

**Village of Mount Pleasant  
FINANCE/LEGAL/LICENSE COMMITTEE AGENDA**

**Wednesday, December 9, 2015 | 3:30 PM  
Village Hall – Community Room 2  
8811 Campus Drive**

1. Roll Call
2. Public Comment
3. Approval of Finance/Legal/License Minutes for:  
November 18, 2015 Finance/Legal/License Meeting
4. Purchase of a 2016 Plow Truck
5. Resolution 37-2015 to withdraw from the State of Wisconsin, Local Government Property Insurance Fund (LGPIF)
6. 2016 Squad Car Purchases - MPPD
7. 2016-2018 3-Year Village Hall Landscape Maintenance Contract | Lakeshore Lawn Service Inc
8. 2016-2018 3-Year HVAC Maintenance Contract | United Mechanical Inc
9. Solid Waste and Recycling Contract
10. New License/Renewal License/Operator License approval
11. Reports/staff/committees
12. Adjourn

***Request for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Clerk's Office (262) 664-7800 with as much advance notice as possible.***

Note: Other Village Board Members may be present for informational purposes, but no action will be taken.

\*Next meeting is scheduled for **Wednesday, January 20, 2015**

*Posted: Thursday, December 3, 2015 at 1:30 PM*

***Amended Monday, December 07, 2015 at 8:00 AM***

**COMMITTEE MEMBERS PRESENT:** J. Garski, A.M. Clausen, G. Feest

**COMMITTEE MEMBERS ABSENT:** None

**VILLAGE BOARD MEMBERS PRESENT:** J. Hewitt

**STAFF IN ATTENDANCE:** S. Kohlhagen, T. Zarzecki, V. Matter, K. Wahlen

**OTHERS:**

**1. Roll Call**

The meeting was called to order at 3:30 p.m. by **G. Feest**.

**2. Public Comment**

None

**3. Approval of the Finance/Legal/License Meeting Minutes for:**

**October 21, 2015, Finance/Legal/License Meeting Minutes** – Motion by **Clausen** to approve the October 21, 2015, minutes. Motion seconded by **Garski**. Motion passed unanimously (3-0).

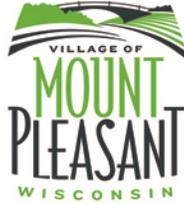
**4. Ordinance 9-2015 to Renumber Section 66-2(b)(3) to (b)(5), Amend the Introductory Paragraph and Sections 66-2(b)(1) and (b)(2), and Create Sections 66-2(b)(3) and (b)(4) of the Code of Ordinances for the Village of Mount Pleasant, Racine County, Wisconsin, Relating to Collection of Garbage, Ashes and Refuse** – Motion by **Clausen** to approve and move to the Village Board Ordinance 9-2015 to Renumber Section 66-2(b)(3) to (b)(5), Amend the Introductory Paragraph and Sections 66-2(b)(1) and (b)(2), and Create Sections 66-2(b)(3) and (b)(4) of the Code of Ordinances for the Village of Mount Pleasant, Racine County, Wisconsin, Relating to Collection of Garbage, Ashes and Refuse, which provides a mechanism for dealing with the premature placement of garbage for pickup and the failure to remove garbage receptacles in a timely fashion once a pickup has been made. Motion seconded by **Garski**. Motion passed unanimously (3-0).

**5. Financial Consulting Proposal – Creation of New School Districts in Racine Area – Ad Hoc discussion** - Motion by **Clausen** to forward to the Village Board the Proposal for the Creation of a New School and help fund the Ad Hoc study. Motion seconded by **Feest**. Motion passed (2-1) with **Garski** voting No.

**6. New License/Renewal License/Operator License approval** – Motion by **Garski** to approve the New Operators Licenses for November 1, 2015 – June 30, 2017 as listed. Motion seconded by **Clausen**. Motion passed unanimously (3-0). Motion by **Garski** to approve and move to the Village Board the “Class A” Liquor License – Cider Only for Speedway #4513, Carmella Marie Harris, Agent. Motion seconded by **Clausen**. Motion passed unanimously (3-0).

**7. Reports - None**

**8. Adjourn** – Motion by **Garski** to adjourn at 4:25 p.m.; motion seconded by **Clausen**. Motion passed unanimously (3-0).



**EXECUTIVE SUMMARY**  
**Finance/Legal/License Committee – 12/9/2015**

**TITLE:** Purchase of 2016 Plow Truck

**BACKGROUND:** The 2016 snowplow truck was budgeted in Capital Account # 400-53-53300-538100 @ \$161,500. In 2015, Lakeside International was awarded the competitive bid for the same vehicle. According to Lakeside International, if the Village ordered another snowplow truck by 12/21/15, Lakeside International would provide the vehicle at the same awarded bid approved earlier this year.

The snow plow equipment dealer also agreed to hold the cost the same. The cost for the plow equipment will actually be less because we are transferring the salt spreader from the trade-in truck to the new truck.

According to the purchasing policy, a bid or Request for Proposal (RFP) is required when there is not an existing governmental or other competitively-awarded contract to "piggyback." In this case, the Village is using a competitive bid awarded in April of this year. It is expected that the 2016 snowplow truck will likely increase in cost, therefore, the Village could save on the cost of the snowplow truck by purchasing the vehicle at the earlier (2015) bid price.

See attached summary.

**FISCAL IMPACT:** The 2016 snowplow truck was budgeted in Capital Account # 400-53-53300-538100 @ \$161,500. The cost of the purchase using the previous bid is \$158,071 and is under budget.

**RECOMMENDATION:** The Finance/Legal/License Committee should recommend that the Village Board approve the purchase of the 2016 snowplow truck using the competitive bid from April of 2015.

**PREPARED BY:** Kurt Wahlen  
Village Administrator

**DATE:** November 30, 2015



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**FINANCE/LEGAL/LICENSE COMMITTEE**

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**SUBJECT:** APPROVAL OF SNOW PLOW TRUCK

**DATE:** 12/3/2015

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Below is a summary of truck bids that was received early this year and a quote from the same dealer for a new patrol truck, using the same bid.

Spring of 2015 Bid Results:

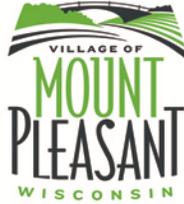
<b>Lakeside International Model 7400</b>	<b>Awarded Bid \$161,424</b>
Truck Country Freightliner Model 108SD	\$163,923

Quote on 11/11/15 using an existing contract bid:

<b>Lakeside International Model 7400 chassis with Monroe Plow package</b>	<b>\$158,071</b>
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The quote is \$3,353 less because we will be transferring the salt spreader from our trade-in truck to the new one.

