



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, SEPTEMBER 27, 2022
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on September 12th, and 13th, 2022.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Resolution 22-11 Authorizing Amendments to \$4,180,000 Community Development Authority of the Village of Sussex, (Wisconsin) Redevelopment Revenue Refunding Bonds, Series 2013 (Lauterbach Group Project) Issued on September 10, 2013.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Resolution 22-09 Providing for the Exemption from the 2022 Waukesha County Library Tax.
 - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Resolution 22-10, Adopting the Waukesha County All Hazzard Mitigation Plan.

6. Staff Reports on upcoming events, projects, future agenda items and scheduled meetings.
7. Comments from citizens present.
8. Old Business.
 - A. Recommendation and possible action on Refuse and Recycling Services Contract with LRS
9. New Business.
 - A. Consideration and possible action on Intermunicipal Agreement Between Sussex and Lannon for Utility Maintenance Services.
10. Consideration and possible action on resignations and appointments.
11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 262-246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE SUSSEX VILLAGE BOARD
AND ARE SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Budget Meeting
September 12, 2022**

1. Roll Call

The meeting was called to order by President LeDonne at 5:30 p.m.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Ron Wells, Stacy Riedel, and President Anthony LeDonne.

Members excused: Trustee Benjamin Jarvis

Also present: Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy Anderson, Finance Director Nancy Whalen, Clerk/Treasurer Jennifer Moore, Parks and Recreation Director Halie Dobbeck, Community Development Director Gabe Gilbertson, Library Director Adele Loria, Police Captain Lisa Panas, Fire Chief Kris Grod, and Finance Cand Personnel Evaluation Committee member Michael Carlson.

2. Introduction and discussion on 2023 Budget

Mr. Smith presented the 2023 base budget proposal.

3. Adjournment

Motion by LeDonne, seconded by Zoellick to adjourn at 6:32 p.m.

Motion carried 7-0

Respectfully submitted,

Jennifer Moore
Clerk/Treasurer

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**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
September 13, 2022**

1. Roll Call

President LeDonne called the meeting to order at 6:00pm.

Members present: Stacy Riedel, Lee Uecker, Greg Zoellick, President Anthony LeDonne, Ron Wells,
and Scott Adkins

Members excused: Trustee Benjamin Jarvis

Also present: Administrator Jeremy Smith, Assistant Administrator Kelsey McElroy-Anderson,
Attorney John Macy, Clerk Jennifer Moore, and members of the Public

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

Motion by Wells seconded by Zoellick to approve the August 23, 2022 Village Board meeting minutes
as presented. Motion Carried 6-0

4. Communications and Public Hearings

A. Village President Report.

9/20 – 5:30pm Community Development Authority meeting

6:00pm Public Safety meeting

6:30pm Plan Commission meeting

9/21 – 6:30pm Library Board

9/22 – Pints in the Park and fireworks

9/26 – 7:00am brush collection

5:30pm Budget workshop

5. Committee Reports

A. Finance and Personnel Committee

1. Motion by Adkins, seconded by Uecker to approve the August Check Register and P-
card Statement in the amount of \$2,843,844.11 Motion Carried 6-0
2. Motion by Adkins, seconded by Riedel to approve the August Ace Hardware purchases
in the amount of \$532.02. Motion Carried 5-0

3. Motion by Adkins, seconded by Riedel to approve an Operator's License for Harold Link. Motion Carried 6-0
4. Motion by Adkins seconded by Uecker to approve a Class B fermented malt beverage and Reserve Class B liquor license for El Jimador Mexican Grill, LLC, Agent Antonio Leon Porras. Motion Carried 6-0
5. Motion by Adkins seconded by Zoellick to approve Resolution 22-08 Providing for the Sale of Approximately \$2,280,000 General Obligation Promissory Notes, Series 2022B. Motion Carried 6-0

B. Public Works Committee

1. Motion by Adkins, seconded by Uecker to approve the August invoices in the amount of \$48,771.75. Motion Carried 6-0
2. Motion by Adkins, seconded by Wells to approve the Hydrant Maintenance Easement made between Wilshire Drive Property LLC and the Village of Sussex for the Courtyard at Sussex senior housing. Motion Carried 6-0
3. Motion by Adkins, seconded by Zoellick to approve the purchase of the John Deere 6110 tractor and Tiger mower from Proven Power Inc. for \$144,578.93. Motion Carried 6-0
4. Motion by Adkins, seconded by Riedel, to approve the Highlands Stormwater Easement between Sussex Corporate Park II LLC and the Village of Sussex. Motion Carried 6-0
5. Motion by Adkins, seconded by Wells to approve the use of certain sections of village property for use by the Sussex Sled Bugs Snowmobile Club, Inc. for the 2022-2023 season. Motion Carried 6-0

6. Staff Reports

- A. Assistant Administrator McElroy-Anderson
 - a. Community Chat September 22 at Pints in the Park
 - b. Curbside brush collection begins at 7:00am 9/26 – one pass, brush only
- B. Administrator Smith
 - a. Great Touch a Truck turnout – thank you to staff and attendees
 - b. Largest registration for dance
 - c. Water main break at connection from town and school district. Repair should be done overnight on Thursday – warranty repair
- C. Attorney Macy – report on current court cases
 - a. Disabled Voters Entitled to Absentee Ballot Assistance
 - b. Sex Offender Ordinances
 - c. Rezoning is a Legislative Decision
 - d. Temporary Limited Easements Not Compensable
 - e. Private Employer cannot block disclosure of record involving former employee
- D. Clerk Moore

Nothing to report

7. Comments from citizens present

No one present wished to speak.

8. Old Business

A. Motion by Wells, seconded by Adkins to shade structure at the Grove. (Zoellick voted no)

Motion Carried 5-1

9. New Business

None

10. Consideration and possible action on resignations and appointments

None

11. Adjournment

Motion by Adkins seconded by Zoellick to adjourn at 6:37pm.

Motion Carried 6-0

Respectfully submitted,
Jennifer Moore
Village Clerk



N64W23760 Main Street
Sussex, Wisconsin 53089
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MEMORANDUM

To: Village Board
From: Jennifer Moore, Village Clerk
Re: Village Board Meeting- September 27, 2022
Date: September 22, 2022

4.A. Village President Report- report on meetings attending and upcoming communications.

5.B.1. Resolution No. 22-11, A Resolution Authorizing Amendments To \$4,180,000 Community Development Authority Of The Village Of Sussex, (Wisconsin) Redevelopment Revenue Refunding Bonds, Series 2013 (Lauterbach Group Project) Issued On September 10, 2013. A Public Hearing was held as required and this resolution is recommended for approval by the Community Development Authority at their meeting on September 20, 2022. The Bonds needed to be amended as the banking industry has changed how it determines its benchmark interest rates away from LIBOR. Please see the Resolution for more information.

5.D.1. The Pauline Haass Public Library Board recommends approval of Resolution 22-09 Providing for the Exemption from the 2022 Waukesha County Library Tax. The Village annually passes this Resolution to allow Village taxpayers to be exempted from the County Library Tax. It confirms that the Village tax rate to support the Library exceeds that of the County Library Tax rate. Please see the Resolution for more information.

5.F.1. Staff recommends approval of Resolution 22-10, A Resolution to Adopt the Waukesha County All Hazard Mitigation Plan. This plan includes emergency government mitigation plans for all Waukesha County communities. The Village adoption of the plan allows the Village to be eligible for Federal grants related to emergency preparedness and mitigation. Please see the Resolution and plan for more information.

8.A. Staff recommends approval of the Refuse and Recycling Services Contract with Badgerland LRS. Due to price increases for tire recycling staff also recommends elimination of the tire drop off day beginning in 2023 as residents can recycle 2 tires per month up to 6 in one year for free as part of the bulk item pick-up garbage service. For more information, please see the memo from Public Works Director Judy Neu.

9.A. Staff recommends approval of the Intermunicipal Agreement Between the Village of Sussex and Village of Lannon for Utility Maintenance Services. The Village will begin this service starting October 1 by providing approximately 20 hours per week of utility maintenance for their distribution system (excluding well operations). The Village will receive \$4,160 per month for a base fee plus any direct expenses or additional hours and overtime hours will be fully compensated by Lannon to the Village. This will allow the Village to add an additional public works employee in 2023 for expanded work needs in the Village as well. The contract is a full cost recovery model contract and will run for 5 years. Please see the agreement for more information.

VILLAGE OF SUSSEX, WISCONSIN

RESOLUTION NO. 22-11

RESOLUTION AUTHORIZING AMENDMENTS TO
\$4,180,000 COMMUNITY DEVELOPMENT AUTHORITY OF
THE VILLAGE OF SUSSEX, (WISCONSIN)
REDEVELOPMENT REVENUE REFUNDING BONDS,
SERIES 2013 (LAUTERBACH GROUP PROJECT)
ISSUED ON SEPTEMBER 10, 2013

WHEREAS, in a resolution adopted on September 20, 2022, by the Community Development Authority of the Village of Sussex (the “Authority”), the Authority authorized amendments to the \$4,180,000 Community Development Authority of the Village of Sussex, (Wisconsin) Redevelopment Revenue Refunding Bonds, Series 2013 (Lauterbach Group Project) (the “Bonds”) which were issued on September 10, 2013 for the purpose of refunding the \$6,500,000 Community Development Authority of the Village of Sussex, (Wisconsin) Variable Rate Demand Redevelopment Revenue Bonds, Series 2008 (Lauterbach Group Project); and

WHEREAS, the recommended policies of the Authority require that the Village Board of the Village approve the amendment and reissuance of the Bonds; and

WHEREAS, the Bonds will not be a general obligation or indebtedness of the Authority within the meaning of any state constitutional provision or statutory limitation and will not constitute or give rise to a pecuniary liability of the Authority or a charge against the Authority’s or the Village’s general credit or the Village’s taxing powers, but shall be payable solely from the payments and other revenues derived from the Borrower as described in the Authority’s resolution; and

WHEREAS, it is hereby found and determined to be in the best interests of the Village and in furtherance of the Authority’s redevelopment objectives for the Authority to proceed with amendment and reissuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sussex, Wisconsin, as follows:

Section 1. Approval. The amendment and reissuance of the Bonds by the Authority is hereby approved.

Section 2. Reissuance of Bonds. The Authority shall proceed to reissue the Bonds in the form and upon the terms set forth in the First Amendment to Bond Agreement to be entered into by and among the Authority, the Borrower, BMO Harris Bank N.A., as Original Purchaser, and BMO Harris Bank N.A., as successor Trustee.

Dated: September 27, 2022.

