9/05/2012	CHIEF ACCT # 229261	11.99
19210	9/05/2012	CITGO FLEET # 131801342	1,747.72
19211	9/05/2012	CITGO (2) FLEET # 132004243	1,059.69
19212	9/05/2012	CONSTRUCTION FABRICS & MATERIALS CORP. INV # 149870 TURTLE BED SUPPLIES	420.00
19213	9/05/2012	COUNTRY BOOKS COUNTRY WOMAN CHRISTMAS 2012 - NO TAX	31.98
19214	9/05/2012	CUSTOM MANUFACTURING, INC. INV # 4712	78,800.00
19215	9/05/2012	DANE COUNTY TREASURER AUGUST REPORT	289.00
19216	9/05/2012	DANE COUNTY TREASURER (3) DOG LICENSES - 2012	17.50
19217	9/05/2012	DANE COUNTY TREASURER (3) CUSTOMER # 20852	580.00
19218	9/05/2012	DEBRA FREEMAN MILEAGE TO MIDDLETON AUG. 23	23.87
19219	9/05/2012	DEPARTMENT OF ADMINISTRATION CODE RENEWAL CUST # 4537	14.00
19220	9/05/2012	ENVIRONMENTAL CONSULTING & TESTING INV # 792 ACUTE TEST BATTERY - WET	550.00
19221	9/05/2012	FIRE-RESCUE SUPPLY, LLC INV # 4316 HOSES	588.00

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Posted From: 9/01/2012 From Account:  
Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19222	9/05/2012	GORDON FLESCH CO., INC. CUSTOMER # 10V743	137.61
19223	9/05/2012	GRAINGER ACCT # 837616846	172.72
19224	9/05/2012	HARDER CORP CUSTOMER # 0202987	635.66
19225	9/05/2012	HAROLD'S EXCAVATING CO. HAUL SAND FOR TURTLE BED	607.00
19226	9/05/2012	HAWKINS, INC. INV # 3381796 CHEMICALS	741.17
19227	9/05/2012	HOO'S WOODS RAPTOR CENTER SEPT 2ND LAKEFEST CELEBRATION	325.00
19228	9/05/2012	INGRAM LIBRARY SERVICES ACCT # 20N5944	70.00
19229	9/05/2012	J.P. COOKE COMPANY INV # 194994 CAT LICENSE TAGS - 2013	55.02
19230	9/05/2012	JO ANN W. THERKELSEN REPLACES DESTROYED CK # 19145	50.00
19231	9/05/2012	JOSH PERKINS MUSIC FOR LAKEFEST	300.00
19232	9/05/2012	LANTECH SERVICES, LLC INV # 61562	212.50
19233	9/05/2012	McCANN'S UNDERGROUND, INC. INV # 9487SERV-US ST STORMWATER PROJECT	400.00
19234	9/05/2012	MENARDS ACCT # 30580417	105.02
19235	9/05/2012	MIDWEST TAPE INV # 90307972	435.86
19236	9/05/2012	NORTH SHORE BANK,FSB SEPTEMBER 4TH PAYROLL	250.00
19237	9/05/2012	NORTHERN LAKE SERVICE, INC. INV # 219811	241.80
19238	9/05/2012	NORTHLAND DOOR SYSTEMS, INC. ACCOUNT # 9057	570.00
19239	9/05/2012	NUMMELIN TESTING SERVICES, INC. INV # 10204 PED BRIDGE FIELD TIME	1,289.21
19240	9/05/2012	PURPLE COW ORGANICS INV # 1388	534.88

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Posted From: 9/01/2012 From Account:  
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Check Nbr	Check Date	Payee	Amount
19241	9/05/2012	QUILL CORP ACCT # C6052818	70.75
19242	9/05/2012	QUILL CORPORATION ACCT # C264557	333.52
19243	9/05/2012	RELIABLE OFFICE SUPPLIES CUSTOMER # 00113659	299.40
19244	9/05/2012	ROBERT E. LEE & ASSOCIATES PAY REQUEST #3	14,475.00
19245	9/05/2012	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR	54.00
19246	9/05/2012	ROBERT M. SGOGEN AUGUST 28TH INSERVICE	33.30
19247	9/05/2012	SHORT ELECTRIC INC INV # 17909 GRINDING PUMP	330.00
19248	9/05/2012	STAFFORD ROSENBAUM LLP GENERAL MUNICIPAL ADVICE	3,119.59
19249	9/05/2012	STATE OF WISCONSIN AUGUST COURT	391.60
19250	9/05/2012	SUGAR RIVER BANK BUTTS	200.00
19251	9/05/2012	TASTE OF HOME BOOKS 2012 TASTE OF HOME CHRISTMAS	31.98
19252	9/05/2012	TOM O'CONNOR SHOE REIMBURSEMENT	84.39
19253	9/05/2012	VERONA ACE HARDWARE INV # 95503 PAINT	35.82
19254	9/05/2012	VIPDUBS, INC. INV # 72404S	38.80
19255	9/05/2012	WASTE MANAGEMENT OF WI-MN SEPTEMBER CHARGES	13,433.47
19256	9/05/2012	WI STATE LABORATORY OF HYGIENE ACCT # 6004525	40.00
19257	9/05/2012	WILLIAM B. EICHELKRAUT AUGUST 28TH & 29TH MILEAGE REIMBURSEMENT	44.40
19258	9/05/2012	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC SEPTEMBER DUES # 243	159.00
19259	9/05/2012	WISCONSIN SUPREME COURT 2012 MUNICIPAL COURT CLERK SEMINAR TP	20.00

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Posted From: 9/01/2012 From Account:  
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Check Nbr	Check Date	Payee	Amount
19260	9/07/2012	APRIL LITTLE SCISSORS FOR RIBBON CUTTING	21.10
19261	9/07/2012	EVENT ESSENTIALS NO TAX CUSTOMER ID 4243341	316.75
19261	9/13/2012 Manual Check	EVENT ESSENTIALS VOID CHECK # 19261	-316.75
19262	9/07/2012	KRISTIN MCGUINE INV # 805	1,275.00
19263	9/07/2012	WEKZ-FM INV # 90049	200.00
19264	9/14/2012 Test Check	*** Test Check *** *** VOID *** VOID *** VOID *** VOID ***	0.00
19265	9/14/2012	ALLIANT ENERGY/WP&L (3) ACCT # 167309-010	2,450.08
19266	9/14/2012	BAER INSURANCE INV # 21712 LIABILITY & W/C	12,753.00
19267	9/14/2012	BELLEVILLE AREA EMS EMS FUNDING ASSISTANCE PROGRAM SFY2013	4,662.07
19268	9/14/2012	BELLEVILLE PRINTING COMPANY, INC. INV # 29275 ENVELOPES	85.14
19269	9/14/2012	BURRESON'S FOODS FOOD PANTRY MILK VOUCHERS	2,636.09
19270	9/14/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	282.37
19271	9/14/2012	CHRISTEN BROTHERS SERVICE INV # 685668 MOWER TIRE REPAIRS	38.78
19272	9/14/2012	CINTAS CORPORATION ACCT # 446-32222	271.16
19273	9/14/2012	JERRY BUTTS SHOE REIMBURSEMENT	200.00
19274	9/14/2012	JOE DANIELS CONSTRUCTION CO., INC. INV # 42197 OLD LIBRARY REPAIRS	56,421.00
19275	9/14/2012	LANDMARK SERVICES COOPERATIVE CUSTER # 424717	279.98
19276	9/14/2012	LEAGUE OF WISCONSIN MUNICIPALITIES HANDBOOK FOR WI MUNICIPAL OFFICIALS 2012	90.00
19277	9/14/2012	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC INV 4097 LONG TERM RESTORATION - CRS	356.25