Mark Benish



**EXECUTIVE SUMMARY**  
**Finance/Legal/License Committee – 12/09/2015**

**TITLE:** Resolution No. 37-2015 to withdraw from the State of Wisconsin, Local Government Property Insurance Fund (LGPIF)

**BACKGROUND:** The State of Wisconsin is in the process of eliminating the LGPIF. Although the LGPIF was extended through 2016, the rate increase proposed from the LGPIF to the Village of Mount Pleasant was significant. The Village's liability insurance carrier, Community Insurance, and the League of Municipalities, both, are offering alternative property insurance coverage policies. Although the League's policy has not been received as of yet, both premiums would be less than the LGPIF.

In order to end the Village's participation in the LGPIF, the Board must vote and approve by majority, Resolution No. 37-2015 and forward the decision to the LGPIF.

**FISCAL IMPACT:** The cost of property insurance for the Village will increase only slightly in 2016 by dropping coverage with the LGPIF and going with David Insurance, or, perhaps, the League. David Insurance would provide replacement property coverage in 2016 for \$55,893. The LGPIF has a proposed 2016 premium of \$108,234.

**RECOMMENDATION:** The Village Board should approve Resolution No. 37-2015, which provides for the withdrawal of the Village of Mount Pleasant from the LGPIF, effective January 1, 2016.

**PREPARED BY:** Kurt Wahlen  
Village Administrator

**DATE:** November 24, 2015

**LOCAL GOVERNMENT PROPERTY INSURANCE FUND**  
**2801 Crossroads Drive, Suite 2200**  
**Madison, WI 53718**  
**PHONE: 877-229-0009**  
**FAX: 877-832-0122**

**WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND**

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

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Policyholder Name	Cancel Effective Date	Policy #
Village of Mount Pleasant	01/01/2016	160923

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As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ meeting.  
Month Day Year

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Name of Clerk (Type or Print)	Signature of Clerk	Date
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**RESOLUTION NO. 37 - 2015**

**A Resolution for the Village of Mount Pleasant to Withdraw From the State of Wisconsin, Local Government Property Insurance Fund**

The Village Board of the Village of Mount Pleasant, Racine County, Wisconsin, resolves as follows:

WHEREAS, the Village of Mount Pleasant must have property insurance coverage for its buildings, vehicles and other properties; and

WHEREAS, the Village has previously relied upon the State of Wisconsin, Local Government Property Insurance Fund (LGPIF) to meet its property insurance needs, and

WHEREAS, the State of Wisconsin is preparing to dissolve or end the services of the LGPIF; and

WHEREAS, the 2016 premiums for the Village proposed by the LGPIF have increased significantly; and

WHEREAS, the Village has determined that it is now able to receive similar property insurance coverage from its main insurance provider and other providers, at a more economical cost; and

NOW THEREFORE, BE IT RESOLVED that the Village Board of Mount Pleasant does hereby formally approve the withdrawal of the Village of Mount Pleasant from the LGPIF, beginning January 1, 2016.

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Gerald Garski  
Village President

Attest:

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Stephanie Kohlhagen  
Clerk/Treasurer



**MOUNT PLEASANT POLICE DEPARTMENT**  
8811 Campus Drive • Mount Pleasant, Wisconsin 53406  
(262) 884-0454 Phone • (262) 664-7902 Fax

*Timothy J. Zarzecki*  
*Chief of Police*

## **EXECUTIVE SUMMARY**

**Finance/Legal/License Committee      December 9, 2015**

### **TITLE**

**2016 Squad Car Purchases**

### **BACKGROUND**

The Police Department fleet consists of marked squads, unmarked squads, motorcycles and bicycles. These vehicles comprise the main patrol and investigative efforts of the Police Department and are on a replacement rotation based upon items such as age, mileage/hours, usefulness and repairs. The department has 48 police officers who use the fleet on a daily basis.

As presented during the 2016 Budget process, six-6 of the departments' squads are in need of replacement. The department researched the squad options and recommended purchasing the following vehicles (see attached quotes):

- 3 – Dodge Charger AWD (police package): \$26,136 each
- 2 - Chevrolet Tahoe SUV (police package): \$38,285 each
- 1 – Ford Interceptor SUV (police package): \$27,274

To total price for the six-6 squads is \$182,252. The pricing is derived from the State of Wisconsin Municipal Discount. The State of Wisconsin does all of the negotiating for these types of vehicles and secures the lowest available price available at any dealer participating in the Wisconsin State Bid Award Program. The Pricing from the Value in Local Government Cooperative Purchasing Program of Southeastern Wisconsin may be lower than the State Bid Award. Purchasing will be with the lower of these two awards.

### **FISCAL IMPACT:**

The 2016 CIP Budget fund has sufficient budgeted funds to cover the squad purchases. The 2016 CIP Budget was planned to cover the replacement of six-6 squads. Any remaining fund balance will be used for transferring equipment, replacing or purchasing new equipment to set up the squads as needed.

### **RECOMMENDATION:**

The Finance/Legal/License Committee should recommend the Village Board approve the purchase of the recommend 2016 squad cars using the lowest pricing, either the State Bid or the Value in Local Government Award, which ever is lower.

### **PREPARED BY**

Chief Tim Zarzecki      12-04-2015

**MT. PLEASANT, WISCONSIN  
CAPITAL IMPROVEMENT PROGRAM  
DETAIL OF EQUIPMENT/SERVICE ACQUISITION - PROJECT YEAR 2016**

**PROJECT TITLE:** Police Patrol Vehicles

**DEPARTMENT:** Police

**REFERENCE NUMBER:**

**2016 Model Vehicles**

- 1 Ford SUV awd
- 3 Dodge Chargers awd
- 2 Chev Tahoe 4wd

ITEM(S)	REPLACED (at trade-in)	MAKE	YEAR ACQUIRED
115	90,000 miles	Chevrolet Impala	2010
123	125,000 miles	Ford Crown Vic	2011
128	100,000 miles	Ford Expedition	2010 (keep as spare)
133	125000 miles	Chev Tahoe 2wd	2012
135	125,000 miles	Chev Tahoe 2wd	2013
137	125000 miles	Chev Tahoe 2wd	2013

**Prepared For:**  
TIM ZARZECKI  
MT. PLEASANT POLICE DEPT  
8811 CAMPUS DR  
MT. PLEASANT, WI 53406  
Phone: (262) 664-7910  
Fax: (262) 664-7902  
Email: tzarzecki@mtpleasant  
wi.gov

**Prepared By:**  
Scott Kussow  
Ewald Automotive Group  
36833 E. Wisconsin Ave.  
Oconomowoc, WI 53066  
Phone: (262) 567-5555  
Fax: (262) 560-1303  
Email: skfleet@ewaldauto.com

## 2016 Fleet/Non-Retail Dodge Charger 4dr Sdn Police AWD LDEE48

### **QUOTE WORKSHEET**

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#### **QUOTE WORKSHEET - 2016 Fleet/Non-Retail LDEE48 4dr Sdn Police AWD**

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MSRP		\$36,300.00
Destination Charge		\$995.00
Optional Equipment		\$1,390.00
Dealer Advertising		\$0.00
PRE-TAX ADJUSTMENTS:		
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$12,549.00)	
Total Pre-Tax Adjustments		(\$12,549.00)
Taxable Price		\$26,136.00
TOTAL		\$26,136.00

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Customer Signature / Date

Dealer Signature / Date

2016 DODGE CHARGER POLICE AWD TO YOUR SPECS AS DETAILED, (SAME AS '15 ORDER). DELIVERY CAN BE ANTICIPATED 90-120 DAYS FROM RECEIPT OF YOUR ORDER. PAYMENT TERMS ARE NET TEN DAYS.