VILLAGE OF SUSSEX, WISCONSIN

By: _____
Anthony J. LeDonne, Village President

By: _____
Jennifer Moore, Village Clerk

CERTIFICATION BY VILLAGE CLERK

I, Jennifer Moore, being first duly sworn, hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sussex, Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of the Village and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

RESOLUTION AUTHORIZING AMENDMENTS TO
\$4,180,000 COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF SUSSEX,
(WISCONSIN) REDEVELOPMENT REVENUE REFUNDING BONDS, SERIES 2013
(LAUTERBACH GROUP PROJECT) ISSUED ON SEPTEMBER 10, 2013

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board at a meeting held at Village Hall, N64 W23760 Main Street, Sussex, Wisconsin, at _____ p.m. on September 27, 2022. Said meeting was a regular meeting of the Village Board and was held in open, public session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Village of Sussex.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by

_____ and seconded by _____. Following discussion and after all trustees who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAIN OR NOT VOTING:

_____	_____
_____	_____

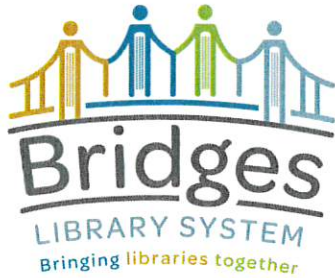
WHEREUPON, the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 27th day of September, 2022.

VILLAGE OF SUSSEX, WISCONSIN

[SEAL]

By: _____
Jennifer Moore, Village Clerk



741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Chief Elected Officials/Administrators in Municipalities with Libraries, Library Directors
From: Karol Kennedy, Bridges Library System Director
Re: Waukesha County Library Tax Exemption Notice
Date: August 18, 2022

Annually Waukesha County sets a special levy for library services. The funds are distributed to the county's public libraries to compensate them for use by non-residents. State law (ss. 43.64(2) Wisc. Statutes) provides that municipalities with libraries may avoid double taxation and exempt themselves from this special levy if they meet certain conditions:

- Exempting library municipalities must levy and expend an amount equal to or greater than the mill rate set by Waukesha County in the preceding year with the exception of joint libraries whose participating municipalities have an alternate option for exempting which is to levy and expend an amount not less than the average of the previous 3 years (ss.43.64 (2)(c)).
- Exempting library communities are required to provide written notification to the county annually.
- The County Code requires that the notification be from the **local governing body** rather than from the clerk alone.
- The County Code also requires a deadline of September 30 so that the County Executive Budget available to supervisors and the general public can properly reflect the county library taxation levels in the Adopted Budget in November.
- Exempting communities must also have a library that meets or exceeds minimum service levels and quality assurance standards (as revised by the new county library plan and formally adopted by the Waukesha County Board of Supervisors in 2022) which are certified by the library board. (The libraries have already received their standards certification letters.)

If you would like to exempt your municipality from the Waukesha County library tax, the form (on page 2), ***Request for Exemption from Waukesha County Library Levy 2022 Tax for 2023 Purposes*** must be completed, approved by the Municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2022. A copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements is also required. Email submission is acceptable as long as the form includes the actual signature.

Thank you for providing library services to our citizens. Strong libraries build strong communities and your commitment to support your library is vital and valued!

**Request for Exemption from Waukesha County Library Levy
2022 Tax for 2023 Purposes**

Name of Community:

Name of library:

We recognize that, pursuant to 43.64 of Wisconsin Statutes, to obtain an exemption from the 2022 county library levy for 2023 purposes, the municipality must certify that during budget year 2023, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.229096 per \$1,000 Equalized Value.

In the case of a joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2023, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

We further recognize that, pursuant to state law, listed funding must be only from municipal sources, not the entire library budget. Reported amounts must exclude fines, fees, and other revenues. Capital expenditures are excluded as well.

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of \$0.229096 per \$1,000 of the actual state Equalized Value amount for the community that was published by the state on August 9, 2022 or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2022 Waukesha County library levy.

Name and Title of Person filling out this form:

Signature

Date

This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2022.

Send to:

Bridges Library System

741 N. Grand Avenue, Suite 210

Waukesha, WI 53186

Or email to kkennedy@bridgeslibrarysystem.org



741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Pauline Haass Public Library Board of Trustees
From: Karol Kennedy, Bridges Library System Director
Re: Waukesha County Library Standards Certification
Date: July 7, 2022

Wisconsin Statute 43.64(2) allows Waukesha County municipalities that tax their residents for libraries the opportunity to exempt their residents from the county library levy if two criteria are met:

- 1) The municipal tax rate for library services is equal to or greater than the rate of the county library tax, and
- 2) The library meets or exceeds the Waukesha County adopted library standards.

Exemption from the county library tax, therefore, includes two distinct actions. The municipality action required is a certification of its library tax rate. That process begins when I send out a communication to the municipality after the state releases its official Equalized Assessed Values in mid-August.

The library action requires the library board to review the information in this letter and certify the library's compliance with the various standards by completing the form beginning on page 2 of this document and returning it to the Bridges office by August 31, 2022.

The Waukesha County Board approved the updated county library standards in April of this year. All 16 library boards in the county have since endorsed these standards. More information is available here: <https://bridgeslibrarysystem.org/waukesha-county-planning-committee-2016-act-150/>. There are numeric *Minimums to Exempt* as well as *Quality Assurance Items* in the standards. This letter includes your library's specific standards-related requirements.

Please complete the documentation on pages 3-4 and then complete the *Library Board Certification of Eligibility for Exemption from County Library Tax* on page 5. Please **scan and send all pages (with signatures on page 5) to me via email by August 31**. This form constitutes your library's certification for compliance with the library standards portion required for exemption from the Waukesha County library tax levy.

Thank you for providing outstanding library services to the citizens of Waukesha County!

Step 1. Review your Library's Library Service Effort Ratio (LSER) Calculation

There is a provision in the Waukesha County Plan that allows a library to qualify for the exemption without meeting the *Minimums to Exempt*. If a library can demonstrate its ability to provide for most of the needs of its own resident by reaching its targeted Library Service Effort Ratio (LSER), it is allowed to exempt from the county library tax without meeting the numeric *Minimums to Exempt*.

The LSER is calculated as follows:

- Lending by your library to your own residents: 113,739
- PLUS lending to other library community's residents: 66,446
- DIVIDED by total circulation by your residents at all county libraries: 125,232

Your library's LSER is shown in Table 1 below.

Table 1.

Pauline Haass/Sussex 's Library Services Effort Ratio (LSER)		Eligible for Exemption Based on LSER?
Target	Actual	Pass?
90%	143.88%	Yes

If your LSER ratio is higher than your listed target rate, you will see a "Yes" in Table 1 above and may skip to step 3 on this form. Please note, even if there is a "Yes" listed above, you are encouraged to complete step 2 for the purposes of assessment. However, if your LSER is higher than your required target, step 2 is not required for the purposes of meeting the minimum for the standards portion of the county library tax exemption. If there is a "No" in Table 1 for your library, you must complete step 2. All libraries must complete step 3.

Step 2: Compare your Library's previous year's data to your Library's *Minimums to Exempt*

Please review the data below gathered from your library's 2021 state annual report and indicate whether your library will meet its minimum requirements in 2022.

Please circle "Yes" or "No" in the last column in Table 2. **(Completing this table is required if LSER = "No" in step 1.)**

Table 2.

Library	Pauline Haass/Sussex		2020 Municipal Population	11,373
Category	Minimum to Exempt	Library Actuals from 2021 annual report	Met Minimum during 2021?	Will Meet Minimum in 2022? (Circle one)
Materials Expenditures/Capita	\$5.88/capita	\$10.78/capita	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No
Number Hours Open/Week	55	55	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No
Budgeted Staff in FTE	10.20	14.87	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No
Collection Size	75,000	94,451	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No
Public Computers/Internet Access Devices	6	13	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No
Wireless Internet Access	Yes	Yes	Yes	<input checked="" type="radio"/> Yes <input type="radio"/> No

Step 3. Review and Report on Quality Assurance Standards for Pauline Haass Public Library

Review each item and circle "Yes" or "No" in Table 3 below. **(Completing this Table is required regardless of LSER ratio.)**

Table 3.

Quality Assurance Standards	Library Assurance for 2022 (circle one)
Library board member orientations are provided	Yes No
Library website includes key board/staff contact & meeting info	Yes No
Library board conducts director performance evaluation	Yes No
Library budgets for professional development	Yes No
Library has active strategic plan	Yes No
Library has a current circulation policy	Yes No
Library has a current collection management policy	Yes No

Policies are considered current if they have been adopted or reviewed within the last five years.

Please attach narrative for any items for which the library circles "No" and describe steps planned to address the area(s) of non-compliance. Note: For each item in tables 2 and 3, libraries are able to select "No" one time during the annual certification process for the five-year planning period.

If your library has circled "No" for an item in a previous year in tables 2 or 3, circling "No" a second time for that same item may result in the loss of ability for the municipality to exempt its residents from the county library tax.

Library Board Certification of Eligibility for Exemption from County Library Tax

I certify that the library board's responses related to the *Minimums to Exempt and Quality Assurance Standards* were approved by the library board and reflect the library's plan of service for 2022.

Name of Library	Pauline Haass Public Library
Date Form Completed:	
Library Board President Name:	
Library Board President Signature:	
Library Director's Signature:	

This form (pages 1-5) must be completed, signed, and submitted to the Bridges Library System no later than **August 31, 2022**.

Calculation of *Minimum to Exempt* Standards

The data used in the calculation of each of the Waukesha County numeric *Minimum to Exempt* Standards is included below.

Material Expenditures per Capita

- Amount entered in section VI. Library Operating Expenditures, 3e (Library Collection Expenditures) of library annual report
- Database charges
- Flipster charges
- Overdrive Advantage charges
- Total expenditures in above categories are divided by the community's municipal population

Number of Hours Open per Week

- Average hours open per week during the school year (38 weeks), as reported in annual report

Budgeted Staff in FTE

- Amount entered in section X. Staff, 2c (Total Library Staff FTE) of library annual report

Collection Size

- Amounts entered in section II. Library Collection of library annual report
 - 1a. Books in Print
 - 3a. Audio Materials
 - 5a. Video Material
 - 7a. Other Materials Owned

Public Computers/Internet Access Devices

- Amount entered in section III. Library Services, 6b. (Number of Public Use Computers with Internet Access) of library annual report

Wireless Access

- For many years all libraries have reported wireless access is available. Unless a library reports otherwise, the assumption will be that this is continued from year to year.

Physical aspect of library shouldn't be overlooked

During finals season, librarians at the Oconomowoc Public Library walked into one of the library's meeting rooms and found a message written on the whiteboard. "To: Library Employees," it said. "Thanks for letting us use the space. We are going to ACE our exam because of you!" It was signed with a heart by local students.

As author Zadie Smith once wrote, "What a good library offers cannot be easily found elsewhere: an indoor public space in which you do not have to buy anything in order to stay."

While so much has gone digital these days, the value of free spaces to gather and connect with those who live and work alongside us is crucial to the success of our communities. Libraries are one of the few physical places that offer this opportunity in our society. A work-from-home spot. A teen hangout space. A study room. These physical areas are as necessary as the books on the shelves.