## GENERAL FUND CHECKING

ALL Checks

Posted From: 9/01/2012 From Account:  
 Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19278	9/14/2012	NEWS PUBLISHING COMPANY, INC. ELECTIONS	1,276.04
19279	9/14/2012	NORTH SHORE BANK,FSB SEPTEMBER 18TH PAYROLL	250.00
19280	9/14/2012	PRECISION CONCRETE INC. STAIN BRIDGE SUPPORTS	480.00
19281	9/14/2012	PURE WATERS, LLC INV # 89450	67.00
19282	9/14/2012	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR	174.52
19283	9/14/2012	SIGNS BY TOMORROW INV # 75330 DONOR SIGNS	323.00
19284	9/14/2012	STEAM-N-DRY INV # 1753 CLEAN CARPETS AT POLICE DEPT	120.00
19285	9/14/2012	SUGAR RIVER BANK BUTTS	200.00
19286	9/14/2012	THE MINNESOTA LIFE INSURANCE COMPANY OCTOBER 2012 PREMIUM	425.64
19287	9/14/2012	UNION BANK & TRUST COMPANY TRANSFER LIB. FUNDS TO 2 YEAR CD	67,970.00
19288	9/14/2012	UNITED LABORATORIES CUSTOMER 303999	860.60
19289	9/14/2012	VISA ACCT # 2520 KALAHARI	70.00
19290	9/14/2012	WALTER C. STEELE REPAIR A/C	158.25
19291	9/14/2012	WEAVER AUTO PARTS - NEW GLARUS INV # 509084	7.05
19292	9/14/2012	WJZ CLEANING, LLC INV # 6014 AUGUST CLEANINGS	300.00
19293	9/20/2012	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
19294	9/20/2012	BAKER & TAYLOR INV # 2027343885	1,592.94
19295	9/20/2012	BOOK WHOLESALERS, INC. INV # 162393E	45.29
19296	9/20/2012	BURRESON'S FOODS (2) ACCT # 047900500038 (LIBRARY ACCT)	311.64

## GENERAL FUND CHECKING

ALL Checks

Posted From: 9/01/2012 From Account:  
Thru: 9/30/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19297	9/20/2012	DEBRA FREEMAN REIMBURSE - BAGGED BK SUPPLIES	15.78
19298	9/20/2012	INGRAM LIBRARY SERVICES INV # 06314517	38.98
19299	9/20/2012	JEAN CHRISTENSEN SEPT 13TH DANE CTY MTG-DEFOREST	43.29
19300	9/20/2012	MARECHIEL SANTOS-LANG REIMBURSE FOR LAKEFEST EXPENSES	1,722.82
19301	9/20/2012	MIDWEST TAPE INV # 90358145	282.88
19302	9/20/2012	TRAVAR SMEDAL INTERNSHIP	500.00
19303	9/20/2012	WJZ CLEANING, LLC INV # 6016 AUGUST CLEANINGS	200.00
19304	9/20/2012	WJZ CLEANING, LLC (2) INV # 6015 AUGUST CLEANINGS	305.00
19305	9/27/2012	BELLEVILLE POST OFFICE SEPTEMBER USE	297.08
ACHSEPTDENT	9/04/2012	DENTAL INSURANCE Manual Check ACH DENTAL INS SEPT PREMIUN	1,521.91
Grand Total			355,033.11

## GENERAL FUND CHECKING

ALL Checks

Posted From: 9/01/2012 From Account:  
Thru: 9/30/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	65,696.22
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	300.00
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	56,421.00
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	14,707.83
Total Expenditure from Fund # 600 - WATER & SEWER	31,331.97
Total Expenditure from Fund # 650 - STORM WATER UTILITY	1,805.00
Total Expenditure from Fund # 800 - LAKE RESTORATION	101,106.48
Total Expenditure from Fund # 900 - LIBRARY	83,072.87
Total Expenditure from Fund # 950 - CEMETERY FUND	591.74
Total Expenditure from all Funds	355,033.11



APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

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

FEE \$ 10.00 Application Date: 9/14/12

Town Village City of BELLEVILLE County of DANE

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

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

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

at the premises described below during a special event beginning 11/10/12 and ending 11/11/12 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name AMERICAN LEGION DUPPLER-SMITH POST # 4460

(b) Address 2 WEST PEARL STREET, BELLEVILLE, WI. 53508

(c) Date organized 1946

(d) If corporation, give date of incorporation 1946

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

(f) Names and addresses of all officers:

President RICH HADDOYMAN

Vice President DAVE EUSTICE

Secretary

Treasurer WENDELL FEINSTERMANN

(g) Name and address of manager or person in charge of affair:

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 2 WEST PEARL STREET

(b) Lot Block

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

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event LEGION - FEATHER PARTY

(b) Dates of event 11/10/12 - 11/11/12

DECLARATION

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

Officer [Signature] 9/14/12 Officer DUPPLER-SMITH POST #4460

Officer Officer

Date Filed with Clerk Date Reported to Council or Board

Date Granted by Council License No.

PERMIT FOR PARK USE

Application Date Sept 1 2012

NAME: Marian Viney Belleville PTO

ADDRESS: 170 Green Street

CITY: Belleville ZIP CODE: 53508

HOME TELEPHONE: 608 424 3044

WORK TELEPHONE: \_\_\_\_\_

CELL TELEPHONE: \_\_\_\_\_

WHAT AREA AND WHAT PARK DO YOU WISH TO USE?

Community      Sugar      Blaser      Greenview  
(Circle one and mark area on map)

Library

WHAT TIMES DO YOU NEED THE PARK? (I.e. 9:00 a.m. to 10:00 a.m) 1:00pm - 8:30pm

WHAT DATES DO YOU WISH TO USE THE PARK AND FOR WHAT ACTIVITY?

Fall Festival - Oct 17, 2012

A Security Deposit of \$100.00 will be requested at the time of your reservation. Damage to parks will not be tolerated. You will be charged your security deposit if damage occurs.

I have read, understand and agree with the park rules

SIGNED: Marian Viney DATE Sept 1 2012

\*\*\*\*\*  
MUST HAVE POLICE AND PUBLIC WORKS APPROVAL PRIOR TO ISSUANCE OF PERMIT

Authorized by the following:

Village Hall \_\_\_\_\_ Date \_\_\_\_\_

Police \_\_\_\_\_ Date \_\_\_\_\_

Public Works \_\_\_\_\_ Date \_\_\_\_\_

Village Board if the whole park is requested: Date Approved \_\_\_\_\_

Parks Committee for an ongoing event: Date Approved \_\_\_\_\_

Office Use Only: Security Deposit Returned: Yes \_\_\_ No \_\_\_ Date \_\_\_\_\_

Comments:

Municipality No.: 13-106		Village of Belleville					
GEC Job No.: 113-106		2012 Building Permit Applications					
Date	Permit #	Class	Address	Owner/Contractor	Est Cost	Description	Fee
1/12/2012	12-01-13-106	130	516 SUGAR AVE	STEWART RELVA	\$1,000.00	WATER SOFTENER	\$0.00
1/12/2012	12-02-13-106	131	244 NORTSHORE DR	SHARON MANION	\$1,000.00	ELECTRIC	\$67.50
1/19/2012	12-03-13-106	125	206 FOURTH ST	LISA KOETH	\$6,000.00	ALTERATIONS-ADMIN ONLY	\$0.00
1/19/2012	12-04-13-106	122	5 N HARRISON ST	GLADYS YAEGER	\$3,500.00	HVAC	\$60.00
1/19/2012	12-05-13-106	434	536 SUGAR AVE	DAVID MYERS	\$5,000.00	BASEMENT FINISH	\$82.50
1/26/2012	12-06-13-106	131	5 N HARRISON ST	GLADYS YAEGER	\$1,000.00	ELECTRIC	\$67.50
						Total Month Permit Fees January	\$277.50
2/2/2012	12-007-13-106	434	27 W PEARL ST	WILLIE WILD	\$4,000.00	WINDOWS-ADMINISTRATIVE ONLY	\$0.00
2/9/2012	12-008-13-106	434	102 N PARK ST	ANTHONY & TRACEY GEHIN	\$10,000.00	REMODEL	\$82.50
2/9/2012	12-009-13-106	434	330 E SCHOOL ST	KELSEY DURST	\$7,500.00	REMODEL	\$82.50
2/9/2012	12-010-13-106	434	121 E SCHOOL ST	CHAD & CINDY GENSCHAW	\$70,000.00	REMODEL	\$82.50
2/16/2012	12-011-13-106	126	27 W PEARL ST	WILLIE WILD	\$1,000.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00
2/23/2012	12-012-13-106	434	44 RIVER ST	ANN-MARIE CAIN	\$7,900.00	REMODEL	\$75.00
						Total Month Permit Fees February	\$322.50
3/1/2012	12-013-13-106	131	448 MITCHELL ST	DONALD SPARBY	\$800.00	ELECTRIC	\$67.50
3/1/2012	12-014-13-106	434	121 E PEARL ST	JARED WELLS	\$4,000.00	REMODEL	\$82.50
3/9/2012	12-015-13-106	131	1107 RIVER ST	DULUTH TRADING CO	\$0.00	COMMERCIAL ELECTRIC	\$107.50
3/15/2012	12-016-13-106	125	106 4TH ST	SCOTT MAURER	\$5,000.00	SIDING-ADMINISTRATIVE ONLY	\$0.00
3/20/2012	12-017-13-106	320	1107 RIVER ST	STEVE SCHLECT	\$720,000.00	COMMERCIAL ADDITION	\$1,690.78
3/22/2012	12-018-13-106	434	420 PARKWAY AVE	PHILIP SMITH	\$3,000.00	BASEMENT FINISH	\$82.50
3/22/2012	12-019-13-106	123	116 GREEN VIEW DR	RENEE OVERLAND	\$3,690.00	FENCE	\$66.50
3/29/2012	12-020-13-106	434	2 W MAIN ST	ROBERT OLSON	\$1,700.00	REMODEL-ADMINISTRATIVE ONLY	\$0.00
3/29/2012	12-021-13-106	125	235 W CHURCH ST	JESSICA KRIER	\$11,000.00	SIDING-ADMINISTRATIVE ONLY	\$0.00
3/29/2012	12-022-13-106	434	436 BOWLAVARD AVE	ISMAEL ARAUJO	\$900.00	ADDITION	\$67.50
3/29/2012	12-023-13-106	127	27 W MAIN ST	BOARDMAN CLARK LLC	\$700.00	SIGN	\$73.50
3/29/2012	12-024-13-106	128	14 EAST AVE	DAVID & NANCY BERGEY	\$1,500.00	SHED	\$107.50
3/29/2012	12-025-13-106	434	126 ALBERT CIRCLE	BRANDON SCHMITZ	\$0.00	ADDITION	\$67.50
3/26/2012	12-Z-01-13-106	97	116 GREEN VIEW DR	RENEE OVERLAND	\$3,690.00	FENCE-ZONING	\$10.00
3/29/2012	12-Z-02-13-106	97	436 BOWLAVARD AVE	ISMAEL ARAUJO	\$900.00	ADDITION-ZONING	\$10.00
3/30/2012	12-Z-03-13-106	97	126 ALBERT CIRCLE	BRANDON SCHMITZ	\$0.00	ADDITION-ZONING	\$10.00
						Total Month Permit Fees March	\$2,437.28
4/5/2012	12-026-13-106	319	338 HARRISON ST	ST FRANCIS OF ASSISI CHURCH	\$5,000.00	COMMERCIAL HVAC	\$67.50
4/5/2012	12-027-13-106	434	545 SUGAR AVE	BRETT WEISS	\$6,000.00	REMODEL	\$82.50
4/12/2012	12-028-13-106	123	436 PARKWAY AVE	CHRISTINE BRAGER	\$4,195.00	FENCE	\$59.00
4/12/2012	12-029-13-106	131	125 N PARK	DOROTHY FISHER TRUST	\$2,000.00	ELECTRIC	\$70.00
4/12/2012	12-030-13-106	125	416 W PEARL	PETE & COLLEEN RIGENBERG	\$17,000.00	SIDING - ADMINISTRATIVE ONLY	\$0.00
4/12/2012	12-031-13-106	126	806 WELCH STREET	GREG YOUNGGREN	\$7,705.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00
4/12/2012	12-032-13-106	126	805 BUTTS COURT	TODD BAHR	\$8,210.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00

4/12/2012	12-033-13-106	126	218 KARL AVENUE	BRAD McCULLUH		\$8,891.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
4/19/2012	12-034-13-106	123	1025 WELCH LN	LANCE WILLISTON		\$4,500.00	FENCE	\$60.00	\$66.00
4/26/2012	12-035-13-106	434	366 SUGAR AVENUE	NAOMI OAYO		\$11,000.00	BASEMENT FINISH	\$85.00	\$92.50
4/26/2012	12-036-13-106	126	514 KARI STREET	JASON & STACY FREY		\$3,800.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
4/12/2012	12-Z-04-13-106	97	436 PARKWAY AVE	CHRISTINE BRAGER		\$4,195.00	FENCE---ZONING	\$10.00	\$11.00
4/19/2012	12-Z-05-13-106	97	1025 WELCH ST	LANCE WILLISTON		\$4,500.00	FENCE---ZONING	\$10.00	\$11.00
							Total Month Permit Fees April	\$444.00	\$611.00
5/11/2012	12-037-13-106	131	221 N GRANT ST	BRAD WALTERS		\$1,000.00	ELECTRIC	\$70.00	\$76.00
5/10/2012	12-038-13-106	126	816 WELSH ST	ELAINE GERBER		\$7,500.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
5/10/2012	12-039-13-106	434	106 E PEARL ST	WILLIAM ELSNER		\$8,600.00	PORCH REPAIR	\$70.00	\$76.00
5/10/2012	12-040-13-106	131	130 S VINE ST	VILLAGE OF BELLEVILLE		\$1,000.00	COMMERCIAL ELECTRIC	\$110.00	\$120.00
5/9/2012	12-041-13-106	124	126 ALBERT CIR	BRANDON SCHMITZ		\$2,000.00	POOL	\$70.00	\$76.00
5/19/2012	12-042-13-106	126	105 PARKWAY AVE	TIM HOEKSEMA		\$4,800.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
5/17/2012	12-043-13-106	320	171 COUNTRYSIDE DR	SCOTT ARGALL		\$75,000.00	COMMERCIAL ADDITION	\$178.96	\$199.00
5/24/2012	12-044-13-106	126	690 PRISK ST	DAVID PAULI		\$9,500.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
5/24/2012	12-045-13-106	126	221 GREEN ST	STEVE & SANDRA VINEY		\$3,000.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
5/24/2012	12-046-13-106	434	316 VORNDRAN DR	MARK & LAURA WESTPHAL		\$14,000.00	BASEMENT FINISH	\$85.00	\$92.50
5/24/2012	12-047-13-106	98	55 BOWLAVARD AV	CRISTEN & CRISTEN LLC		\$0.00	ALTERATIONS	\$150.00	\$165.00
5/31/2012	12-048-13-106	123	664 SUGAR AVE	SHEILA FOURDAN		\$2,388.00	FENCE	\$60.00	\$66.00
5/31/2012	12-049-13-106	126	204 EAST AVE	ROB HEITZ		\$7,200.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
5/31/2012	12-050-13-106	323	31 E MAIN ST	VILLAGE OF BELLEVILLE		\$4,850.00	COMMERCIAL ADDITION	\$0.00	\$0.00
5/31/2012	12-051-13-106	325	130 SOUTH VINE STREET	VILLAGE OF BELLEVILLE		\$43,000.00	ADA UPGRADE	\$260.85	\$284.35
5/17/2012	12-Z-06-13-106	97	171 COUNTRYSIDE DR	SCOTT ARGALL		\$75,000.00	COMMERCIAL ADDITION--ZONING	\$75.00	\$82.50
5/31/2012	12-Z-07-13-106	97	664 SUGAR AVE	SHEILA FOURDAN		\$2,388.00	FENCE---ZONING	\$10.00	\$11.00
							Total Month Permit Fees May	\$1,139.81	\$1,373.35
6/7/2012	12-052-13-106	126	106 NORTH SHORE DR	DALE SEEFROOD		\$7,500.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
6/7/2012	12-053-13-106	131	566 W CHURCH	CINDY SIES		\$700.00	ELECTRIC	\$70.00	\$76.00
6/7/2012	12-054-13-106	123	448 MITCHELL ST	DONALD SPARBY		\$1,060.00	FENCE	\$70.00	\$77.00
6/13/2012	12-055-13-106	127	1019 RIVER ST	SHINGLE TIME		\$2,100.00	SIGN	\$100.00	\$110.00
6/13/2012	12-056-13-106	126	125 BELLE AVE	THOMAS HAWES		\$11,600.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
6/13/2012	12-057-13-106	123	205 GREEN VIEW DR	SUSAN LEWIS		\$2,650.00	FENCE	\$60.00	\$66.00
6/13/2012	12-058-13-106	125	136 3RD AVE	JAMES LAMBOLEY		\$10,000.00	ALTERATIONS	\$70.00	\$76.00
6/21/2012	12-059-13-106	122	336 PARKWAY AVE	CHRISTINE FARRENS		\$2,136.00	HVAC	\$60.00	\$66.00
6/21/2012	12-060-13-106	120	305 SUGAR AVE	LYLE ROBECK		\$20,000.00	BASEMENT FINISH	\$87.50	\$94.50
6/21/2012	12-061-13-106	434	305 SUGAR AVE	DAN & SARAH KNIPPER		\$3,000.00	HVAC	\$70.00	\$76.00
6/28/2012	12-062-13-106	122	319 KARL AVE	LINDA LARSON		\$3,000.00	ELECTRIC	\$70.00	\$76.00
6/28/2012	12-063-13-106	131	140 RIVER ST	JAMES MAYTRONE		\$1,000.00	SIGN---ZONING	\$10.00	\$11.00
6/13/2012	12-Z-09-13-106	97	1019 RIVER ST	SHINGLE TIME		\$2,100.00	FENCE---ZONING	\$10.00	\$11.00
6/13/2012	12-Z-10-13-106	97	205 GREEN VIEW DR	SUSAN LEWIS		\$2,650.00	FENCE---ZONING	\$10.00	\$11.00
							Total Month Permit Fees June	\$747.50	\$865.50
7/5/2012	12-064-13-106	123	121 E PEARL STREET	JARED WELLS		\$1,500.00	FENCE	\$60.00	\$66.00
7/5/2012	12-065-13-106	123	119 W CHURCH STREET	DAVID JEVNE		\$700.00	FENCE	\$60.00	\$66.00