FINAL ORDER DATE 10/31/15.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 407.0, Data updated 10/6/2015  
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Customer File:

October 14, 2015 8:50:15 AM

Page 1

**Prepared For:**  
TIM ZARZECKI  
MT. PLEASANT POLICE DEPT  
8811 CAMPUS DR  
MT. PLEASANT, WI 53406  
Phone: (262) 664-7910  
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wi.gov

**Prepared By:**  
Scott Kussow  
Ewald Automotive Group  
36833 E. Wisconsin Ave.  
Oconomowoc, WI 53066  
Phone: (262) 567-5555  
Fax: (262) 560-1303  
Email: skfleet@ewaldauto.com

## 2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### QUOTE WORKSHEET

#### QUOTE WORKSHEET - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MSRP	\$50,000.00
Destination Charge	\$1,195.00
Optional Equipment	(\$3,407.00)
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$9,503.00)
Total Pre-Tax Adjustments	(\$9,503.00)
Taxable Price	\$38,285.00
TOTAL	\$38,285.00

Customer Signature / Date

Dealer Signature / Date

2016 CHEVROLET TAHOE 4WD SSV TO YOUR SPECS AS DETAILED, (SIMILAR TO '14 TAHOE VIN ER118667). DELIVERY CAN BE ANTICIPATED 120-150 DAYS FROM RECEIPT OF YOUR ORDER. PAYMENT TERMS ARE NET TEN DAYS.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 407.0, Data updated 10/6/2015  
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Customer File:

**Prepared For:**  
 TIM ZARZECKI  
 MT. PLEASANT POLICE DEPT  
 8811 CAMPUS DR  
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 wi.gov



**Prepared By:**  
 SCOTT KUSSOW  
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 OCONOMOWOC, WI 53066  
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 Fax: (262) 560-1303  
 Email: skfleet@ewaldauto.com

## 2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

### QUOTE WORKSHEET

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#### QUOTE WORKSHEET - 2016 Fleet/Non-Retail K8A AWD 4dr

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MSRP	\$30,930.00
Destination Charge	\$945.00
Optional Equipment	\$1,565.00
Dealer Advertising	\$0.00
<b>PRE-TAX ADJUSTMENTS:</b>	
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$6,166.00)
Total Pre-Tax Adjustments	(\$6,166.00)
Taxable Price	\$27,274.00
<b>TOTAL</b>	<b>\$27,274.00</b>

---

Customer Signature / Date

Dealer Signature / Date

2016 FORD INTERCEPTOR UTILITY AWD TO YOUR SPECS AS DETAILED, (SIMILAR TO '15 UTILITY ORDER).  
 DELIVERY CAN BE ANTICIPATED 90-120 DAYS FROM RECEIPT OF YOUR ORDER. PAYMENT TERMS ARE  
 NET TEN DAYS.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as  
 guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 408.0, Data updated 10/13/2015  
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Customer File:



## EXECUTIVE SUMMARY

**TITLE:** 2016-2018 3-Year Village Hall Landscape Maintenance Contract | Lakeshore Lawn Service Inc.

### BACKGROUND:

Since relocating to the new Village facilities at 8811 Campus Drive, the Village has held an annual contract with Lakeshore Lawn Service Inc. for lawn maintenance services for the Village Hall/Police Department property (including road frontage along 90<sup>th</sup> Street). An original RFP was advertised in 2011 with several companies bidding for the contract. Lakeshore has continued to go above and beyond, coordinating with our volunteer master gardeners as well as perform minor additional services at no cost. The current contract was through 2015, with mulch installation on a bi-annual schedule.

### FISCAL IMPACT:

See attached contract summary. In the 2015 budget, \$15,533 was allocated in account no. 100-51-51600-523000 for landscape maintenance services. The proposed contract extends our current rate into 2016 (without mulch) with minor increases in 2017 and 2018. \$11,093 was budgeted within the 2016 budget for this service. Below is a summary of costs comparing the current contract and renewal amounts through 2018:

2013	\$14,645 (w/ mulch)
2014	\$11,093
2015	\$15,533 (w/ mulch)
<b>2016</b>	<b>\$11,093</b>
<b>2017</b>	<b>\$16,170 (w/ mulch)</b>
<b>2018</b>	<b>\$11,550</b>

### RECOMMENDATION:

Village staff recommends the approval of a 3-year contract extension with Lakeshore Lawn Service Inc. for landscape maintenance services at 8811 Campus Drive.

**PREPARED BY:** Logan Martin  
Community Development Director

November 30, 2015

PROPOSAL

**LAKESHORE LAWN SERVICE INC.**  
9107 Hollyhock Ln.  
Racine, WI 53406  
262-638-4629 fax 262-632-7797

NO. 15-909  
  
DATE: September 1, 2015

PROPOSAL SUBMITTED TO:

NAME: Mt. Pleasant Civic Campus  
Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant  
STATE: WI 53406  
PHONE:

WORK TO BE PERFORMED AT:

NAME: Mt. Pleasant Civic Campus Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant STATE: WI

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

**2016-2017-2018 GROUNDS PROPOSAL (3 YEAR CONTRACT)**  
**MOUNT PLEASANT CIVIC CAMPUS VILLAGE HALL**

* Mowing and Trimming all lawn areas weekly:	\$147.00 @ 26 mowings \$153.00 @26 mowings	\$3,822.00 - 2016 \$3,978.00 - 2017 & 2018
* Turf Fertilization and Weed Control:	\$394.00 @ 5 applications \$410.00 @ 5 applications	\$1,970.00 - 2016 \$2,050.00 - 2017 & 2018
* Turf Aeration:	\$283.00 per time \$295.00 per time	\$283.00 - 2016 \$295.00 - 2017 & 2018
* Tree and Shrub Maintenance:	\$415.00 per time \$432.00 per time	\$415.00 - 2016 \$432.00 - 2017 & 2018
* Landscape Beds - Trimming and Weed Control:	\$603.00 @ 5 times \$627.00 @ 5 times	\$3,015.00 - 2016 \$3,135.00 - 2017 & 2018

Page 1 of 4

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

WITH PAYMENTS TO BE MADE AS FOLLOWS: MONTHLY NET 30 DAYS

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.  
ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE TORNADO AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE TAKEN OUT BY

RESPECTFULLY SUBMITTED LAKESHORE LAWN SERVICE INC.