At the Pauline Haass Public Library in Sussex, "Homeschool groups regularly meet here to hold art classes, presentations and other things of that nature," said librarian Becca Werginz.

Other clubs that meet at the library include a quilting group, youth sports, dance groups and more.

After the Muskego Public Library updated its study rooms with new lighting and furniture, "We have people coming in to use the new, cozier spaces for zoom work meetings and even job interviews," said librarian Courtney Metko.

A place to cool off, literally

Libraries also serve as a physical safe space for people of all ages, from students coming after school to those without air conditioning. For example, many Waukesha County libraries are designated county cooling centers when the weather hits extreme temperatures.

"We recognize our role to be open and prepared to serve the community during weather and heat emergencies and power outages," said New Berlin Public Library director Natalie Beacom. "We have worked with our local Emergency Management Teams to make sure we have the equipment and supplies in check to ensure the library is a safe space for people to gather when in need."

Keeping busy and often historic buildings accessible for library users on a tight budget is an ongoing concern for library staff. In the last few years, public libraries in the Bridges Library System have completed accessibility scans to determine barriers to access. "Libraries are for people," said Angela Meyers, Inclusive Services coordinator of the Bridges Library System, "and we must ensure we are doing everything we can to make them readily accessible to everyone."

Renovations and updates have made the Butler Public Library space more welcoming. After the library purchased new handicapaccessible tables for one area, librarian Melissa Paap-DeYoung said, "That space was very rarely used and now there is always someone taking advantage of it."

When it comes to the impact of library spaces, quality matters just as much as quantity. It truly is the individual stories of how and why people come to the library that mean the most. "We had a library patron who used the public computers to complete her online bachelor's degree," said Werginz. "She took her graduation photos in the stacks to commemorate how important the library was to her education."

"What a good library offers cannot be easily found elsewhere: an indoor public space in which you do not have to buy anything in order to stay."

– **Zadie Smith**, author

RESOLUTION No. 22-09

RESOLUTION FOR EXEMPTION FROM 2022 WAUKESHA COUNTY LIBRARY TAX

- WHEREAS: The Village of Sussex funds the Pauline Haass Public Library so that it may serve Sussex, Lisbon and the customers of the Waukesha County Federated Library System,
- WHEREAS: The Village’s proportional share of the costs of the Pauline Haass Public Library is in excess of the County rate in the prior year of \$0.229096 per \$1,000 Equalized Value and
- WHEREAS: The Village must annually certify by the enactment of a resolution pledging that it will appropriate and allow the library to expend no less than a rate of \$0.229096 per \$1,000 times the actual State Equalized Value amount for the Village that was published by the State on August 9, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin that:

1. The Village Board hereby certifies that the Village will appropriate and allow the Pauline Haas Public Library to expend no less than a rate of \$0.229096 per \$1,000 times the actual State Equalized Value for the Village for 2023 in order to allow for the continued operation of the Library.
2. The Village is eligible for exemption from the County Library levy.
3. The Village Clerk is hereby authorized and directed to sign the “Notice of Exemption from Waukesha County Library Levy- 2022 Tax for 2023 Purposes” and to provide it to the Waukesha County Federated Library System as well as the Waukesha County Clerk for their records.

Adopted this 27th day of September, 2022

Anthony J. LeDonne, Village President

Jennifer Moore, Village Clerk



FEMA

August 25, 2022

Ms. Guenevere Drewes
State Hazard Mitigation Officer
Wisconsin Emergency Management
2400 Wright Street, P.O. Box 7865
Madison, WI 53707-7865

Dear Ms. Drewes:

Thank you for submitting the adoption documentation for the Waukesha County, Wisconsin Hazard Mitigation Plan. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Waukesha County plan met the required criteria for a multi-jurisdiction hazard mitigation plan and the plan is now approved for Waukesha County. Please submit the adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage Waukesha County and the participating jurisdictions to follow the plan's schedule for monitoring and updating the plan, and to continue their efforts to implement the mitigation measures. The expiration date of the Waukesha County plan is five years from the date of this letter. To continue project grant eligibility, the plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

Please pass on our congratulations to the participating jurisdictions for completing this significant action. If you or the communities have any questions, please contact Cadence Peterson at 312-408-5260 or at cadence.peterson@fema.dhs.gov.

Sincerely,

Julia McCarthy
Deputy Director
Mitigation Division

Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan Update

Executive Overview
July 2022

The Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan (Plan) was submitted to Wisconsin Emergency Management (WEM) and FEMA for review and approval in March of this year. FEMA guidance (Disaster Mitigation Act of 2000) requires that the Plan be updated every five years.

Waukesha County Emergency Management updated the 2016 Plan, which now includes 41 participating jurisdictions. The plan received FEMA's Approval Pending Adoption (APA) status on May 25, 2022. The county and participating jurisdictions must now adopt the plan, within one year of the aforementioned date, to have a FEMA-approved hazard mitigation plan and be eligible for funding through the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program.

The planning area for the hazard mitigation plan encompasses Waukesha County and includes the incorporated and unincorporated jurisdictional areas of the county.

Adoption of the Plan makes participants eligible to apply for grants funds, and FEMA requires that each participating partner adopt the plan by resolution.

The following represent key elements from the Plan update:

- This plan includes all federally required elements of a hazard mitigation plan:
 - A description of the planning process
 - The public involvement strategy
 - A list of goals and objectives

WHAT IS THIS PLAN?

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability and minimize post-disaster community disruption.

WHY IS THIS PLAN SO IMPORTANT?

Adoption of the Hazard Mitigation Plan makes participants eligible to apply for grant funds through the Building Resilient Infrastructure and Communities Program, Flood Mitigation Assistance Program and Hazard Mitigation Grant Program.

- A countywide hazard risk assessment
- Countywide mitigation initiatives
- A plan maintenance strategy

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

Volume 1 includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, mitigation strategy, and a plan maintenance strategy. The following appendices at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A - Notice of Endorsement & Adoption
- Appendix B - Public Outreach & Participation
- Appendix C - Mitigation Project Examples
- Appendix D - Federal Funding Sources and Programs
- Appendix E - Benefit-Cost Analysis Guidance
- Appendix F - Acronyms and Definitions

Volume 2 includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction.

- 41 total jurisdictions participated in the 2022 Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan.

Jurisdiction	Involvement
Waukesha County	Meetings; Mitigation Steering Committee Leadership; Mitigation Actions/Projects
Brookfield City	Meetings; Mitigation Actions/Projects
Delafield City	Meetings; Mitigation Actions/Projects
Muskego City	Meetings; Mitigation Actions/Projects
New Berlin City	Meetings; Mitigation Actions/Projects
Oconomowoc City	Meetings; Mitigation Actions/Projects
Pewaukee City	Meetings; Mitigation Actions/Projects
Waukesha City	Meetings; Mitigation Actions/Projects
Big Bend Village	Meetings; Mitigation Actions/Projects
Butler Village	Meetings; Mitigation Actions/Projects
Chenequa Village	Meetings; Mitigation Actions/Projects
Dousman Village	Meetings; Mitigation Actions/Projects
Eagle Village	Meetings; Mitigation Actions/Projects
Elm Grove Village	Meetings; Mitigation Actions/Projects
Hartland Village	Meetings; Mitigation Actions/Projects
Lac La Belle Village	Meetings; Mitigation Actions/Projects
Lannon Village	Meetings; Mitigation Actions/Projects
Menomonee Falls Village	Meetings; Mitigation Actions/Projects
Merton Village	Meetings; Mitigation Actions/Projects
Mukwonago Village	Meetings; Mitigation Actions/Projects

Nashotah Village	Meetings; Mitigation Actions/Projects
North Prairie Village	Meetings; Mitigation Actions/Projects
Oconomowoc Lake Village	Meetings; Mitigation Actions/Projects
Pewaukee Village	Meetings; Mitigation Actions/Projects
Summit Village	Meetings; Mitigation Actions/Projects
Sussex Village	Meetings; Mitigation Actions/Projects
Vernon Village	Meetings; Mitigation Actions/Projects
Wales Village	Meetings; Mitigation Actions/Projects
Waukesha Village	Meetings; Mitigation Actions/Projects
Brookfield Town	Meetings; Mitigation Actions/Projects
Delafield Town	Meetings; Mitigation Actions/Projects
Eagle Town	Meetings; Mitigation Actions/Projects
Genesee Town	Meetings; Mitigation Actions/Projects
Lisbon Town	Meetings; Mitigation Actions/Projects
Merton Town	Meetings; Mitigation Actions/Projects
Mukwonago Town	Meetings; Mitigation Actions/Projects
Oconomowoc Town	Meetings; Mitigation Actions/Projects
Ottawa Town	Meetings; Mitigation Actions/Projects
Lake Country Fire Dept	Meetings; Mitigation Actions/Projects
Eagle Springs Lake Management District	Meetings; Mitigation Actions/Projects
Western Lakes Fire District	Meetings; Mitigation Actions/Projects

- The **hazard identification and profiling** in the hazard mitigation plan addresses the following hazards considered to be of paramount importance within Waukesha County and listed in descending order of general risk to the county. It is important to note that the Disaster Mitigation Act of 2000 requires that all “**natural hazards**” be addressed in this plan. Hazard impacts were assessed in six categories: population exposure, catastrophic potential of the hazard, property damages, property exposure, future development trends, and economic potential of the hazard. The probability of occurrence of a hazard is indicated by a probability factor based on the likelihood of a “significant” incident occurring on an annual basis.