7/5/2012	12-066-13-106	100	55 BOWLAVARD AVE	CHRISTEN & CHRISTEN LLP		\$0.00	COMMERCIAL EARLY START	\$110.00	\$120.00
7/12/2012	12-067-13-106	126	578 ACE STREET	RUDY WEBER		\$5,500.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
7/19/2012	12-068-13-106	328	55 BELLEVILLE BLVD SO	CHRISTEN & CHRISTEN LLP		\$642,000.00	COMMERCIAL BUILDING	\$2,928.00	\$4,152.50
7/19/2012	12-068-13-106	122	120 GREEN ST	DOUG VINEY		\$0.00	HVAC	\$70.00	\$76.00
7/26/2012	12-069-13-106	122	100 N GRANT STREET	BILL HOESLY		\$9,753.00	HVAC	\$70.00	\$76.00
7/5/2012	12-070-13-106	97	121 E PEARL STREET	JARED WELLS		\$1,500.00	ZONING---FENCE	\$10.00	\$11.00
7/5/2012	12-Z-11-13-106	97	119 W CHURCH STREET	DAVID JEYNE		\$700.00	ZONING---FENCE	\$10.00	\$11.00
							Total Month Permit Fees July	\$3,318.00	\$4,603.50
8/2/2012	12-071-13-106	126	536 SUGAR AVE	DAVID MYERS		\$1,000.00	RE-ROOF	\$0.00	\$25.00
8/9/2012	12-072-13-106	131	100 N GRANT ST	BILL HOESLY		\$850.00	ELECTRIC	\$70.00	\$76.00
8/9/2012	12-073-13-106	126	236 WEST CHURCH ST	BILL CLARK		\$7,930.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
8/16/2012	12-074-13-106	434	136 BOWLAVARD AVE	TONY & ALEDA MARINO		\$26,743.00	3 SEASON PATIO ROOM	\$116.50	\$126.50
8/16/2012	12-075-13-106	122	568 QUEEN ST	LORI RONSPIEZ		\$3,000.00	FURNANCE & AC INSTALL	\$60.00	\$66.00
8/16/2012	12-076-13-106	127	55 BOWLAVARD AVE	CHRISTEN & CHRISTEN LLP		\$30,000.00	SIGN	\$60.00	\$66.00
8/23/2012	12-077-13-106	126	524 KARI STREET	RITA MILLER		\$5,000.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
8/23/2012	12-078-13-106	131	330 EAST CHURCH ST	STEVE & JOSHUA CATE		\$2,000.00	ELECTRIC	\$85.00	\$92.50
8/23/2012	12-079-13-106	126	115 BELL AVENUE	LINDA MCDERMOTT		\$5,000.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
8/23/2012	12-080-13-106	126	657 VILLAGE DRIVE	SUE HARRY		\$7,500.00	RE-ROOF-ADMINISTRATIVE ONLY	\$0.00	\$25.00
8/30/2012	12-081-13-106	123	242 WEST CHURCH ST	MIKE STORCK		\$3,000.00	FENCE	\$60.00	\$66.00
8/16/2012	12-Z-14-13-106	97	136 BOWLAVARD AVE	TONY & ALEDA MARINO		\$0.00	ZONING---SUNROOM	\$50.00	\$55.00
8/30/2012	12-Z-15-13-106	97	55 BOWLAVARD AVE	CHRISTEN & CHRISTEN LLP		\$0.00	ZONING---SIGN	\$100.00	\$110.00
8/30/2012	12-Z-16-13-106	97	242 WEST CHURCH ST	MIKE STORCK		\$0.00	ZONING---FENCE	\$10.00	\$11.00
							Total Month Permit Fees August	\$611.50	\$794.00
							Total Permit Fees YTD	\$9,299.09	\$11,773.58

**General Engineering Company**  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



*Engineers • Consultants • Inspectors*

608-745-4070 (Office)  
608-745-5763 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

Village of Belleville  
Attn: April Little, Clerk  
24 West Main Street  
P.O. Box 79  
Belleville, WI 53508

RE: Monthly Building Inspectors Report

Dear Ms. Little:

Please find enclosed the Building Inspector's Report for the permit activity that has been completed for your municipality. Our intentions are to have a continually up-dated report, which will include the entire calendar year up through the last full month for your review and perusal at your monthly municipal meeting.

I head our building inspection department and will be the initial contact to resolve complaints, disputes, etc. Routine business will be completed during scheduled office hours. Building inspector mobile numbers are listed below.

Kelly Green (608) 697-7771

In the event that there is ever a conflict that is not resolved quickly by our building inspection department or somehow we have failed to properly complete any of our tasks as a building inspector for your municipality; please contact me personally. I will follow-up and get back to you with an answer.

Thank you for the opportunity to work with you.

Sincerely,

**GENERAL ENGINEERING COMPANY**

*Mark E. Jankowski* / BKF

Mark E. Jankowski  
Director of Inspection Services

MEJ/bkf

Enclosures



Consulting Engineering • Construction Management • Building/Structural Design • Environmental Services  
Grant Procurement & Administration • Land Surveying • Zoning Administration • Building Inspection • GIS Services



Village of Belleville  
Community Economic and Development Committee  
Minutes  
August 9, 2012  
Village Hall

Present: Christine Lade, Bonnie Wilcox, Mike O'Connor, Rick Francois, Jerry Jansen,  
Scott Hayes, Andy Ziehli, Johan Veeneman, Diane O'Connor, and Herb Blaser.

Special Guests: Lex Dutch, Craig Patchen, Anna Schramke, and Howard Ward.

Absent: Randi MacLeod

Meeting called to order by Chair, Judy Bacha at 7 AM.

Rick Francois moved to approve the July 12, 2012 minutes as written. Christine Lade seconds the motion.