PER \_\_\_\_\_

NOTE-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PROPOSAL

**LAKESHORE LAWN SERVICE INC.**

9107 Hollyhock Ln.  
Racine, WI 53406  
262-638-4629 fax 262-632-7797

NO. 15-909  
  
DATE: September 1, 2015

PROPOSAL SUBMITTED TO:

NAME: Mt. Pleasant Civic Campus  
Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant  
STATE: WI 53406  
PHONE:

WORK TO BE PERFORMED AT:

NAME: Mt. Pleasant Civic Campus Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant STATE: WI

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

**2016-2017-2018 GROUNDS PROPOSAL (3 YEAR CONTRACT)**  
**MOUNT PLEASANT CIVIC CAMPUS VILLAGE HALL**

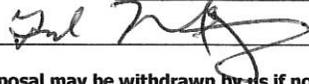
* Spring Clean-up:	\$588.00 per time	\$588.00 - 2016
	\$612.00 per time	\$612.00 - 2017 & 2018
* Fall Clean-up:	\$1,008.00 per time	\$1,008.00 - 2016
	\$1,048.00 per time	\$1,048.00 - 2017 & 2018
	<b>TOTAL COST:</b>	<b><u>\$11,093.00 - 2016</u></b>
		<b><u>\$11,550.00 - 2017 &amp; 2018</u></b>

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WITH PAYMENTS TO BE MADE AS FOLLOWS: MONTHLY NET 30 DAYS

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**RESPECTFULLY SUBMITTED LAKESHORE LAWN SERVICE INC.**

PER 

**NOTE-This proposal may be withdrawn by us if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL  
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.  
YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PROPOSAL

NO. 15-909

**LAKESHORE LAWN SERVICE INC.**

9107 Hollyhock Ln.  
Racine, WI 53406  
262-638-4629 fax 262-632-7797

DATE: September 1, 2015

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME: Mt. Pleasant Civic Campus  
Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant  
STATE: WI 53406  
PHONE:

NAME: Mt. Pleasant Civic Campus Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant STATE: WI

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

**2016 GROUNDS PROPOSAL (CONTRACT PAGE)**  
**MOUNT PLEASANT CIVIC CAMPUS VILLAGE HALL**

**TOTAL COST: \$11,093.00 - 2016**

- \* Eight equal payments of \$1,386.63 per month plus tax starting April 1 thru November 1, 2016.
- OR
- \* The services can be charged at a per time price and billed at the end of each month.
- \* Any mowing beyond/under the number of stated will be charged/credited at the per time price.

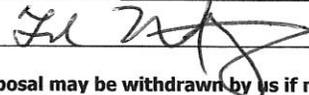
Page 3 of 4

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

WITH PAYMENTS TO BE MADE AS FOLLOWS: MONTHLY NET 30 DAYS

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**RESPECTFULLY SUBMITTED LAKESHORE LAWN SERVICE INC.**

PER 

**NOTE-This proposal may be withdrawn by us if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PROPOSAL

NO. 12-909  
DATE: September 1, 2015

**LAKESHORE LAWN SERVICE INC.**  
9107 Hollyhock Ln.  
Racine, WI 53406  
262-638-4629 fax 262-632-7797

PROPOSAL SUBMITTED TO:  
NAME: Mt. Pleasant Civic Campus  
Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant  
STATE: WI 53406  
PHONE:

WORK TO BE PERFORMED AT:  
NAME: Mt. Pleasant Civic Campus Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant STATE: WI

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

**2016-2017-2018 GROUNDS PROPOSAL (CONTRACT PAGE)**  
**MOUNT PLEASANT CIVIC CAMPUS VILLAGE HALL**

**TOTAL COST: \$11,550.00 - 2017 & 2018**

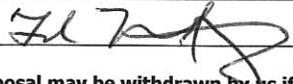
- \* Eight equal payments of \$1,443.75 per month plus tax starting April 1 thru November 1, 2017 and April 1 thru November 1, 2018.  
OR
- \* The services can be charged at a per time price and billed at the end of each month.
- \* Any mowing beyond/under the number of stated will be charged/credited at the per time price.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

WITH PAYMENTS TO BE MADE AS FOLLOWS: MONTHLY NET 30 DAYS

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE TORNADO AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE TAKEN OUT BY

**RESPECTFULLY SUBMITTED LAKESHORE LAWN SERVICE INC.**

PER 

**NOTE-This proposal may be withdrawn by us if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL  
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.  
YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

PROPOSAL

NO. 15-909  
DATE: September 1, 2015

**LAKESHORE LAWN SERVICE INC.**  
9107 Hollyhock Ln.  
Racine, WI 53406  
262-638-4629 fax 262-632-7797

PROPOSAL SUBMITTED TO:

NAME: Mt. Pleasant Civic Campus  
Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant  
STATE: WI 53406  
PHONE:

WORK TO BE PERFORMED AT:

NAME: Mt. Pleasant Civic Campus Village Hall  
STREET: 8811 Campus Drive  
CITY: Mt. Pleasant STATE: WI

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

**2016-2017-2018 GROUNDS PROPOSAL (3 YEAR CONTRACT)**  
**MOUNT PLEASANT CIVIC CAMPUS VILLAGE HALL**

Mulch installation and bed edge:

\* Bed edge and install shredded hardwood mulch to shrub beds, bio swales and trees.

Total Cost: \$4,620.00 - 2017

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

WITH PAYMENTS TO BE MADE AS FOLLOWS: MONTHLY NET 30 DAYS

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.  
ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE TORNADO AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. WORKMENS COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE TAKEN OUT BY

**RESPECTFULLY SUBMITTED LAKESHORE LAWN SERVICE INC.**

PER 

**NOTE-This proposal may be withdrawn by us if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



## EXECUTIVE SUMMARY

**TITLE:** 2016-2018 3-Year HVAC Maintenance Contract | United Mechanical Inc.

### **BACKGROUND:**

The Village has held two previous contracts with United Mechanical for HVAC maintenance at South Shore Station 8, DPW, and the Village Hall/Police facility (2012 & 2013-2015). The current contract expires at the end of 2015. Earlier this year, the Village requested revised contract numbers from United Mechanical with the intent to continue service.

### **FISCAL IMPACT:**

See attached pricing page from 2013-2015 contract as well as the contract for 2016-2018. 2015 prices are being held flat for South Shore Station 8 and DPW through 2018, with a minimal increase for the Village Hall/DPW facility.

### **RECOMMENDATION:**

Village staff recommends the approval of a 3-year contract extension with United Mechanical Inc. for landscape maintenance services at 8811 Campus Drive.