Hazard Event	Probability Factor	Sum of Weighted Impact Factors	Total (Probability x Impact)
Flooding	3	28	84
Tornadoes and High Winds	2	25	50
Winter Storms	2	24	48
Thunderstorms	3	15	45
Hail	3	13	39
Hazardous Materials Release	2	17	34
Extreme Cold	2	15	30
Utility Failure	2	15	30
Lightning	3	9	27

Earthquakes	1	24	24
Droughts and Dust Storms	2	10	20
Extreme Heat	2	10	20
Dam Failure	1	16	16
Forest and Wildfires	1	13	13
Political Hazard (Terrorism & Civil Disturbance)	1	13	13
Fog	2	6	12
Rail Transportation Incident	1	11	11

- One of the bedrock principles of emergency management is to approach issues from an all-hazards perspective. The planning committee used the all hazards approach to identify **mitigation goals** for the county and all of its municipalities. The purpose of the hazard mitigation plan is to identify hazard areas, assess the risks, analyze the potential for mitigation and recommend mitigation strategies, where appropriate. Potential mitigation projects will be reviewed using criteria that stress the intrinsic value of the increased safety for people and property in relation to the monetary costs to achieve this (i.e., a cost-benefit analysis). With that in mind, the planning goals for this entire plan, as determined by the mitigation planning committee are:

MITIGATION GOALS
<p>1. To preserve life and minimize the potential for injuries or death.</p> <ul style="list-style-type: none"> • Identify natural and manmade hazards that threaten life in Waukesha County.
<p>2. To preserve and enhance the quality of life throughout Waukesha County by identifying potential property damage risks and recommending appropriate mitigation strategies to minimize potential property damage.</p> <ul style="list-style-type: none"> • Implement programs and projects that assist in protecting lives by making homes, businesses, essential facilities, critical infrastructure, and other property more resistant to losses from all hazards. • Improve hazard assessment information to make recommendations for discouraging new development and encouraging preventive measures for existing development in areas vulnerable to natural hazards. • Protect life and property by implementing state-of-the-art standards, codes and construction procedures.
<p>3. To promote countywide coordination, planning, and training that avoids transferring the risk from one community to an adjacent community, where appropriate.</p> <ul style="list-style-type: none"> • Continue developing and strengthening inter-jurisdictional coordination and cooperation in the area of emergency services. • Continue to support and develop comprehensive mutual aid agreements. • Continue providing county and municipal emergency services with training and equipment to address all identified hazards.
<p>4. To identify potential funding sources for mitigation projects and form the basis for FEMA project grant applications.</p>
<p>5. Increase public awareness</p>

- Increase public awareness of existing threats and the means to reduce these threats by conducting educational and outreach programs to all the various community groups in the county.
 - Provide informational items, partnership opportunities and funding resource information to assist in implementing mitigation activities.
- The heart of the mitigation plan is the **mitigation strategy**, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how the county will accomplish the overall purpose, or mission, of the planning process. In this plan, **mitigation actions/projects** were updated/amended, identified, evaluated, and prioritized.
 - A total of **209** mitigation projects were identified for Waukesha County and participating jurisdictions.
 - **113** new mitigation projects were identified as part of this update.

Resolution 22-10

A Resolution to Adopt the Waukesha County All Hazard Mitigation Plan

WHEREAS, the Village of Sussex recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Village of Sussex participated jointly in the planning and update process with Waukesha County and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Waukesha County Office of Emergency Management; and

WHEREAS, the Wisconsin Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2021 update and approved it contingent upon this official adoption of the participating governing body; and

NOW THEREFORE IT IS HEREBY RESOLVED that the Village of Sussex hereby adopts the 2021 Waukesha County All Hazards Mitigation Plan as an official plan and do hereby endorse and agree to participate in the implementation of the Waukesha County All Hazard Mitigation Plan as it applies to this jurisdiction.

Passed this ____ day of _____ 2022

Anthony LeDonne, Village President

ATTEST:

Jennifer Moore, Village Clerk



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Judith A. Neu, Village Engineer / Public Works Director
Date: September 22, 2022
Re: Garbage and Recycling Contract – Badgerland LRS

Staff recommends that the Board approve the Garbage and Recycling Contract with Badgerland LRS. Collection days will be Monday through Thursday as shown on the maps in the packet and are described as follows:

Monday: North of Good Hope Road

Tuesday: Union Pacific Railroad to Good Hope Road

Wednesday: South of UPRR and East of Maple Ave plus
Main Street to UPRR west of Maple Ave

Thursday: West of Maple Ave and South of Main Street

In addition, Staff recommends that we eliminate the tire drop off day beginning in 2023. The price for tire drop off with the new provider will increase from \$2/tire to \$18/tire with the new contract. Residents can have 2 tires per month and up to 6 tires per year picked up during bulk item collection at no charge.



N64W23760 Main Street
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MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: July 28, 2022
Re: Garbage and Recycling Services RFP

Proposals for Garbage and Recycling Services were received on July 21, 2022. Three (3) proposals were received and the 2023 costs for each household is summarized below. The Bid details can be found at the end of this memo. The bidders were:

John's Disposal, Franksville, WI
Badgerland / LRS, Milton, WI
GFL Environmental, Hartland, WI

ANNUAL CONTRACT COST PER RESIDENT

	2022	John's 2023	Badgerland/LRS 2023	GFL 2023
Weekly garbage and recycling	\$152.28	\$215.40	\$166.50	\$209.52
Annual Increase		CPI	3%	6% (2024) 5% (2025-27)

A few notes:

- Every other week recycling with Badgerland would be \$151.00 / household in 2023.
- No bulky item collection with John's would be \$191.40 / household in 2023.
- 7-year contract with John's would be \$197.40 / household in 2023.

The major differences between the current services and Badgerland are:

- Collection days (4 days / week rather than 2).
- Bulky item call for service once per month vs. call for service collected within 7 days.

Badgerland has been operating in Wisconsin for over 13 years with over 50 communities served and is expanding into the Waukesha County area from its new location in New Berlin. Staff has spoken to several other communities that use Badgerland for garbage and recycling and found those communities to be happy with the services and customer service provided to their residents.

Based upon the proposal, reference checks and pricing staff recommends that the Village enter into a 5-year contract with Badgerland / LRS for garbage and recycling services. The transition would occur starting January 1 with new carts distributed in December. The Village will roll out a significant communication effort about the change in garbage companies and service dates if a vendor other than John's is selected. Representatives from Badgerland will be on hand to answer questions. Please see the next page for details on the bid totals for more information.

The Request for Proposals included the base bid and 4 alternatives as discussed with the Committee in May.

Base Bid: Match current services – weekly garbage and recycling, on demand Bulk Item Collection (+/- 1-2 week service window), 5 year contract.

Alternate #1: Change from weekly to every other week recycling.

Alternate #2: Weekly garbage and recycling, prescheduled date for bulky item collection (call for service).

Alternate #3: Weekly garbage and recycling, resident pays direct for bulky item collection.

Alternate #4: Match current services, 7-year contract term.

	2022 Rates (John's Disposal)	John's Disposal 2023	Annual Increase	Badgerland / LRS 2023	Annual Increase	GFL Environmental 2023	Annual Increase
Base Bid - Match Current Services (weekly garbage and recycling)							
Weekly Refuse	\$8.61	\$11.00	CPI *	No Bid	No Bid	\$10.49	6% year 2, 5% 3-5
Weekly Recycling	\$4.08	\$6.95	CPI *	No Bid	No Bid	\$6.97	5%
Extra Bulk (>10 items) Paid direct by resident	\$45.05	\$95.00	CPI *	No Bid	No Bid	\$30 first, \$20 each item after, Freon \$45	\$1 / year for each service
Tires	\$2.00	\$4.00	CPI *	No Bid	No Bid	\$10.00	\$1 / year
Alternate #1 - Every Other Week Recycling							
Every Other Week Recycling	N/A	No Bid	No Bid	\$2.75	3%	\$4.35	5%
Alternate #2 - weekly garbage and recycling, prescheduled date for bulky item collection							
Weekly Refuse	\$8.61	No Bid	No Bid	\$9.85	3%	\$10.99	5%
Weekly Recycling	N/A	No Bid	No Bid	\$4.05	3%	\$6.97	5%
Extra Bulk (>10 items) Paid direct by resident	\$45.05	No Bid	No Bid	\$50.00	\$55 in year 4	\$30 first, \$20 each item after, Freon \$45	\$1 / year for each service
Tires	\$2.00	No Bid	No Bid	\$18.00	\$20 in year 4	\$10.00	\$1 / year
Alternate #3 - Weekly garbage and recycling, No Bulky Item Collection							
Weekly Refuse	\$8.61	\$9.50	CPI *	No Bid	No Bid	\$9.99	5%
Weekly Recycling	\$4.08	\$6.45	CPI *	No Bid	No Bid	\$6.97	5%
Extra Bulk (>10 items) Paid direct by resident	N/A	\$95.00	CPI *	No Bid	No Bid	\$30 first, \$20 each item after, Freon \$45	\$1 / year for each service
Tires	\$2.00	\$4.00	CPI *	No Bid	No Bid	\$10.00	\$1 / year
Alternate #4 - weekly garbage and recycling, 7 year contract term							
Weekly Refuse	\$8.61	\$9.75	CPI *	\$9.85	3%	\$10.49	6% year 2, 5% 3-5, 2.5% year 6
Weekly Recycling	\$4.08	\$6.70	CPI *	\$4.05	3%	\$6.97	5% year 2-5, 2.5% year 6
Extra Bulk (>10 items) Paid direct by resident	\$45.05	\$95.00	CPI *	\$50.00	\$55 in year 4	\$30 first, \$20 each item after, Freon \$45	\$1 / year for each service
Tires	\$2.00	\$4.00	CPI *	\$18.00	\$20 in year 4	\$10.00	\$1 / year
CPI* Rates negotiated annually and may increase up to CPI on contract anniversary date							