Lex Dutch and Craig Patchen own a commercial building in the Industrial park with 6 units which are approximately 1000 to 1200 square feet. Lex currently uses one bay to manufacture custom boxes. Lex and Craig attended to inform the committee they would be willing to provide their time and resources to target small business to Belleville to "do business". There are 2 units available in their existing building and they're willing to construct another building based upon demand. Anna Schramke provided Lex with an inventory sheet to obtain the specifics which will be posted to the Village of Belleville website and the Green County website. Scott Hayes quizzed Anna about the availability of distribution lists to create an e-mail blast concentrating on small business development. Andy Ziehli believes that before the committee focuses on business development, the community should develop a social infrastructure. Scott Hayes believes the committee needs to look to the future of the community. An action plan is required to develop the social infrastructure such as a Village Face Book page, articles written and published in the local tourism magazines, and resurrect the "In Business" supplement.

Village President, Howard Ward updated the committee on the activities of the CDA. The CDA will be moving forward on the depot renovation. Judy Bacha recommended a joint meeting of the CDA, Chamber of Commerce, and Economic Development should be scheduled.

Scott Hayes moved to adjourn. Mike O'Connor seconds the motion.

Meeting adjourned at 8:20 AM.

Respectfully submitted,  
Judy Bacha, Chair

RESOLUTION 2012-10-01  
2012 EXEMPTION FROM COUNTY LIBRARY TAX

**WHEREAS,** The Dane and Green County Boards levy a county library tax, as authorized under Section 43.57 (3) of the Wisconsin Statutes; and

**WHEREAS,** Section 43.64 (2) of the Wisconsin Statutes provides that such units of government which expend an amount equal to that which would be levied by the County Boards for library purposes may apply for exemption for this tax; and

**WHEREAS,** The Village of Belleville does levy a library tax in excess of that proposed to be levied by Dane and Green Counties.

**NOW THEREFORE BE IT RESOLVED,** that the Village of Belleville hereby requests of the Dane and Green County Boards that the Village of Belleville be exempted from the payment of any county library tax as provided in Section 43.64 (2) inasmuch as it anticipates an appropriation of library funds for 2012 in an amount equal to or greater than the \$215,560 appropriated in 2012. This amount is in excess of that proposed to be levied by Dane and Green Counties. Exemption from the payment of said county library tax shall not preclude the Village of Belleville participation in county library service in all other respects.

**BE IT FURTHER RESOLVED,** the confirmed copies of the Resolution be forwarded by the Village Clerk to Dane and Green County Library Boards and to the Dane and Green County Clerks.

Date Passed \_\_\_\_\_

\_\_\_\_\_  
Howard Ward  
Village President

\_\_\_\_\_  
Attest: April Little  
Administrator/Clerk/Treasurer

Vote:

K:\Resolutions\2012 Resolutions\Resolution 2012 10 01 Exempt  
Library Tax.doc

# Village of Belleville

## Request for Proposals (RFP)

### General Specifications for Forestry Contract

1. Contractors quoting on this type of work must be competent and capable of satisfactorily performing the work in the proposal. The contractor is expected to provide all of its own equipment and personnel. All contractors shall attach a list of equipment, as of the quote letting date, which he has for forestry work. Contractors shall state any staff members that are ISA Certified Arborists, when they began this line of work and how many years they have been in it, along with references from three municipalities or businesses where similar work has been performed in the past two years.
2. Under this contract all work shall be performed by workers trained in accordance with American National Standards Institute or ANSI A300 and Z133 safety regulations as required by OSHA.
3. Examination of Specifications and Tree Sties: It is the responsibility of the contractor to examine the proposed trees and work areas (streets, boulevards, traffic) they will need to work in and around to help determine if this is a contract they are capable of successfully completing. It should be the responsibility of the Village to provide locations where the work is to be accomplished. If there are questions as to the sites or extent of pruning, it is up to the contractor to contact the Village representative.
4. Insurance: The contractor shall furnish to the village evidence of Worker's Compensation, General Liability and Automobile Liability. The General Liability should have the following policy limits;

Each occurrence	\$1,000,000.00
Medical Expense Limit (Any One Person)	\$10,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00

The Automobile Liability should have the following policy limits for all owned automobiles;

A. Combined Single Limit (Each Occurrence)      \$ 500,000.00

The Village should be listed on the insurance certificates as an additional insured. The contractor is responsible for any damage to public or private property such as plants, curbing/sidewalks, utilities, signage, vehicles or buildings and will correct the damage.
5. Quotation: Quotations from contractors will be accepted only on the quotations Forms provided by the Village.
6. Timing: The deadline for quotes to be received by the Village is stated in the Advertisement for Quotes. Work on the contract should be within the hours of 7:00 a.m. – 3:30 p.m.

7. Invoice Dates: Invoices for completed work should be given to the forester for his approval. When approved by the forester the invoice will be submitted to the Public Works Committee, which generally meets the fourth Mondays of each month at 6:00 p.m. The Public Works Committee will forward the invoice to the Village Board for payment. The Board meets the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month. Invoices shall include the proper purchase order number. After the successful contractor has been determined, the Village and the contractors Crew Leader will meet on a regular basis. This meeting is used to inform the Village where crew/s will be during the week and to discuss prior inspected work and sites where additional work is needed.
8. Communications: Should be assured the contractor has pager, cell phone or radio system whereby the Village can be in contact with the contractor in case of emergency situations or to move crews.
9. Traffic Control: The contractor should be responsible to have its own barricades and cones to temporarily close down a portion of a street. If the project is large enough or specific signage is needed the contractor will need to contact the Public Works and/or Police Department with a 48-hour notice of assistance being needed and listing in what capacity.
10. Overhead Utilities: If lines need to be dropped it is the responsibility of the contractor to coordinate this with the proper utility.
11. Clean-up: Contractor is responsible to clean up the work site prior to leaving it. Each work site (public and private property) is to have all of the wood, branches, twigs and sawdust removed. This means thoroughly raking the lawn and sweeping the sidewalk, driveway or street where sawdust, twigs and leaves have accumulated.
12. Wood Waste: All pieces of the trunk and large branches become the property of the Contractor, who disposes of them at the contractor's expense unless previously notified by the Village Forester. Contractor must obey all applicable laws regarding the disposal of same. The municipality reserves the right to retain any of the waste materials for its own use.
13. Public Relations: The contractor will direct any questions or concerns arising from the tree care operations to the municipality's Forester or person administering the contract. The contractor will have a sufficient supply of the proper municipal Forester or equivalent's business cards to give to residents.
14. Contract Quote or Pricing Mechanism: The contract quote is to provide a per diameter inch price for an approximate number of diameter inches for tree removal and stump removal.
15. The contract will be awarded to the most responsible, qualified contractor, who best complies with the above qualifications. The Village has the right to reject any and all proposals and will accept the quote most advantageous to them.
16. Severing Agreement: If the contractor is incapable or refuses to perform work as the municipality deems appropriate, the municipality may sever the contract and pay the contractor for the satisfactory work performed to that point in time.

### **Tree and Stump Removal Specifications**

#### Tree Removal

1. Diseased or hazardous trees shall be removed upon notification of the Forester.
2. All trees must be sawed within at least one foot of the ground.
3. Payment for tree removal will be based on the inch diameter determined by measuring the circumference at a point 4 feet above the ground surface.
4. The Contractor shall quote a unit price for the complete removal of the trees based upon the estimated quantities listed in the proposal. However, as additional trees require removal, the contractor shall remove the trees as specified at the bid unit price. The Village will not be held responsible if the final quantities are less than the estimated quantities.
5. If the Village requires a non-diseased tree of any species removed for street, sidewalk or other public works projects, it shall be so removed at the unit price stated on the proposal. The wood from non-diseased trees may be disposed of at the contractor's own discretion; however, leaving it upon any Village property without the consent of the Village shall not be permitted.
6. The base quote requested shall include all trees removed on public grounds, and stump removal costs are separate and not included in the tree removal cost.

#### Stump Removal

1. A stump removal machine shall be used to cut the stump out to a depth of at least 8 inches below the surface of the ground. The hole left by the removal of the stump will be cleaned up and filled with black dirt and seeded by the Public Works.
2. The base quote for removing the stumps shall include all stumps on public property. The measurements will be the same as for tree removal 4 foot above the ground.
3. Digger's Hot Line must be contacted before the digging of stumps.