**PREPARED BY:** Logan Martin  
Community Development Director

November 30, 2015

**2013-2015 Contract Pricing**

The maintenance program would be completed quarterly for the next three (3) years for Mount Pleasant Fire Station # 8 for the following annual sums:

• 2013	Total \$1,736.00
Lift portion (in quote) \$530.00	
• 2014	\$1,840.00
Lift portion (in quote) \$567.00	
• 2015	\$1,968.00
Lift portion (in quote) \$607.00	

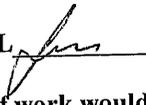
The maintenance program would be completed three (3) times per year for all water source heat pumps and monthly (12) on all energy recovery units for the next three (3) years for Mount Pleasant Village Hall and Police Station for the following sums:

• 2013	Total \$18,306.00
Lift portion (in quote) \$861.00	
• 2014	\$19,214.00
Lift portion (in quote) \$905.00	
• 2015	\$19,968.00
Lift portion (in quote) \$951.00	

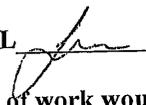
The maintenance program would be completed quarterly for the next three (3) years for Department of Public Works for the following annual sums:

• 2013	Total \$2,520.00
Lift portion (in quote) \$504.00	
• 2014	\$2,688.00
Lift portion (in quote) \$530.00	
• 2015	\$2,881.00
Lift portion (in quote) \$607.00	

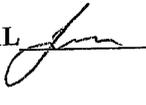
The one-year contract for all facilities shown in the scope of work would be done for the sum of \$22,562.00. Payment to be in four (4) equal installments of \$5,640.50, due upon completion of work.

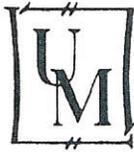
INITIAL 

The two-year contract for all facilities shown in the scope of work would be done for the sum of \$46,304.00. Payment to be in eight equal installments of \$5,788.00, due upon completion of work.

INITIAL 

The three-year contract for all facilities shown in the scope of work would be done for the sum of \$71,121.00. Payment to be in twelve (12) equal installments of \$5,926.75, due upon completion work.

INITIAL 



**UNITED  
MECHANICAL, INC.**  
*Equal Opportunity Employer*

Telephone (262) 632-6131  
632-6132  
FAX (262) 632-2227

**1500 Twelfth Street Racine, Wisconsin 53403-1699**

**Proposed 2016-2018 Contract**

September 8, 2015

**Logan Martin**  
Executive Director / Community Development Director  
Mount Pleasant Civic Campus  
8811 Campus Dr.  
Mount Pleasant, WI 53406

**Re: HVAC preventative maintenance and repair for Village of Mount Pleasant facilities.**

We are pleased to provide you with a maintenance agreement for air filtration systems and HVAC (heating, ventilation, air conditioning, geothermal) preventative maintenance and repair for the facilities within the Village of Mount Pleasant.

The following buildings/facilities will be included in this contract:

<b>Building Name</b>	<b>Building address</b>
<b>Village Hall and Police Department</b>	<b>8811 Campus Dr.</b>
<b>South Shore Fire Station No. 8</b>	<b>3900 Old Green Bay Rd.</b>
<b>Department of Public Works</b>	<b>8100 Campus Dr.</b>

**Mount Pleasant Fire Station # 8**

**List of equipment to be inspected:**

Air conditioning Unit	Captive Aire
Gas Fired Make-Up Air Units	Johnson Controls J15Y series
Air Cooled Compressor-Condensing Units	Johnson Controls TSS series
Variable Air Volume Boxes	Taco CL series
Pumps	Cook CVB series
In-Line Exhaust Fans	Burnham APEX series
Sealed Combustion Boilers	Cook ACEB series
Roof Exhausters	Cook Gemini
Ceiling Exhaust Fans	Taco 1900 series
In-Line Pumps	Detroit Radiant
Gas Fired Infrared Heater Unit Heaters	Rittling RH series
Johnson Controls Solution XTI	

**HEATING • VENTILATING • AIRCONDITIONING • PLUMBING  
PROCESS PIPING • TEMPERATURE CONTROL • FIRE PROTECTION**

**Mount Pleasant Village Hall and Police Station**

**List of equipment to be inspected:**

Energy Recovery Unit	Ground Loop Heat Pumps
Air Cooled Compressor-Condensing Unit	Johnson Controls Solution XTI
Pumps	Johnson Controls J15Y, J20Y
Gas Fired Make-Up Air Units	Quincy air compressor
Room Air Conditioning Units	B&G 1510 series
Roof Exhausters	Rupp R3D series
Gas Fired Unit Heaters	LC LC series
Ceiling Exhaust Fans	Twin City BCRD series

**Department of Public Works**

**List of equipment to be tested:**

Infrared Tube heaters	Modine
Exhaust Fans	Green Heck
MUA Units	Modine Direct Fired
Furnace with split system	Comfortmaker
CO Detector	Honeywell

**Tasks to be completed per type of equipment inspected.**

**Energy Recovery Units.**

- Inspect blower section.
- Inspect belt tension and condition.
- Inspect bearings, pulley and sheaves.
- **Change filters 12 times a year.**

**Air cooled Condensing Units**

- Inspect and clean the unit coil.
- Inspect bearings.

**Pumps**

- Inspect and lubricate bearings per manufacturer's recommendations.

**Gas Fired Make-Up Air Units**

- Inspect blower section.
- Inspect belt tension and condition.
- Inspect bearings, pulley and sheaves.
- Inspect the ignition and pilot systems.
- Inspect heat exchanger.
- Change filters 2 times a year.

**Room Air Conditioning Unit**

- Inspect and clean outdoor coil.
- Inspect refrigerant lines and refrigerant level.

**Roof Exhausters**

- Inspect belt tension, alignment and condition.
- Inspect and lubricate bearings per manufacturer's recommendations.

**Gas Fired Unit Heaters**

- Inspect blower section.
- Inspect belt tension, alignment and condition.
- Inspect and lubricate bearings per manufacturer's recommendations.
- Inspect the ignition and pilot systems.
- Inspect heat exchanger.

**Ceiling Exhaust**

- Inspect fan blades.

**Ground Loop Heat Pumps**

- Change filters 3 times a year.
- Inspect and lubricate the blower motor per manufacturer's recommendations.
- Inspect condensate drain.

**Air Conditioning Units**

- Inspect blower section.
- Inspect belt tension and condition.
- Inspect bearings, pulley and sheaves.
- Change filters 4 times a year.

**In-Line Exhaust Fans**

- Inspect belt tension, alignment and condition.
- Inspect and lubricate bearing per manufacturer's recommendations.

**Sealed Combustion Boilers**

- Inspect pilot, pilot flame, pilot sensor, gas pressure and combustion air.
- Inspect vent piping and outside air piping.
- Inspect condensate drains.
- Inspect heat exchanger.
- Inspect burner.