Village of Sussex

Weekly Trash and Recycle Service

Monday



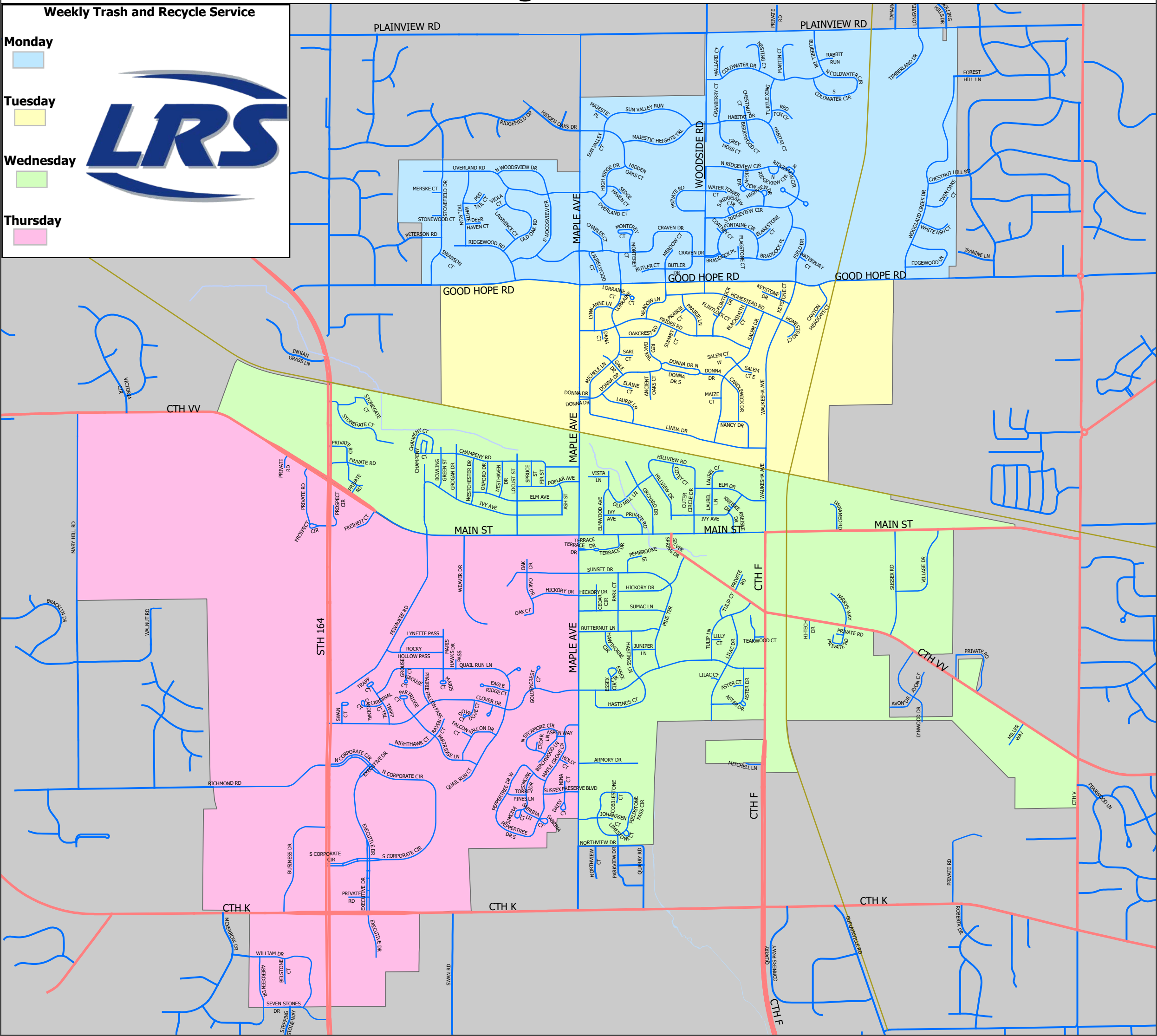
Tuesday



Wednesday



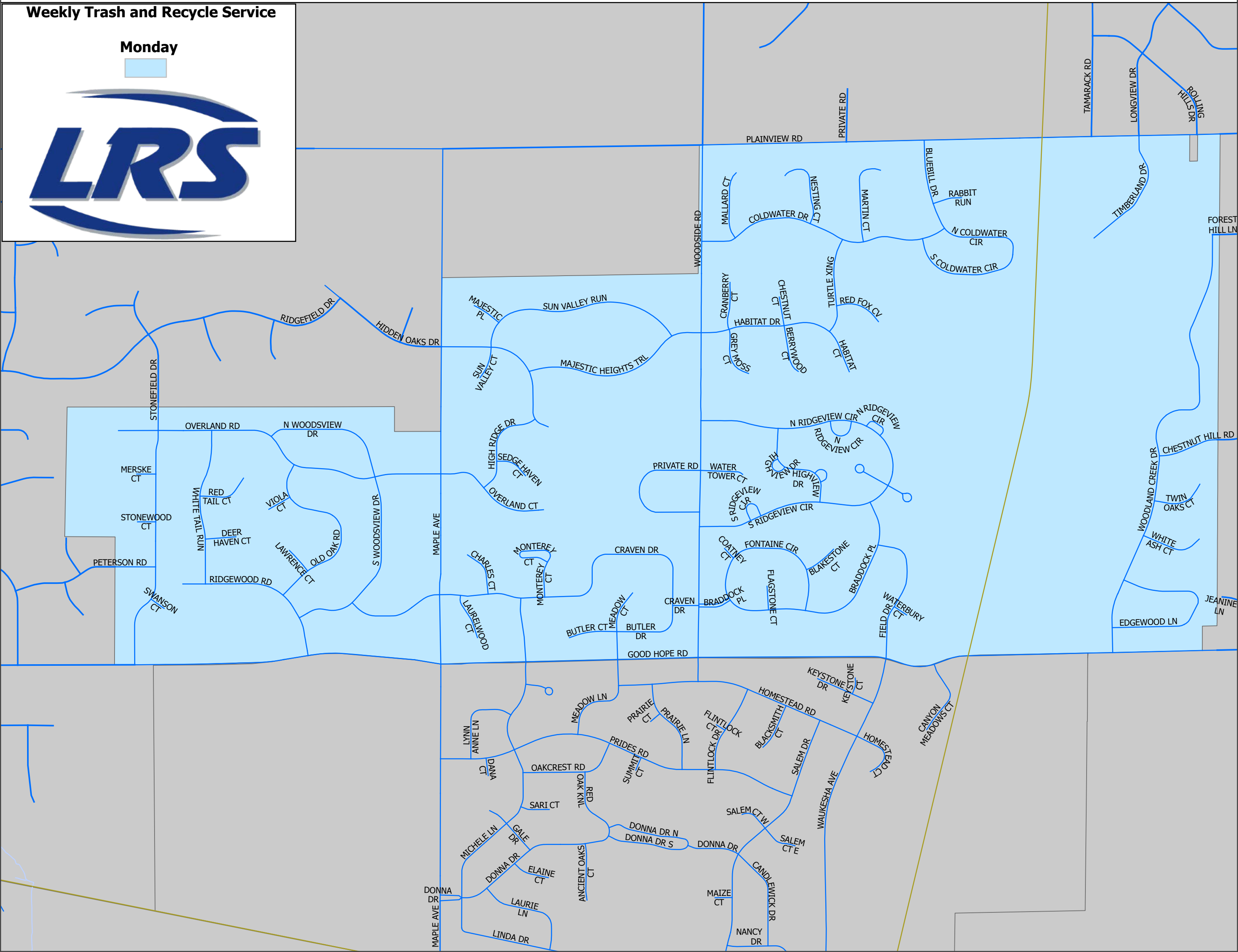
Thursday



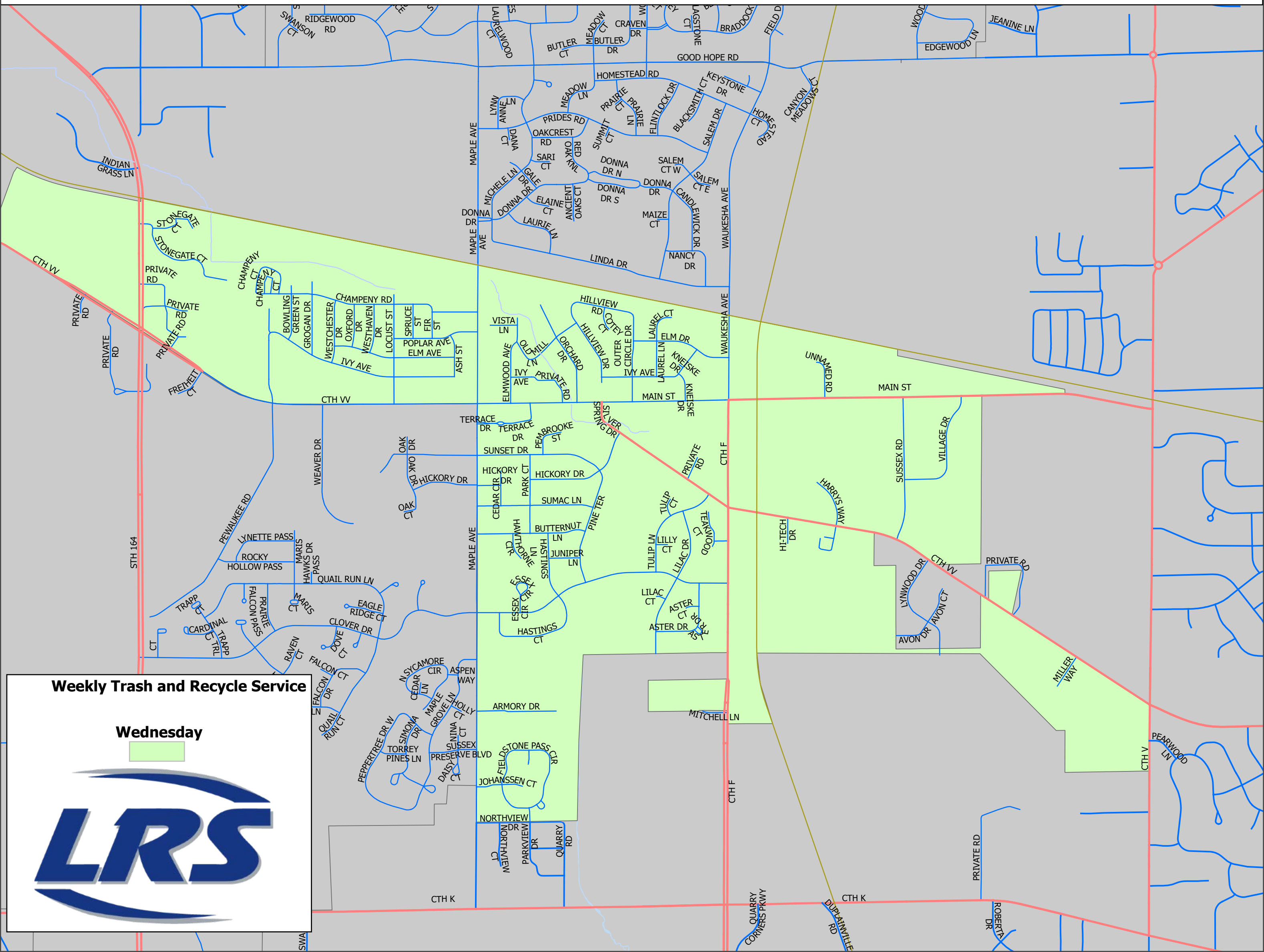
Village of Sussex

Weekly Trash and Recycle Service

Monday



Village of Sussex

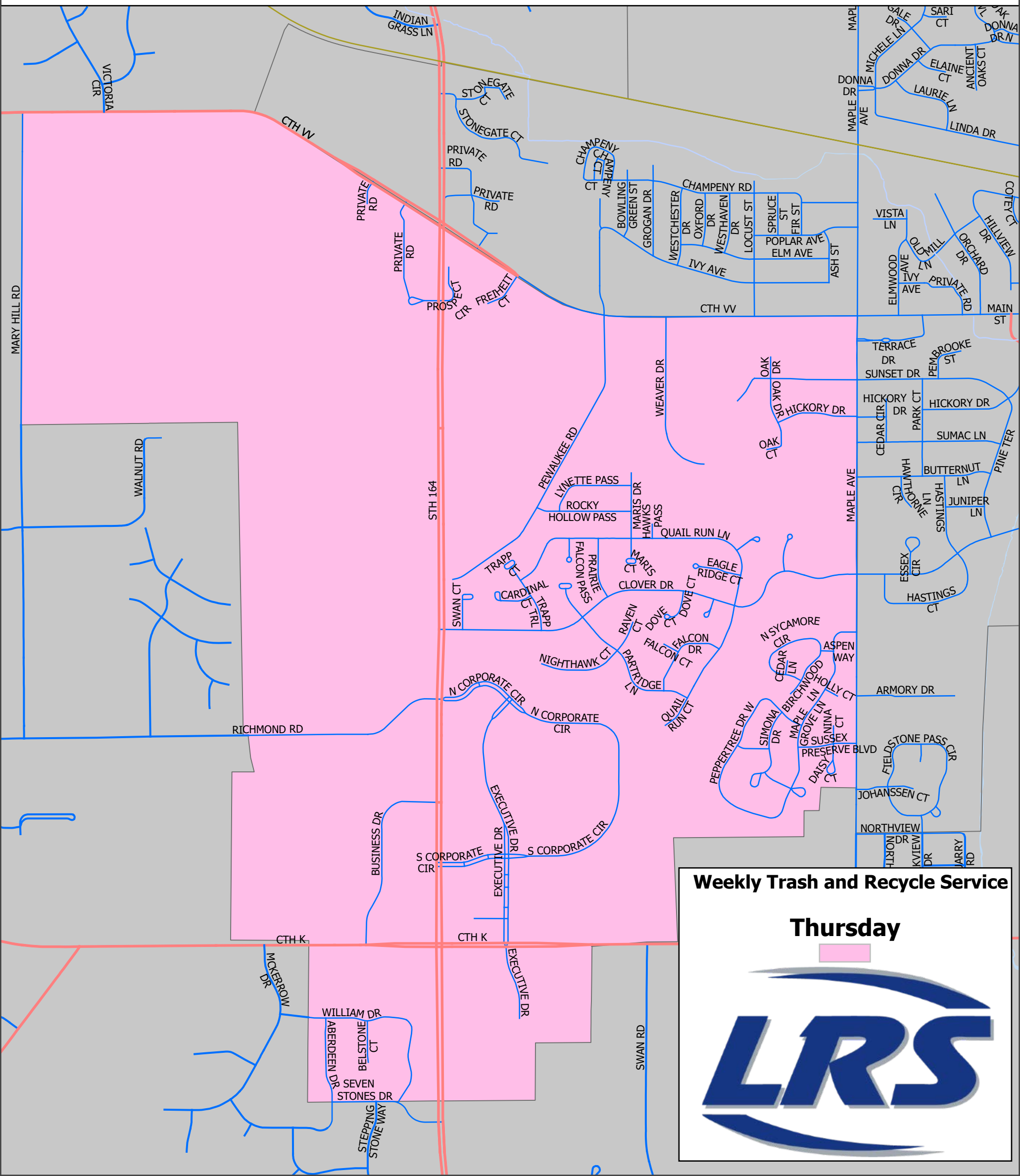


Weekly Trash and Recycle Service

Wednesday



Village of Sussex



Weekly Trash and Recycle Service

Thursday



AGREEMENT

Collection of Solid Waste and Recyclables

This contract made and entered into this 27th day of September, 2022 by and between **Badgerland Disposal LLC, an LRS Company**, hereinafter referred to as the "Contractor" and The Village of Sussex, Wisconsin, hereinafter referred to as the "Village".

The Contractor shall be responsible for the curbside collection and proper disposal of all refuse and recyclables from one to four-family residential units in the Village, along with collection from Village owned properties. The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to properly and legally perform and complete the collection from all units covered by this contract, and the disposal of refuse, and shall make all arrangements with processors required to perform and complete the collection from all units covered by this contract. All collection of refuse and recycling shall be in full compliance with the rules and regulations governing said collection, and in accordance with this Agreement and all Federal, State, County and local laws and ordinances.

The Contractor shall not collect or dispose of refuse or recyclables from commercial properties, defined as residential properties containing more than four units, or any commercial, retail, industrial, institutional, or governmental property (except Village of Sussex properties and sites set forth herein), unless those commercial properties contract directly with the Contractor for service.

The Village expects 100% pickup of all households all of the time. The Village also expects resident complaints to be handled promptly, normally within 24 hours of Contractor being notified. The Contractor agrees that it will, at all times, faithfully, and industriously perform all of the duties that are required herein pursuant to the express terms of this Agreement, to the satisfaction of the Village. Such duties shall be rendered in the Village and at such other place or places the Village shall in good faith require. In particular, the Contractor shall strive to work with the Village in promoting and increasing recycling. This Agreement as delineated, serves as a guideline to performance levels of the Agreement.

A. CURBSIDE COLLECTION FROM RESIDENTIAL PROPERTIES, STREET CONTAINERS AND VILLAGE PROPERTIES.

1. MATERIALS TO BE COLLECTED FROM CURBSIDE:

- a. General household REFUSE.
- b. Recyclables, which are defined as the following items required to be recycled by Wisconsin Statute section 287.07, as may be amended from time to time, including aluminum containers, corrugated paper and other container board, foam polystyrene packaging, glass containers, magazines and other material printed on similar paper, newspaper and other material printed on newsprint (including phone books), office paper, plastic containers, steel containers, and combination steel and aluminum containers, and excluding Uncollectible Recyclables.

2. ITEMS NOT INCLUDED IN CURBSIDE COLLECTION:

- a. Dirt, sod, leaves, lawn clippings, rocks, concrete, loose construction and

demolition materials, household hazardous waste, banned electronic waste, trees or parts thereof, hot ashes; flammable materials such as oil, gas, or paint; batteries, engine parts, or tires. Some of these items are included in bulk item collection as described elsewhere in this Agreement.

- b. Hazardous, toxic or infectious materials, including any items recognized as special waste by the State of Wisconsin; medical waste.
- c. The following materials, which are defined as Uncollectible Recyclables:
 - (1) Automotive batteries (lead acid batteries).
 - (2) Major appliances, but microwaves may be collected if the capacitor has been removed.
 - (3) Waste oil.
 - (4) Mercuric oxide batteries (except button cells).
 - (5) Yard waste cannot be collected curbside.

3. CURBSIDE BULK ITEMS COLLECTION

Includes large items such as furniture, appliances, sofas, mattresses, chairs, rolled carpet (4' lengths, tied and bundled), push lawnmowers, tires (2 per month, up to 6 per year), and extra cans or bags of garbage. Items are to be placed at least four (4) feet from the cart. Bulk Items Collection includes up to 10 items at no extra charge per month. Residents must call the Contractor at least 48 hours in advance to arrange collection of bulk items and collection will occur at least once per month on a prescheduled day.

If residents need to dispose of more than 10 bulk items per month, a pay-per-item option is available at an extra cost as described in Appendix A to be collected by the Contractor directly from the resident. Contractor may quote resident for pick of construction or other material, payment to be collected by the Contractor directly from the resident.

B. ITEMS TO BE COLLECTED FROM VILLAGE CONTAINERS.

- 1. Dumpsters will also be provided for street sweeping and catch basin debris at the rates described in Appendix A.

C. SERVICE DETAILS:

- 1. Collection of NON-RECYCLABLE TRASH will be made every week, with all suitable materials for collection being placed by residents at the curb of their homes by 7:00 a.m. on the day of collection. All NON-RECYCLABLE TRASH shall be placed by residents in a 95-gallon BLUE CART WITH A BLACK LID which is provided by Contractor. An additional cart will be available at the Village monthly rate (see Appendix A) plus a one-time delivery & removal charge of \$50 / cart to be collected quarterly or annually by the Contractor directly from the resident.
- 2. Collection of RECYCLABLES will be made every week, with all suitable materials for collection being placed by residents at the curb of their homes by 7:00 a.m. on the day of collection. RECYCLABLES shall be commingled, also known as single stream recycling. All RECYCLABLES shall be placed by residents in a 95-gallon BLUE CART

WITH A BLUE LID which is provided by Contractor. An additional cart will be available at the Village monthly rate (see Appendix A) plus a one-time delivery & removal charge of \$50 / cart to be collected quarterly or annually by the Contractor directly from the resident.

3. Residents may request a smaller 65 or 35-gallon cart for garbage and recycling that will be switched at the home by the Contractor at no additional charge. For initial roll-out of carts, selection shall be made by residents by January 31, 2022 and carts will be exchanged by April 1, 2022.
4. The Contractor shall make collections with as little noise and disturbance to Village residents as possible. Permitted collection hours are to be between 7:00 a.m. and 7:00 p.m. Pickup will be on Monday through Thursday of each week. See attached map.
5. HOLIDAYS. When the collection day is interrupted by a holiday, pickup will be the following day. Normal scheduled collections shall commence the following week.
6. PROHIBITED MATERIALS. Contractor not responsible for collection of Prohibited Material as defined by the Wisconsin law and by Wisconsin Department of Natural Resources.
7. HAZARDOUS, TOXIC, or INFECTIOUS WASTE. Contractor agrees to not pick up or transport hazardous, toxic, or infectious waste materials or substances from any facility in the Village.
8. LITTER. All REFUSE shall be collected and transported in such a manner as to prevent falling or spilling of material. When spilling does occur, the Contractor shall pick up the material as soon as possible and properly clean the area.
9. REFUSE and RECYCLING CARTS. The Contractor shall initially provide each residential unit with one cart for refuse and a second cart for recycling. The Contractor will deliver the carts to new residential units after notification of occupancy by the Village. All carts are the property of the Contractor and will be maintained by the Contractor. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for the damaged cart(s), the replacement cost of \$75 will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart within 1 week after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snowplows or passing vehicles.
10. DISABLED OR ELDERLY RESIDENTS as identified by the Village shall receive doorway service at no extra cost.
11. INCLEMENT WEATHER. In the event of inclement weather that is deemed unsafe to operate and prohibits normal collection, such as extreme cold (<-10° F) or significant snow (>12 inches in a single event of less than 12 hours), the collection may be delayed with the notification to and consent of the Village, but in no event shall collection be delayed by more than 3 days.

12. **NON-CONFORMING REFUSE.** When Contractor refuses pick up of "prohibited materials", Contractor shall tag materials left at curbside with notice of reason for such refusal and Contractor contact information. If possible, tag should also inform resident how to properly dispose of the material.
13. **VILLAGE OWNED PROPERTIES:** The Contractor agrees to provide the Village with service to meet all the needs of refuse, garbage and recycling removal from Municipally-owned buildings as designated by the Village, including parks, at no additional cost. Municipal buildings acquired or constructed after the date of this agreement shall be provided service at no additional expense.
- a. The Contractor shall provide the following containers and collect them on the schedule below. If the containers are inadequate, the Contractor shall provide additional or larger containers, or shall empty these containers more frequently, at no cost to the Village (unless otherwise noted).

	Municipal Garbage	Municipal Recycle
Civic Center (N64 W23760 Main St)	(2) 2-yd Dumpsters Weekly Service	(2) 2-yd Dumpsters Weekly Service
Village Library (N64 W23820 Main St)	2-yd Dumpster Weekly Service	2-yd Dumpster Weekly Service
Public Works N59 W23524 Clover Dr)	2-yd Dumpster Weekly Service	2-yd Dumpster Weekly Service
	95-Gallon Cart Weekly Service	95-Gallon Cart Weekly Service
	(1 or 2) 12-yd or 20-yd Dumpsters (Street Sweeping/ Catch Basin Debris)	
WWTF Building (N59 W23551 Clover Dr)	(2) 2-yd Dumpsters PLUS (3) 2-yd Village owned Dumpsters Weekly Service	95-Gallon Cart Weekly Service
Armory Park (W239 N5730 Maple Ave)	6-yd Dumpster Weekly Service	6-yd Dumpster Weekly Service
Public Safety Building (N63 W24335 Main St)	6-yd Dumpster Weekly Service	6-yd Dumpster Weekly Service
Sussex Village Park (W244 N6162 Weaver Dr)	(3) 6-yd Dumpsters Weekly Service	(2) 6-yd Dumpsters Weekly Service

15. **OPTIONAL COMMERCIAL SERVICE.**

Commercial properties may contact the Contractor to arrange for service, and the Village shall

not be liable for payment for that service.