**Quote Form and Proposal for Tree Removal, Stump Removal  
Village of Belleville  
Dane and Green County, Wisconsin**

The undersigned, having familiarized them self with the local conditions affecting the cost of the work, and having read and examined the specifications, hereby proposes to do all work called for and to furnish all labor, tools, equipment and materials necessary for the full completion of said work, in a workmanlike manner and for the prices herein stated as follows:

Project completion date is December 21, 2012.

**Terrace Trees**

**A. Base Quote (Tree Removal)**

1. Removal and disposal of approximately 1670 diameters inches of trees on public property in accordance with the specifications for a unit price of \$\_\_\_\_\_ per inch diameter.

Sub Total \$ \_\_\_\_\_

**Base Quote (Stump Removal)**

1. a. Removal and disposal of approximately 1670 diameters inches of stumps on public property in accordance with the specifications for a unit price of \$\_\_\_\_\_ per inch diameter.

Sub Total \$ \_\_\_\_\_

**Park Trees**

An alternative bid exists for Tree and Stump Removal in the Village Parks

**B. Alternative Quote (Tree Removal)**

1. Removal and disposal of approximately 600 diameters inches diameters of trees within Village Parks in accordance with the specifications for a unit price of \$\_\_\_\_\_ per inch diameter. Sub Total \$ \_\_\_\_\_

Alternative Quote (Stump Removal)

1. a. Removal and disposal of approximately 600 diameters inches of stumps within Village Parks in accordance with the specifications for a unit price of \$\_\_\_\_\_ per inch diameter.

Sub Total \$ \_\_\_\_\_

This Proposal Form must be signed.

Submitted by (printed name): \_\_\_\_\_

Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address (street, city, state, zip code): \_\_\_\_\_

\_\_\_\_\_

Telephone Numbers \_\_\_\_\_ Cell \_\_\_\_\_

Email: \_\_\_\_\_

Advertisement for Bids  
Tree Removal and Stump Removal  
Village of Belleville  
Dane and Green County, Wisconsin

The Village of Belleville will receive sealed bids at the Village Hall, located at 24 West Main Street PO Box 79, Belleville, WI 53508 for Tree Removal and Stump Removal until October 12, 2012 at 2:00 PM. All bids will be publicly opened and read aloud at that time.

Project completion date is December 21, 2012.

The work for which bids are asked includes the following:

- A. The work consists of approximately 1670 inch diameter of trees and stump removal on public property. The hole left by the removal of the stump will be clean up and filled with black dirt and seeded by the Public Works Department.
- B. An alternative bid exists for approximately 600 inch diameter of tree and stump removal in Village Parks.

The Bidding Documents may be examined at Village Hall, or the Department of Public Works, Village Of Belleville.

Copies of the Bidding Documents are available at Village of Belleville.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

OWNER reserves the right to waive any informality or to reject any or all bids.

Published by the authority of the Village of Belleville.

# REQUEST FOR PROPOSAL

## REFUSE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL FOR THE VILLAGE OF BELLEVILLE

Submitted By:

\_\_\_\_\_  
(Company Name)

Contact Information:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail address of contact)

*Please attach Pages 3 and 4 PROPOSED FEE SCHEDULE and Pages 18 and 19 PERFORMANCE BOND to this cover sheet when submitting proposal.*

**VILLAGE OF BELLEVILLE, WISCONSIN**  
**REQUEST FOR PROPOSAL FOR REFUSE AND RECYCLABLES COLLECTION**

The VILLAGE OF BELLEVILLE requests proposals for the collection, transportation, disposal, and processing of refuse and recycling for residential units and commercial, industrial and institutional properties. For purposes of this contract the term "residential units" will consist of one and two-family residences, and multi-family dwellings containing no more than four dwelling units. The Village is interested in proposals that include the option of automated garbage and recycling collection. Proposals should include description of automated services available and proposed implementation timeline, including cost of carts if any. Contractor shall deliver all Solid Waste and Recyclables collected pursuant to this Contract to a state approved facility for receipt of such materials.

The term of this contract will be for either five (5) or ten (10) years commencing on January 1, 2013. The Village Board shall on November 5, 2012 select the Bid Option of their choosing.

The total number of residential units in the Village as of September 2012 is 909. The estimated annual tonnage of Trash collected is 530 tons; the estimated annual tonnage of Recyclables collected is between 227 tons.

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

Any questions regarding this proposal should be directed to April Little, Village Administrator at (608) 424-1655, or email [alittle@villageofbelleville.com](mailto:alittle@villageofbelleville.com).

Bid opening will take place on **October 26, 2012 at 2 PM** at:

Belleville Village Hall Board Room  
24 W. Main Street, P.O. Box 79  
Belleville, WI 53508

The PROPOSED FEE SCHEDULE shall be submitted to the above address in a sealed envelope and clearly marked: "VILLAGE OF BELLEVILLE GARBAGE REFUSE AND RECYCLABLES PROPOSAL – ATTENTION APRIL LITTLE, VILLAGE ADMINISTRATOR, VILLAGE OF BELLEVILLE".

The undersigned, having become familiar with the local conditions affecting the cost of the work, the general contract provisions and the contract work specifications hereby proposes to provide all labor, materials, necessary tools, equipment, containers, and transportation services necessary to complete, in a workmanlike manner, all of the work required for the collection and disposal of refuse and recyclables from residential units.

This bid is made with the full knowledge of the kind, quality, and quantity of the work and materials required and after personal investigation and examination of the local conditions and accessibility of the work. It is agreed that the undersigned will enter into an Agreement with the Village and will furnish all required insurance and sureties to perform the work as outlined in the Contract and in accordance with the submitted and accepted Fee Schedule.

**CONTRACTOR'S BID**

**BID OPTION A – Contract Term of January 2013 through December 2017**

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2013	_____	_____	_____
2014	_____	_____	_____
2015	_____	_____	_____
2016	_____	_____	_____
2017	_____	_____	_____

**SPECIAL EVENTS AND SERVICES:**

Refuse Containers (30 yd min., placed, removed)	\$ _____/unit
Refuse Containers (disposal)	\$ _____/ton
Recycling Containers (placed, removed, processed)	\$ _____/unit
Yard Waste Compost Dumpster (placed, removed, processed)	\$ _____/dump
Fall Clean Up Day	\$ _____/event

---

**BID OPTION B - Contract Term of January 2013 through December 2022**

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2018	_____	_____	_____
2019	_____	_____	_____
2020	_____	_____	_____
2021	_____	_____	_____
2022	_____	_____	_____

**SPECIAL EVENTS AND SERVICES.**

Refuse Containers (30 yd min., placed, removed) \$ \_\_\_\_\_/unit  
Refuse Containers (disposal) \$ \_\_\_\_\_/ton  
Recycling Containers (placed, removed, processed) \$ \_\_\_\_\_/unit  
Yard Waste Compost Dumpster (placed, removed, processed) \$ \_\_\_\_\_/dump  
Spring and Fall Clean Up Days \$ \_\_\_\_\_/event  
PROPOSAL SUBMITTED BY:

CONTRACTOR

\_\_\_\_\_  
Company Name Date: \_\_\_\_\_

\_\_\_\_\_  
Company Designee

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Title

## GENERAL CONTRACT SPECIFICATIONS AND PROVISIONS

### FORM OF AGREEMENT

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the Village of Belleville, Wisconsin, hereinafter called the "Village"; WITNESSETH, that the Contractor and the Village, for the consideration stated herein agree as follows:

### GENERAL CONTRACT PROVISIONS

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

"Garbage" – animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

"Refuse" – waste, except bodily waste, including but not limited to rubbish, pieces of glass which normally result from commercial, industrial, household and institutional operations and ashes which normally result from the operation of households. Large cartons or crates shall also come under the definition of refuse if such cartons or crates are broken down to a size suitable for handling by the Contractor.