**Gas Fired Infrared Heaters**

- Inspect the ignition and pilot system.
- Inspect heat exchanger.

**Unit Heaters**

- Inspect belt tension, alignment and condition.
- Inspect and lubricate bearings per manufacturer's recommendations.

**Air Compressor**

- Change oil once per year.
- Check operation.

The maintenance program would be completed quarterly for the next three (3) years for Mount Pleasant Fire Station # 8 for the following annual sums:

• 2016	Total \$1,968.00
Lift portion (in quote) \$607.00	
• 2017	\$1,968.00
Lift portion (in quote) \$567.00	
• 2018	\$1,968.00
Lift portion (in quote) \$607.00	

The maintenance program would be completed three (3) times per year for all water source heat pumps and monthly (12) on all energy recovery units for the next three (3) years for Mount Pleasant Village Hall and Police Station for the following sums:

• 2016	Total \$18,315.00
Lift portion (in quote) \$951.00	
• 2017	\$18,591.00
Lift portion (in quote) \$951.00	
• 2018	\$18,729.00
Lift portion (in quote) \$951.00	

The maintenance program would be completed quarterly for the next three (3) years for Department of Public Works for the following annual sums:

• 2016	Total \$2,881.00
Lift portion (in quote) \$607.00	
• 2017	\$2,881.00
Lift portion (in quote) \$607.00	
• 2018	\$2,881.00
Lift portion (in quote) \$607.00	

The one-year contract for all facilities shown in the scope of work would be done for the sum of \$23,164.00. Payment to be in four (4) equal installments of \$5,791.00, due upon completion of work.

INITIAL \_\_\_\_\_

The two-year contract for all facilities shown in the scope of work would be done for the sum of \$46,604.00. Payment to be in eight equal installments of \$5,825.50, due upon completion of work.

INITIAL \_\_\_\_\_

The three-year contract for all facilities shown in the scope of work would be done for the sum of \$70,182.00. Payment to be in twelve (12) equal installments of \$5,848.50, due upon completion work.

INITIAL \_\_\_\_\_

**Attachment A are included in this contract.**

The following items are **not included** in this proposal:

1. No overtime allowed in this quotation. Work to be performed during the standard working hours. Monday – Friday. 7:00 A.M. – 3:30 P.M.
2. Repairs, parts other than those listed in this agreement, labor to install, and any adjustments, would be in addition to the above with prior approval of the owner's representative.

Please initial option chosen above, please sign and return one copy with your purchase order.

Thank you for the opportunity to be of service. Please call me at 262-632-6131, if you have any questions.

Sincerely,  
United Mechanical, Inc.  
***Rusty Birkholz***  
Service Division Manager

Please sign and date a copy of this letter and mail or fax to our office. (262) 632-2227

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ P.O. # \_\_\_\_\_

Village of Mount Pleasant pm 090815

ATTACHMENT A

COMPANY INFORMATION AND PRICE SHEET

A. Hourly rates for the 1<sup>st</sup> year with an increase of no more than 5% per due to contractual raises.

**Foreman/Journeyman**

Normal working hours, Monday-Friday, 7:00a.m. to 3:30p.m.	\$ 95.00
Overtime hours, Monday-Friday, after 3:30p.m.	127.50
Saturday/Sunday/Holidays	140.00
Emergency Calls	See Above

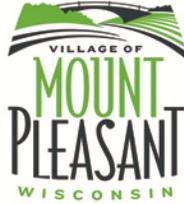
**Apprentice**

Normal working hours, Monday-Friday, 7:00a.m. to 3:30p.m.	\$ 88.00
Overtime hours, Monday-Friday, after 3:30p.m.	118.00
Saturday/Sunday/Holidays	129.50
Emergency Calls	See Above

**Helper**

Normal working hours, Monday-Friday, 7:00a.m. to 3:30p.m.	\$ 60.00
Overtime hours, Monday-Friday, after 3:30p.m.	82.00
Saturday/Sunday/Holidays	90.00
Emergency Calls	See Above

B. Material/Equipment	Cost plus 25% rate
C. Subcontractors (Duct Venders, Balancers, Electricians)	\$ 95.00 Per Hour
D. Response Time for Emergency Situation	1-1-/2 Hours
E. Service Phone Number(s)	262-632-6131
F. Company Contact(s)	Rusty Birkholz Mike Morey



**EXECUTIVE SUMMARY**  
**Finance/Legal/License committee – 12/9/2015**

**TITLE:** Solid Waste and Recycling Contract

**BACKGROUND:** The Village of Mount Pleasant's solid waste removal contract with Advanced Disposal expires at the end of this year. Therefore, an RFP was drafted for solid waste and recyclable pick up, beginning January of 2016. As a result of the RFP, Advanced Disposal was awarded the contract for solid waste and recyclable pick up for the Village. The Village Board selected a ten (10) year contract that included carts for both solid waste and recyclables provided by the contractor, Advanced Disposal.

As a result of the Village Board's decision, a contract has been prepared for Advanced Disposal by the Village Attorney, Mr. Tim Pruitt. A copy of the contract is attached.

**FISCAL IMPACT:** The Village of Mount Pleasant currently pays \$106,539.59, per month, for solid waste and recyclable pick up. This is based on 8,937 Village units. According to the new contract, the Village could be charged as much as 104,594.49 per month. This figure is based on 10,449 Village Units.

**RECOMMENDATION:** The Finance/Legal/License committee should recommend that the Village Board approve the proposed contract with Advanced Disposal.

**PREPARED BY:** Kurt Wahlen  
Village Administrator

**DATE:** September 4, 2015

VILLAGE OF MT. PLEASANT

# Municipal Solid Waste and Recycling Contract

---

Advanced Disposal Services Solid Waste  
Midwest, LLC

Solid Waste and Recycling collection and disposal contract made between the Village of Mt. Pleasant, WI and Advanced Disposal Services Solid Waste Midwest, LLC.

**VILLAGE OF MT. PLEASANT**

**EXCLUSIVE SOLID WASTE & RECYCLABLES COLLECTION & DISPOSAL CONTRACT**

**THIS CONTRACT** (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Mt. Pleasant, Wisconsin (hereinafter called “Village”) and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter called “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Village recognizes that it is desirable that provisions be made for the regular and efficient collection of Solid Waste and Recyclables within the legal boundary limits of the Village; and,

**WHEREAS**, the Village desires that an independent contractor be utilized to perform Solid Waste and Recyclables collection services within the legal boundary limits of the Village and further desires to enter into a contract granting the Contractor the right to collect Solid Waste and Recyclables within the Village limits.

**NOW, THEREFORE**, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Village hereby grants to Contractor and Contractor hereby accepts from Village, the right and obligation to collect and dispose of residential Solid Waste and Recyclables accumulating in the normal course within the legal boundary limits of the Village during the term hereof and subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

A. **“Approved Container”** shall mean the thirty-two (32) gallon or ninety-five (95) gallon Solid Waste and Recyclables carts provided by the Contractor.