Organizations hosting special events in Village parks may contact the Contractor to arrange for additional dumpsters for the event, and the Village shall not be liable for payment for that service.

D. COST AND TERM:

1. **COST FOR VILLAGE SERVICE.** The Village agrees to pay the Contractor the rates for services rendered pursuant to this Agreement as listed in Appendix A and Appendix B.
2. **TERM.** This Agreement shall be in effect for the period, January 1, 2023, through December 31, 2027. Rates for the 1st through 5th years are attached to this agreement as Appendix A. Payments of Agreement service fees shall be made within 30-days of the end of each month and shall be based upon full-month occupied residential units, calculated at the end of each month. If Units are added to the Village, the first billing will be reflected in the next monthly invoice. There will be no charge for the partial month of service. . If Units are subtracted from the Village (for example, but not limited to, "a natural disaster") billing in the month in which garbage and recycling services are no longer used shall be removed from next monthly invoice. Proration of charges for subtracted units based on the number of weeks service is provided will be discussed between the Village and Contractor if such situation arises. The Contractor will update the number of units serviced monthly and will confirm the unit count with the Village monthly. In the event of any dispute with respect to the number of units, Village shall pay the undisputed amount, and Village and Contractor will use good faith efforts to resolve the disputed amounts within thirty (30) days of the date of the invoice. Any amounts subsequently resolved shall be due and payable with the following monthly invoice. Contractor shall provide said list to the Village annually for review on or about November 1st or when requested by Village.
3. **TERMINATION FOR CAUSE.** The Village Board of the Village of Sussex may terminate this Agreement for unsatisfactory service upon thirty (30) days written notice if Contractor is in default of the terms of this Agreement as determined by the VILLAGE, except that no notice or action of the Village Board is necessary if Contractor is in default of any of the requirements to maintain insurance. Unsatisfactory service shall include, but not be limited to, failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, delivery of recyclables to landfills, unless those recyclables were commingled with solid waste by the residents or commercial units, and failure to provide a regular and accurate accounting for disposal of refuse, recyclables, or similar deviations from the Contract requirements. Another situation that would be considered a default in the terms of this Agreement that may result in the Village taking action to terminate the Agreement would be three (3) or more missed collection days for more than 1% of the number of Units in any given year. The written notice shall specify the Contractor's default(s) and the intention to terminate this Agreement. Termination under this subsection shall not become effective if the Contractor remedies or cures the unsatisfactory service to the Village's satisfaction within ten (10) days of mailing of notice and termination. Contractor and Village acknowledge that reaching the point where a notice to terminate is issued is a significant event, therefore, Contractor shall only have the ability to cure one time during the term of this Agreement. Notice and termination

under this subsection shall include recitation of the Contractor's right to cure a claim of unsatisfactory service one time during the life of the Agreement. All notices shall be mailed via certified U.S. Mail to the Village and the Contractor. The Contractor shall be paid per the terms of the agreement only up to the date of termination per this section D. 3.

4. Remedies

a. Deductions

i. The Village, without waiving any other remedies, including termination of this Agreement, may withhold from compensation due the Contractor, deductions for defaults in the terms of this Agreement. One reason for withholding compensation would be for any collection delayed more than three days from the normal collection day. The Village may also make deductions if the Contractor fails to remedy any defaults in its obligation within ten (10) days of service of written notice of the Village's intent to make a deduction, such written notice shall specify the default(s) that shall be cured within ten (10) days and the specific amount the Village intends to deduct for the specified default(s). Deductions may, at the Village's option, be made for defaults of the Contractor including, but not limited to Contractor's:

- a. Failure to make the necessary collections,
- b. Failure to satisfactorily respond to complaints within a reasonable period of time,
- c. Failure to follow-up on "missed" pick-ups,
- d. Failure to make pick-ups on scheduled days, or
- e. Failure to satisfy any verified claims for damage to property or person(s) within thirty (30) days.

ii. In addition, deductions can be made when the Village incurs any necessary and reasonable expenses, as the Village deems necessary as the result of any default by Contractor, including but not limited to:

- a. Village performing collections,
- b. Village repairing property damage to any property, privately or publicly owned, or
- c. Village performing any of the other duties of Contractor under the terms of this Agreement.

b. Village Costs: In the event of a material failure to satisfy the obligations under this Agreement, the Contractor shall be responsible for payment to the Village for the Village's actual costs in providing adequate alternative refuse collection and recycling services due to the Contractor's failure to perform, until such time that the Village has secured new regular collection service for its residents. This provision shall be in addition to other legal remedies available to the Village.

c. Legal Remedies: The Village reserves all legal remedies against Contractor, and its exercise of any of the remedies under this Agreement does not preclude

the Village from pursuing any and all of its legal remedies in the event of default(s) by Contractor.

5. **DUMPING FEES.** Any and all "dumping fees" (broadly defined to include all fees and taxes imposed by Federal, State, and local regulators related to the execution of this Agreement) that are required to be paid by law, including but not limited to fees required per Sections 289.63, 289.64 and 289.67 of the Wisconsin Statutes, including any revisions that may be made thereto during the term of this Agreement, along with any other fee or tax must be paid for by the Contractor in order for the work under this Agreement to be performed in compliance with law, shall be paid fully and timely by the Contractor; and the compensation paid to the Contractor pursuant to this Agreement shall be deemed to include any portion of such fees or taxes as may otherwise be the obligation of the Village. The Village and Contractor recognize their responsibility to address the problems caused by changed Federal and State governmental regulations and the potential for increased or decreased costs.

7. **UNIT COUNT** as of July 2022: 3,179. Village will notify Contractor of new Units as occupancy permits for new homes are approved. In addition to new homes, there will be an additional 52 units added on January 1, 2023, for properties recently annexed due to a Boundary Agreement.

E. SPECIAL PROVISIONS:

1. **RECYCLING RECORDS.** The Contractor shall keep a record of total weights of solid waste collected, of each category of recyclables collected, and of street sweepings / catch basin debris collected from the Village and report those totals to the Village monthly.

2. **DATA AND RECORD COLLECTION.** The Contractor shall collect data and provide the Village with a monthly status report on the recycling collection containing the following information:

Total weight of each recyclable material commodity collected that month, segregated so the Village has the information it needs to complete reports required by the Wisconsin Department of Natural Resources.

An annual report of all waste, recycling and street sweepings / catch basin debris shall be submitted by January 31st of each year.

3. **CONTRACTOR OFFICE.** The Contractor shall maintain an office which may be contacted directly, where service may be applied for, where the public and the Village personnel may call or send inquiries and complaints, and where the public and the Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. These services shall be operated between the hours of at least 7:30 a.m. and 4:30 p.m. CST, Monday through Friday, except during holidays. The Village will publicize the customer service telephone number(s) of the Contractor. In addition, a name and telephone number by which the Contractor may be reached after regular

hours shall be provided to the Village for the use of the Village personnel.

Contractor may also provide additional alternate means of communication for residents such as on-line chat or email. If provided, they must be monitored between the hours of 8:00 a.m. and 5:00 p.m. CST, Monday through Friday, except during holidays.

Residents concerns must be addressed within 24-hours.

4. **INSURANCE.** The Contractor shall maintain such insurance as will protect the Contractor from claims under workers' compensation acts, and from any other claims for property damage, bodily injury or personal injury, including death, which may arise from operations under this Contract, whether such operations are by the Contractor, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of Insurance shall be filed with the Village prior to the start of the Contractor's services for the Village. Proof of such insurance shall be provided to the Village Clerk annually.

The Contractor shall carry at its own costs, the following minimum insurance coverage:

- a. Workers' Compensation and Employers' Liability for all employees, including temporary employees.
 - (1) Workers' compensation: statutory in Wisconsin.
- b. General / Public Liability Insurance (each accident/occurrence) which covers Contractor and its employees.
 - (1) Accidental Death at a level not less than \$5,000,000/\$5,000,000.
 - (2) Bodily injury at a level of not less than \$5,000,000/\$5,000,000.
 - (3) Property damage at a level of not less than \$5,000,000/\$5,000,000.
 - (4) Personal injury at a level of not less than \$5,000,000/\$5,000,000.
- c. Auto liability insurance (each accident/occurrence).
 - (1) Bodily injury at a level of not less than \$5,000,000/\$5,000,000.
 - (2) Coverage shall extend to all owned, leased or hired vehicles.
- d. Umbrella liability coverage of \$5,000,000 for each occurrence, \$5,000,000 aggregate.
- e. Village of Sussex and its Officials and Employees shall be listed as additional insured. A Waiver of Subrogation in favor of the additional insured shall apply to General or Public Liability and Worker's Compensation as follows: Village of Sussex and its Officials and Employees. All policies shall bear endorsements to the effect that the insurer agrees to notify the Village not less than thirty (30) days in advance of any cancellation, discontinuance, or alteration.
- f. The cancellation or termination of any insurance policy issued in compliance with the section shall automatically revoke and terminate this agreement, unless

another policy shall be provided and be in effect at the time of such cancellation or termination.

5. **PROCESSING, RECYCLING and DISPOSAL.** The Contractor agrees to comply with all Federal, State, and Local Government ordinances, codes, statutes, and rules, including, but not limited to, all State required approvals, and applicable recycling laws, environmental laws and waste disposal laws applicable to Contractor's operations under this agreement. The right is hereby reserved to the Village to adopt, in addition to existing applicable ordinances, such additional regulations as it finds necessary in the exercise of its police power. The Village and Contractor recognize their responsibility to address problems caused by changed Federal and State governmental regulations and the potential for increased or decreased costs.
6. **EDUCATION AND PROMOTION.** The Village and the Contractor shall coordinate their efforts to publicize and promote the refuse and recycling program and educate the citizens regarding recycling. The Village and the Contractor will review and approve promotional activities jointly. Costs of items associated with education and promotion are the responsibility of the Contractor.

F. GENERAL PROVISIONS

1. **INDEMNITY.** The Contractor shall indemnify, defend, save, and hold harmless the Village, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to any property, in any way resulting from, arising out of, in connection with or pursuant to this Agreement caused by the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

If persons or property sustain loss, damage or injury resulting directly from the work of the Contractor, sub-contractors, agents, workers or assignees of this Agreement, or in their performance or failure to perform any provision of this Agreement, or of the law, the Contractor shall indemnify and hold the Village harmless from any and all claims and judgements for damages and from costs and expenses to which the Village may be subject, or which it may suffer or incur by reason thereof.