"Recyclables" – aluminum containers, corrugated paper or other container board, glass containers, newspaper or other material printed on newsprint, office paper, plastic containers #1-7, steel containers, tin cans, containers for malt beverages that are primarily made of a combination of steel and aluminum, paper, cardboard, magazines or other materials printed on similar paper.

"Materials that shall not be considered garbage or refuse" – earth, sod, rocks, concrete, and materials from the remodeling or construction of homes or buildings, such as plaster or scrap lumber and trees or parts of trees need not be picked up by the Contractor, but must be disposed of by the contractor if requested. For such service, the Contractor may make suitable charges which shall be the obligation of the resident and for which the Village incurs no liability.

"Appliances" – only appliances that can be landfilled, which includes televisions, stereos, VCRs small hand appliances and tools will be picked up at the curbside. Items containing Freon are exempt from curb side pickup.

"Standard garbage or refuse container" – shall be a can or container of not more than thirty-two (32) gallons capacity which has a tight-fitting lid and which is waterproof, or a plastic garbage bag of suitable strength and not to exceed the same size capacity. Proposals for automated pickup may propose a larger container capacity if cost effective.

"Collection and Disposal" – the picking up and collection of all garbage and refuse which is deposited in standard containers or which is securely tied in bundles of appropriate size and weight and all recyclables deposited in appropriate containers, set at or near the curb or street edge or in appropriate containers within the corporate limits of the municipality.

Collection shall also include the transporting of such garbage and refuse to the Green County Landfill unless otherwise directed by the Village. The Village reserves the right to designate another landfill or site designated by the Village. Village and Contractor agree that if another landfill is designated, rate will be renegotiated to account for any extra cost based on transportation.

"Dwellings or dwelling unit" – a separate dwelling place or residence with a kitchen, housing one (1), two(2), three (3) or four (4) families.

"Commercial" – a business operating wholly or partly within the municipality boundaries and all residences or houses having more than four (4) families occupying it and all single dwelling unit having more than three (3) boarders or roomers living there, being wholly or partly within the municipality boundaries.

"Industrial" – a manufacturing operation or its equivalent operating wholly or partly within the municipality boundaries.

"Institutional" – any school, church, hospital, nursing home or public building wholly or partly within the municipality boundaries.

2. SCOPE OF WORK. The Contractor shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the collection, processing, and disposal of all recyclables and refuse from residential units in the Village of Belleville, Wisconsin, for a period of either five (5) or ten (10) years depending upon bid option, commencing on January 1, 2013 and ending December 31, 2017 with five year option or December 31, 2022 with 10-year option, in accordance with the general contract provisions and contract work specifications.

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.

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

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

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

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

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

C. Comprehensive General Liability and Property Damage Insurance:

The Contractor shall not commence work on this contract until obtaining all insurances required under this paragraph and has filed certificates thereof with the Village: Coverage shall protect the contractor, subcontractor, agents, workers, employees, or assignees of contractor during the performance of this contract work from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operation under this contract, whether such operations be by contractor, subcontractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Village. The amounts of such insurance shall be subject to the following limits: \$3,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate

D. Comprehensive Automobile Liability and Property Damage

The provisions of the subparagraph shall include, but not be limited to the operations of owned, hired, and non-owned motor vehicles for which this contract is applicable. \$3,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate. The Contractor shall file a certificate of insurance containing a ten (10) day notice of cancellation.

E. Proof of Carrying Insurance

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

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

G. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

H. The VILLAGE, its officers, employees and volunteers are to be covered as **additional Insured's** as respects liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officers, officials, employees, or volunteers.

I. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

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

6. SUBCONTRACTS. The Contractor shall notify the Village Administrator, in writing, of the names of all subcontractors. The Contractor agrees to be fully responsible to the Village for the acts or omissions of his subcontractors, and of anyone employed directly or indirectly by subcontractor. This contract obligation shall be in addition to the liability imposed by law

upon the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Village. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the contract work specifications contained herein, as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved, in writing, by the Village.

**Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the Village.

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

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

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

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

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

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

11. **LABOR.** The Contractor shall employ competent skilled workers and foremen in the conduct of work on this contract. The Village Administrator shall have the authority to order the removal, from operations affecting the Village, of any Contractor's employee who refuses or neglects to obey any of his instructions relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive,

threatening, or disorderly in his/her conduct to Village residents or personnel, and any such person shall not again be assigned to this project.

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

- A. Other complaints (e.g. property damage such as a mailbox/newspaper box or vehicle in the driveway) shall be submitted in writing to the Village Administrator. The Village Administrator will notify the contractor and the contractor shall address said concern/complaint to the satisfaction of the Village Administrator. The penalty for failure to do so will be \$50.00 per occurrence per day.
- B. Failure of contractor to repair property damage caused by his/her workers or equipment within fifteen (15) days of issuance of complaint shall be resolved as follows: The Village shall repair damage or cause damage to be repaired and bill Contractor for the cost of repair plus 50%.
- C. Repeated justifiable complaints from the same party may be subject to a penalty equal to twice the value of the previous complaint penalty for said complainant at the discretion of the Village Administrator.

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

13. PAYMENT TO CONTRACTOR. The Village shall pay the Contractor for the work specified in accordance with the Fee Schedule, with payments to be made monthly as invoiced by the contractor.

14. DEDUCTION AND PENALTY FOR UNCORRECTED WORK.

- A. If the Village deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:
  - (1) Failure of the Contractor to make the necessary collections.
  - (2) Failure of the Contractor to respond to complaints to the satisfaction of the Village.
  - (3) Failure of the Contractor to follow-up on "missed" pick-ups.
  - (4) Failure of the Contractor to make pick-ups on the scheduled day.
  - (5) Failure of the Contractor to properly collect and recycle any items defined as recyclable under the provisions of this contract.

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

B. In the situation that the Village Administrator determines that the contractor has failed in its duty to perform the provisions of said contract, and this failure does not warrant breach of contract, the Village Administrator is authorized to withhold the following charges per occurrence:

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

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

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

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

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

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

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

20. FEDERAL AND STATE CHARGES. The Contractor or Village may seek an increase or decrease in the rates hereunder to adjust for increases or decreases in costs that become effective on or after January 15, 2013, due specifically to changes in local, state or federal regulations applicable to Contractor's operations or the services provided hereunder (other than income or real property taxes). The request for rate adjustments shall be supported by documentation provided by the requesting party. The requesting party shall provide the other party with no less than 90 days notice so the parties can negotiate and plan for the increase or decrease in costs accordingly.

21. LENGTH OF CONTRACT. The length of contract period is for a period of either five (5) or ten (10) years depending upon bid option, commencing on January 1, 2013 and ending December 31, 2017 with five-year option or December 31, 2022 with 10-year option. The Village reserves the right to reopen any and all provisions of this contract due to changes in Federal and/or State Law, or recycling changes initiated on behalf of the Village. The Village's right to reopen any and all provisions of the contract shall be undertaken upon six (6) month prior written notice to contractor.

22. STARTING DATE. Contractor is expected to start collection on January 1, 2013.

## **WORK SPECIFICATIONS**

1. PURPOSE. The purpose of this contract is to provide for the weekly collection, transportation, disposal, and processing of refuse and recycling from residential units in the Village of Belleville. Bi-weekly collection of recycling may be considered with automated collection, if the proposal is deemed beneficial.

Contractor agrees to provide all labor, equipment, materials, and other necessities as provided herein to fully and completely collect and dispose of all recyclables and all refuse.

### 2. RESIDENTIAL UNIT COLLECTION.

Residential units all have recycling carts currently. Any change in container is and shall be the contractor's expense. Costs associated with supplying said containers shall be incorporated into the monthly contract price.

Refuse may be in garbage carts. Each container, bag, or bundle shall not exceed 50 lbs.

The Contractor shall not be required within the normal service charge to remove materials generated from construction, remodeling, or repair of buildings unless materials fit completely inside a 32 gallon can, automobile bodies or large machine parts, materials of a hazardous, toxic, highly flammable, or explosive nature, or white goods and major appliances.

The Contractor may charge such additional compensation directly from property owners as may be privately agreed upon between the property owner and the Contractor for collection of items not covered in this contract.