B. **“Contractor”** shall mean Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company.

C. **“Household Unit”** shall mean all single-family residences, apartments up to eight (8) units, or condominium units, such that a single family dwelling shall be counted as one Household Unit, a two family dwelling shall be counted as two Household Units and so on. Multifamily Dwelling units, businesses and industries shall not be included in this Contract.

D. **“Multi-Family Dwelling”** shall mean a residential dwelling unit consisting of nine or more residential dwelling units, and shall not be subject to this contract.

E. **“Recyclables”** shall mean single stream recycled materials limited to plastics (#1-#7), glass containers, cardboard, newspaper, mixed paper, tin, steel and aluminum cans.

F. **“Solid Waste”** shall mean municipal solid waste materials generated in the normal and ordinary course by Household Units within the Village. The term “Solid Waste” specifically excludes special waste, hazardous waste or other types of materials which require special handling and disposal. Household Units shall dispose of all solid waste in Approved Containers.

G. “**Bulk Waste**” shall mean include, but is not limited to, furniture, rolled carpeting (4ft maximum length), lumber (4ft maximum length), cabinets and/or countertops, mattresses/bed springs, non-metal doors, wood windows.

H. “**Village**” shall mean the Village of Mt. Pleasant, a Wisconsin municipality.

2. **Term:** The term of this Contract shall commence January 1, 2016, (the “Commencement Date”) and expires December 31, 2025, (the “Initial Expiration Date”). This Contract shall be automatically renewed for an additional term of one (1) year unless either party provides the other party with written notice via certified mail, of its intent not to renew at least ninety (90) days prior to the Initial Expiration Date. The rates Contractor shall charge and the Village shall pay, and any changes to the scope of services provided by Contractor during the one (1) year renewal term will be negotiated and agreed to in writing by both parties prior to the start of the renewal term. Notwithstanding the above, on or after January 1, 2021, this Contract may be terminated by either party without cause upon one (1) year written notice via certified mail. Termination of the Contract for cause is subject to the provisions of Paragraphs 21 and 22.

3. **Collection Services:** The Village hereby grants to Contractor the right, and Contractor hereby accepts the obligation, to collect, transport and dispose of Solid Waste and Recyclables generated by Household Units within the legal boundary limits of the Village as its legal limits may be modified from time to time by annexation during the term of this Contract (collectively the “Collection Services”). Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish the work herein described. Contractor shall establish and maintain collection routes in an efficient manner. In the event an eligible Household Unit enters into a contract for collection services with an entity other than the Contractor, the Village shall remain responsible for payment to the Contractor for the Household Unit Count set forth in Paragraph Twelve (12).

4. **Solid Waste and Recyclables Collection:** All Solid Waste and Recyclables subject to collection by Contractor hereunder shall be placed in Approved Containers at curbside by the Household Unit. Solid Waste or Recyclables placed outside the Approved Container shall not be collected. On collection day, Household Units shall provide unobstructed access to the Solid Waste and Recyclables containers. Contractor shall be responsible for and shall clean up any materials spilled by Contractor in the course of its collection. The Household Unit shall be responsible for and shall clean up any materials spilled not as a result of Contractor’s collection.

4.A. Roadways and private driveways within condominium developments of the Village may not meet public construction or right-of-way standards. Therefore, the contractor will be expected to execute the Village-supplied "Waiver of Liability for Provision of Enhanced Solid Waste Collection Services on Private Roads and Other Private Property" before conducting business on said properties. The Village shall supply Contractor with a list of the Village's condominium units. Otherwise, Village residents within the particular condominium association or development shall be required to transport their solid

waste and recyclables to the nearest public roadway adjoining the condominium development where the contractor shall then pick up the solid waste and recyclables.

In lieu of using individual carts for condominium units, the Contractor may offer dumpster service for any eligible Condominium subject to collection hereunder. Contractor shall work with owner or agent to determine proper container size and frequency to ensure volume needs are met. The cost of said dumpster service shall not be the responsibility of the Village, but the Village shall still remit payment according to the rates set forth on Exhibit 1. The Contractor may also offer dumpster services to Multi-Family Dwellings, businesses, and industries that are not covered by this Contract.

4.B. Contractor shall provide up the drive collection services (“Non-Curbside Service”) to Disabled Persons as identified by the Village who are physically unable to place the Approved Container(s) at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. Contractor shall provide Non-Curbside Service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided, the Contractor will be responsible for moving the Cart(s) from a visible location in front of the Household Unit or Garage, taking them to the Contractor’s collection vehicle to empty and then returning the Cart to the original location. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

4.C. Contractor shall provide municipal services at no additional cost to the Village at the following locations: Fire Station #8, Fire Station #9, Fire Station #10, Police Department, DPW, and Compost Site per Exhibit 2.

5. **Bulk Waste Collection:** All Bulk Waste subject to collection by Contractor hereunder shall be placed roadside or curbside by the Household Unit. Household Unit must contact Contractor directly to arrange for payment and schedule collection. Rates for collection are shown per Exhibit 3.

6. **Equipment and Time of Pickup:** Solid Waste collection shall occur between 6:00 a.m. and 6:00 p.m., once every week, Monday through Friday. Recyclables collection shall occur on the same day as Solid Waste collection once every other week. Contractor’s equipment shall be clearly marked with Contractor’s name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of any materials onto the public streets or properties adjacent thereto. Any collections that have to be cancelled due to inclement weather will be collected on the following business day.

7. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste collected hereunder to the Contractor's designated disposal site. Fees for disposal are included in the rates set forth in Article 8. In the event the cost of disposal at such facility increases or the facility is not available for disposal, or the Village designates a different facility, then any increase in costs hereunder shall be the responsibility of the Village, and will be passed on as incurred.

8. **Disposition of Recyclables:** Contractor shall deliver all Recyclables collected hereunder to the facility of Contractor's choosing for processing. All proceeds from the sale of the Recyclables, if any, shall be credited to the Village based on the following, less the processing fee. Contractor shall provide monthly evidence of the "Yellow Sheet" pricing and processing fee.

A. Mixed Paper and Corrugated (OCC) values will be based on first monthly Yellow Sheet pricing published by the Official Board Market. The "low-side" rate for the Chicago region shall be used for each month.

B. Container values will be based on the first monthly Waste and Recycling News. The "average" rate for the Chicago region shall be used for each month.

i. Steel cans (densified)

ii. Aluminum cans (baled)

iii. Plastic Natural HDPE (baled)

IV. Plastic Colored HDPE (baled)

v. Plastics 3-7 (market value/charge)

VI. Glass (market value/charge)

vii. Aseptic packaging (market value/charge)

C. Processing fee of Sixty (\$60.00) Dollars per ton.

9. **Rates:** The monthly rates for collection and disposal of Solid Waste, and the collection and processing of Recyclables provided by Contractor are set forth per Exhibit 1.

10. **Rate Adjustments:** The rates set forth in Exhibit 1 shall further be increased to reflect any additional taxes, fees or assessments incurred by the Contractor as a result of collecting and disposing of any recyclables or solid waste as those terms are used in this agreement. In the event the Contractor is required to pay any such additional taxes, fees or assessments, the Contractor shall provide the Village with written notice identifying the amount of the additional taxes, fees or assessments and the effective date on which those taxes, fees or assessments will result in an increase in the contract price. The Village may, within thirty (30) days after receipt of written notice from the Contractor identifying any proposed increase in the contract price, dispute the proposed increase in accordance with the dispute resolution process provide in section 22 of this agreement.

11. **Contractor Provided Carts:** Contractor will provide one (1) 95 gallon Solid Waste cart and one (1) 95 gallon Recyclables cart for each Household Unit included in the Household Unit Count at no cost to the Household Unit or the Village. Contractor will replace, without cost, any carts damaged by Contractor during the collection process. Any carts damaged by a Household Unit beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged and billed to the Village at a rate of seventy-five dollars (\$75) per Approved Container. All containers furnished by Contractor for use by Household Units shall, while in the possession and control of the Household Unit, remain the property of Contractor, and neither the Household Unit nor the Village shall have any ownership rights to such containers. Household Units shall use the containers only for the purpose for which they are intended and shall not make any alterations or improvements to the containers.

11.A. For Condominiums or apartments, Contractor may provide thirty-two (32) gallon carts or ninety-five (95) gallon carts for Solid Waste and Recyclables collection. In lieu of individual carts, dumpster service may be offered to Condominium Associations in accord with Paragraph 4A.

12. **Payment to Contractor:** Contractor shall submit invoices directly to the Village on a monthly basis for its services rendered hereunder based on the number of Household Units within the Village. As of the commencement of this Contract, the number of Household Units within the Village is approximately \_\_\_\_\_ units, subject to verification by Contractor (the "Household Unit Count") based on the address list provided by the Village and the Approved Containers delivered. Thereafter, the Household Unit Count shall be audited from time to time by the Contractor and/or Village, accounting for any new or removed Household Units. In the event of any dispute regarding the Household Unit Count, a physical unit count of the number of Household Units within the Village shall govern. The Village shall pay Contractor the full amount invoiced, regardless of the amount actually collected by Village from the Household Units, within 30 days of the date of the invoice.

13. **Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues. As such, Contractor shall provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding Collection Services provided by Contractor. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receipt of the complaint by Contractor.

14. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law prior to the Commencement Date for the performance of the services contemplated herein. Any increases in the costs of such licenses and permits, or the cost of any newly required license or permit during the course of this Contract will be the responsibility of the Village and will be billed by Contractor as incurred.

15. **Indemnification, Insurance and Performance Bond:** Contractor shall defend, indemnify and hold harmless the Village, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the Village, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the Contract.

Contractor shall, at its sole expense, maintain in effect at all times during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such coverage shall be primary. Prior to execution of the contract, the Contractor shall furnish to the Village a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the Village, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the Village have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.00

Auto Liability for bodily injury and property damage: \$5,000,000.00

Environmental Impairment Liability or Pollution Liability with coverage of at least \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate.

The contractor shall provide the Village, in order to assure performance of the Contract during its term, a bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the Village.

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

17. **Legal Holidays:** The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. During a week with a holiday, if the normally-scheduled collection day falls on or after the Holiday, the Contractor shall provide Collection Services on the next day, including Saturday.

18. **Force Majeure:** If, and to the extent Contractor is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, riots, or other causes beyond its control (a “Force Majeure Event”), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default. The Village shall not be in breach of this Contract for failing to pay under Article 12. in the event solid waste or recyclable pick up has ceased for more than one (1) week, and may utilize other waste/recycling contractors during the period of any delay under this Paragraph.

19. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

20. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

**If to the Village:**

Village of Mt. Pleasant  
Attn: Village Administrator  
8811 Campus Drive  
Mt. Pleasant, WI 53406

**If to the Contractor:**

Advanced Disposal Solid Waste Midwest, LLC  
Attn: Municipal Market Manager or General Manager  
W144 S6350 College Ct.  
Muskego, WI 53150

21. **Default:** If either party breaches this Contract or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract as of any date which said other party may select provided it is at least forty-five (45) days after the thirty (30) days in which the defaulting party has to cure or commence curing the breach or default; or (ii) pursue any other legal right or remedy available to the non-breaching or defaulting party as provided in section 22 of this agreement. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative.

22. **Dispute Resolution:** The parties agree to participate in good faith mediation to resolve any dispute, claim or controversy (“Disputes”) arising out of or relating to this Contract. If the Dispute is not resolved by negotiation within thirty (30) days, the matter will be submitted to the American Arbitration Association (“AAA”), or its successor, for mediation. The parties agree to participate in mediation in good faith, and shall share equally in its costs. If the matter is not resolved through mediation, then either party may initiate action in Wisconsin Circuit Court, Racine County, Wisconsin for the purpose

of resolving the dispute. Notwithstanding anything herein to the contrary, the Contractor shall be required to comply with the requirements of Wis. Stat. § 893.80 prior to initiating any action or proceeding arising out of, or relating to this Contract.

23. **Miscellaneous:**

a. **Applicable Law.** This Contract is to be construed according to the laws of the State of Wisconsin. Both parties agree that venue for any litigation involving this Contract shall be in the Circuit Court for Racine County exclusively.

b. **Severability.** If any term, covenant, condition or provision of this Contract shall be construed to be illegal, invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and the illegal, invalid or unenforceable term, covenant, condition or provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other terms, covenants, conditions or provisions of this Contract shall continue in full force and effect.

c. **Reports.** At the Village's request, Contractor shall prepare periodic reports consisting of a summation of the amount of materials collected pursuant to this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed on the day and year first above written.

**The Village of Mt. Pleasant, WI**

BY: \_\_\_\_\_ Village President                      Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_ Village Clerk                      Date \_\_\_\_\_

**Advanced Disposal Services Solid Waste Midwest, LLC**

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

Its \_\_\_\_\_

**New Operator Licenses – FLL – December 9, 2015**

**The Finance, Legal, License Committee recommends the granting and issuance of the following operator licenses for December 1, 2015 – June 30, 2017**

**New Operator Licenses for December 1, 2015 – June 30, 2017**

Isetts, Sarah	5126 County Line Road	Mt Pleasant, WI 53403
Rice, Samuel	1417 S 88 <sup>th</sup> St	West Allis, WI
Schielie, Audrey	134 Main Street, #419	Racine, WI 53403