Contractor shall be responsible for and shall clean up any Solid Waste and Recyclables spilled by Contractor in the course of its collection. The Serviced Unit shall be responsible for and shall clean up any Solid Waste and Recyclables spilled not as a result of Contractor's collection.

Contractor shall supply the Village with flyers for each service unit on an annual basis listing the scheduled dates of collection and the Village shall be responsible for distributing one flyer to each Serviced Unit.

**Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. Contractor shall provide the Village with a monthly report on recycling efforts which will include the amount, in tonnage or pounds, of each recyclable material collected, and the amount, in tonnage or pounds, of refuse picked up, and number of residential units participating.**

The Village shall pay to the Contractor for its performance under this section for collection, transportation, processing, and delivery of refuse and recyclable materials from all residential units a fixed fee per residential unit per month according to the Fee Schedule.

The contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within the Village. This may require the use of collection personnel to distribute printed material provided by the Village during the collection process.

### 3. COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL COLLECTION AND DISPOSAL.

A. COMMERCIAL. Contractor shall pick up and dispose of garbage, refuse and recyclables at all commercial, industrial and institutional establishments within the Village once a week on days approved by the Village. All commercial, industrial and institutional establishments that have no more than three (3) thirty-two (32) gallon garbage containers and not more than three (3) standards size recyclable containers per pickup, limit of fifty (50) pounds per container, may be handled on the same day as residential pickup.

B. In lieu of commercial, industrial and institutional pickup set forth above, if such establishments exceed this amount, such establishments may rent a dumpster(s) from the Contractor.

C. Charge for Recyclables. Each commercial, industrial and institutional establishment requiring separate contracts with the Contractor may contract with the Contractor for recyclable pickup at the rates specified in the proposal form below.

4. VILLAGE PROPERTIES. As part of this contract the Contractor shall provide refuse and recyclable collection service at all municipal buildings, parks, and sidewalk containers at no additional charge. The quantity and type of containers at Village Properties shall be adequate

to manage the generated refuse and recycling materials, as mutually agreed to by the Village and Contractor.

5. FREQUENCY OF COLLECTION. Contractor shall collect each residential unit at least once in each seven-day period. Collection of residential units shall be on a scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Village Administrator. Current collection occurs on **Wednesday** and the Village prefers the day to remain the same.

Contractor shall collect refuse and recyclables at Village Properties at least once in each 14-day period. Additional periodic collections, as necessary, may be requested by the Village at a cost per the Fee Schedule.

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

6. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday unless unforeseen circumstances warrant an extension of time to be determined by the Village Administrator and Contractor.

7. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays, except for emergencies as approved by the Village Administrator. Should any holiday interrupt weekly collection, the Contractor shall coordinate an appropriate schedule change with the Village. Contractor shall publish notice of any pickup date changes in the Village's official paper.

8. MAP. The Village Administrator will provide a Village map of streets to the Contractor.

9. COMPLAINTS. Complaints and requests for service shall be made directly to the Contractor by the affected residential unit. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received with the exception of those complaints received after 2:00 p.m. which shall be satisfied the next day by no later than 10:00 a.m. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B). Contractor shall provide a toll free telephone number for residents.

10. LOCATION FOR COLLECTION. Residents shall place refuse and recycling bins at curbside for collection unless other mutual arrangements have been made between the resident and Contractor by 7:00 a.m. It is the Contractor's responsibility to replace empty containers in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in drainage ditches.

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

As is reasonably possible and after consulting with the Village Administrator, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

Any material left at the curbside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

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

13. LANDFILL SITE. Contractor shall deliver all Solid Waste and Recyclables collected pursuant to this Contract to a state approved facility for receipt of such materials.

- a. The facility designated by Contractor to receive Solid Waste shall be identified within the response with proposal by Contractor, and may be changed from time to time by contractor in its sole discretion.
- b. The facility designated by Contractor to receive Recyclables shall be identified within the response with proposal, which facility may be changed from time to time by Contractor in its sole discretion.
- c. The Village shall not designate any facility for deliver of Solid Waste or Recyclables collected by Contractor hereunder. All current charges for disposal shall be incorporated in the rates for services provided and as such shall be the responsibility of the Contractor and shall be paid by the Contractor. In the event the cost of disposal increases, the rates hereunder shall be adjusted as provided in section 8 hereof.

14. SUPPLEMENTARY COLLECTION AND DISPOSAL.

A. The Contractor shall pickup up and dispose of, upon the request of any resident, any item or thing that cannot or should not be picked up under the Residential Collection Disposal section of this contract. For such service, the Contractor may make suitable charges which shall be the obligation of the resident and for which the Village incurs no liability.

B. Any material picked up pursuant to this section shall be placed at or near the curb for pickup or else the Contractor may make such additional and reasonable charges for the services as are agreed upon by it and the person receiving the service.

C. The Contractor will furnish needed equipment and manpower annually in the spring and fall of each year for Clean-up days in accordance with the fee schedule below. The Village must place a notice in the local newspaper two (2) weeks in advance of the collection date, at the Village's expense. Contractor shall notify the Village of the date in advance and this date may be separate from a regular garbage collection or recyclable collection date at the discretion of the Contractor. On the clean-up day, the Contractor shall haul only appliances as defined herein, furniture or other items not considered to be normal residential garbage, refuse or recyclables.

D. The Contractor shall accept all materials presented to it for disposal under the above contract provisions, but shall not be obliged to accept or haul anything that can't be landfilled under Wisconsin law except as specified elsewhere in this contract.

D. A thirty (30) yard box for yard waste will be set at the Village Garage or Wastewater Treatment Plant from March 15 to November 1. It will have on-call service provided according to the fee schedule below. If the Green County Landfill no longer accepts yard waste, the parties agree to negotiate a new agreement for the transportation and disposal of yard waste.

15. SPECIAL EVENTS AND SERVICES. The Village may hold special events that benefit the residents of the Village. These services shall be reimbursed according to the Fee Schedule of this contract.

A. Refuse: Contractor shall provide additional containers, collection and transport for refuse at these events.

B. Recyclables: Contractor shall provide recycling containers, collection, and transport, and processing of recyclables at these events.

# FEE SCHEDULE

Contract Term of January 2013 through December 2017

YEAR	REFUSE RATE	RECYCLABLES RATE	TOTAL PER MONTH PER UNIT
2013	_____	_____	_____
2014	_____	_____	_____
2015	_____	_____	_____
2016	_____	_____	_____
2017	_____	_____	_____

## SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed)	\$ _____/unit
Refuse Containers (disposal)	\$ _____/ton
Recycling Containers (placed, removed, processed)	\$ _____/unit
Yard Waste Compost Dumpster (placed, removed, processed)	\$ _____/dump
Fall Clean Up Day	\$ _____/event

## **PERFORMANCE BOND**

### **INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND:**

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

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

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

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

The date of the bond must not be prior to the date of the contract for which it is given. A Power of Attorney authorizing the execution of the Bond by an attorney-in-fact, or Agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be counter-signed by a licensed resident agent.

**FORM OF BOND  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Village of Belleville, 24 W. Main Street, P.O.  
Box 79, Belleville, WI 53508 in the full and just sum of two hundred fifty thousand dollars  
(\$250,000.00) 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 Belleville the attached signed  
Contract being for recyclable and refuse collection and disposal in the Village of Belleville  
from January 1, 2013 through December 31, 2017 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 Belleville  
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

## FORM OF AGREEMENT

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_, hereinafter called the "Contractor" and the Village of Belleville, Belleville, Wisconsin, hereinafter called the "Village";

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

### COMPONENT PARTS OF THIS CONTRACT

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

- a. This Instrument
- b. General Contract Provisions
- c. Contract Work Specifications
- d. Addendum Nos. – None
- e. Contractor's accepted proposal of \_\_\_\_\_, 2012.

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

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

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

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

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

IN WITNESS WHEREOF, the following parties hereto have caused this instrument to be executed:

VILLAGE OF BELLEVILLE

\_\_\_\_\_  
Howard Ward, Village President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
April Little, Village Clerk

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Company Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Designee

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Title