Contractor agrees to indemnify, defend and save Village of Sussex harmless from and against any and all liability, which Village may be responsible for or pay out as a result of bodily injuries (including death), property damage or any violation or alleged violation of law, to the extent caused by any negligent omission or willful misconduct of the Contractor or its employees, which occurs (1) during the collection or transportation of Villages waste materials, or (2) as a result of the disposal of Villages non-hazardous

waste materials, after the date of this agreement, in a facility.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village or its officers or employees in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and hold harmless and defend the Village, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the Village, its agents, or employees.

2. **ASSIGNABILITY OF AGREEMENT.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Agreement shall pass to and be binding upon the successors of the Village and the successors and assigns of the Contractor. The rights hereunder shall not be assigned or transferred by the Contractor without the prior written approval of the Village. Transfer shall also mean sale of controlling stock of Contractor or any transfer of control of Contractor. The parties to the sale or transfer of the Agreement shall make a written request to the Village for its approval of a sale or transfer of the franchise. This Contract is not assignable by the Contractor of record, without the express written consent of the Village. In the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the Village may, without notice, declare this Agreement terminated, at its option.
3. **SUBCONTRACTING.** The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the written consent of the Village. The Contractor shall be fully responsible for any acts or omissions of its subcontractor as it is for the acts and omissions of persons directly employed by itself.
4. **INDEPENDENT CONTRACTOR.** The Contractor shall be deemed an independent contractor, solely responsible for control and payment of its employees and compliance with all applicable Federal, State and Local laws. Neither Contractor nor its agents are to be considered employees or agents of the Village for any purpose whatsoever.
5. **DAMAGES.** The Contractor shall take all necessary precautions for the protection of property. The Contractor shall be responsible for damages to property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no cost to the property owner or to the Village. If the Contractor fails to repair or replace damaged property within 30 days of Village giving notice to the Contractor in writing to repair or replace such property, the

Village may repair or replace such property as it may deem necessary at the Contractor's expense. The cost of such repair or replacement shall be deducted from the Contractor's monthly bill.

6. **EMPLOYEES AND CONDUCT.** The Contractor shall undertake to perform all collection and disposal services in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall conduct itself both in relations with the Village and Village residents in a personable, professional manner. The Contractor should also act in an ethical manner throughout the term of this Agreement.

All Employees of the Contractor shall be dressed in a neat, professional like manner and shall carry official company permits in the vehicle. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated.

7. **CONTRACTOR'S EMPLOYMENT OBLIGATION.** In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, sex, religion, color, handicap, physical condition, developmental disability as defined in §51.05(5), Wis. Statutes, or national origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

8. **REFUSE REQUIREMENTS.** Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access at its cost to a properly licensed and permitted landfill of sufficient capacity for the disposal of refuse. The Contractor has informed the Village that it will dispose of refuse at one of several available landfills in Waukesha County or Milwaukee County. Contractor shall notify the Village of waste disposal facilities utilized and shall warrant that those sites are approved and licensed by the Wisconsin Department of Natural Resources and all other Federal, State and Local regulatory agencies. Upon request of the Village, the Contractor shall provide proof that such facilities comply with all laws and regulations. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village in advance of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of refuse collected under this Agreement.

9. **RECYCLING REQUIREMENTS.** Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access at its cost to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing RECYCLABLES or to a market itself. The Contractor shall be responsible for all collection and transportation costs necessary to

bring RECYCLABLES to the storage/ processing facility.

10. VEHICLES. All vehicles shall be metal, watertight, and designed and manufactured for the collection of Garbage, Rubbish and Refuse. All vehicles shall be kept in good working order and appearance at all times during the term of this Agreement. All vehicles must be tarped. All vehicles shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

The truck bodies shall be washed as often as is necessary to keep the equipment clean and reasonably attractive. The truck shall be well maintained so that they are free of leaks of oil, fuel, and fluid. Contractor shall clean up any leaks from said trucks and shall repair leaks prior to the next collection date. The Contractor shall cleanup any leaks on roads or private property within 24 hours of notification.

All vehicles shall be fully enclosed and leak proof. They shall be operated in a way that no REFUSE or RECYCLABLES blow off the vehicle. Upon notification, should REFUSE or RECYCLABLES blow off a vehicle, the Contractor shall immediately retrieve and clean up the REFUSE AND/OR RECYCLABLES, whether the material falls onto the street or onto private property.

Contractor vehicles will not be permitted to remain parked anywhere on Village rights-of-way when not in use. There shall be NO transfer of Garbage, Rubbish, Refuse or Recyclables from truck to truck on Village Roads or on Village property.

Contractor vehicles are not allowed on residential driveways unless given permission by the property owner such as cases when driveway service is requested.

11. TITLE TO REFUSE AND RECYCLABLES. Title to all REFUSE and RECYCLABLES shall pass to the Contractor when the materials are placed into the collection vehicle, provided, however, that when the Contractor is notified by a law enforcement agency that an item of value has been inadvertently disposed of, title to that article shall not pass to the Contractor.

12. NOTIFICATIONS. Official notifications to the Village, whenever required for any purpose under this Agreement, shall be made in writing and address as follows:

Village Administrator
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089
262-246-5200

Official notifications to the Contractor, whenever required for any purpose under this Agreement, shall be made in writing and address as follows:

Badgerland Disposal LLC, an LRS Company
Jim Leszczynski, Director of Operations, WI
2185 S. Danny Road
New Berlin, WI 53146
608-580-0580 Ext. 531

Notices given in this manner shall be deemed served upon the other party upon delivery to the United States Postal Service for Certified Mail delivery.

13. LEGAL INTERPRETATION. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin.
14. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement shall be construed to be illegal, invalid or unenforceable, the remainder of this Agreement 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 Agreement shall continue in full force and effect. Each provision of this Agreement is severable and should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.
15. LAWFUL AGREEMENT. The Contractor in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and desires to request services described in this Agreement from the Contractor at the rates listed in Appendix A.
16. ENTIRETY; MODIFICATION OR AMENDMENT. This Agreement constitutes the entire Agreement between the parties. No modification, amendment, alteration, revision, or waiver of this Agreement or any of its provisions shall be permitted by, or binding upon, the parties unless so agreed in writing.

Badgerland Disposal LLC, an LRS Company

By  Date 9/21/2022
Jim Leszczynski, Director of Operations - WI

THE VILLAGE OF SUSSEX

By _____ Date _____
Anthony LeDonne, Village President

ATTEST

By _____ Date _____
Jennifer Moore, Village Clerk / Treasurer

Appendix A

Bidder agrees to perform all the work described in the bid specification document for the following sums:

Annual Rate	2023	2024	2025	2026	2027
Refuse Collection (per unit)	\$9.85	\$10.15	\$10.45	\$10.76	\$11.09
Recycling Collection (per unit)	\$4.05	\$4.17	\$4.30	\$4.43	\$4.56
Price Per Extra Bulky Collection (more than 10 items) *	\$50.00*	\$50.00*	\$50.00*	\$55.00*	\$55.00*
Price Per Haul for Street Sweepings / Catch Basin Debris	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Price per Ton for Street Sweepings / Catch Basin Debris	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Price Per Tire at Tire Drop-off Program	\$18.00	\$18.00	\$18.00	\$20.00	\$20.00

* Payment to be collected by the Contractor directly from the Resident.

Any increase in the State Generator Tax after the start date of the contract is the responsibility of the Village.

Fuel Rebate or Fuel Surcharge: See Appendix B. The website where this data can be found is <https://www.eia.gov/petroleum/gasdiesel/>

A \$1000 annual stipend is included for use towards any additional service portfolio needs including roll-off dumpsters, portable restroom services for parks, events, special needs, etc.

APPENDIX B

Fuel Rebate / Surcharge Table

VILLAGE OF SUSSEX SERVICE

FUEL REBATES OR FUEL SURCHARGE

If on-highway diesel fuel **decreases below \$2.50 per gallon**, a fuel rebate will be issued per household according to schedule below. If diesel fuel **rises above \$6.00 per gallon**, a fuel surcharge will be added per household according to schedule below. Fuel pricing evidence will be based on Mid-West (PADD2) diesel fuel average prices reported by the U.S. Department of Energy On-Highway Diesel Price Index each month.

FUEL PRICE		REFUND	FUEL PRICE		SURCHARGE
\$2.00	\$2.04	\$0.18	\$6.00	\$6.04	\$0.03
\$2.05	\$2.09	\$0.16	\$6.05	\$6.09	\$0.06
\$2.10	\$2.14	\$0.13	\$6.10	\$6.14	\$0.09
\$2.15	\$2.19	\$0.12	\$6.15	\$6.19	\$0.12
\$2.20	\$2.24	\$0.10	\$6.20	\$6.24	\$0.15
\$2.25	\$2.29	\$0.09	\$6.25	\$6.29	\$0.18
\$2.30	\$2.34	\$0.06	\$6.30	\$6.34	\$0.21
\$2.35	\$2.39	\$0.04	\$6.35	\$6.39	\$0.24
\$2.40	\$2.44	\$0.03	\$6.40	\$6.44	\$0.27
\$2.45	\$2.49	\$0.01	\$6.45	\$6.49	\$0.30
\$2.50	\$5.99	N/A	\$6.50	\$6.54	\$0.33
			\$6.55+		*see below

*For every \$.05 increase in fuel, the table will increase \$.03 as above table ends at \$6.54/gal (i.e \$6.55 - \$6.59, surcharge = \$0.36, etc).

Map of Collection Areas

**AGREEMENT FOR THE PROVISION OF UTILITY MAINTENANCE SERVICES BETWEEN
THE VILLAGE OF SUSSEX AND THE VILLAGE OF LANNON
(Sec. 66.0301, Wis. Stats.)**

This **AGREEMENT**, entered into this _____ day of September, 2022, between the Village of Lannon organized and existing under the laws of the State of Wisconsin with principal offices at 20399 W Main St, Lannon, WI 53046, (“Lannon”) and the Village of Sussex, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N64 W23760 Main Street, Sussex, WI 53089, (“Sussex”) is as follows:

WITNESSETH:

WHEREAS, Lannon owns and operates a system of water supply, storage, pumping, and distribution facilities which has capacity for supplying water utility service to properties in Lannon; and

WHEREAS, Lannon owns and operates a sewage collection, interceptor, and lift station system to collect and transfer sewage to the Sussex Treatment Plant, and

WHEREAS, Lannon and Sussex along with other communities have existing intermunicipal agreements for the payment and operation of the Lannon interceptor system, which obligates Lannon to perform certain operational and maintenance functions on portions of the system; and

WHEREAS, Lannon has used and wishes to continue to use contracted services as it is the most efficient means to operate the water and sewer systems, collectively herein as “Lannon’s Utilities”; and

WHEREAS, Lannon approached Sussex about Lannon contracting with Sussex for various maintenance and operational services for Lannon’s Utilities, and

WHEREAS, Sussex has significant experience, leadership, equipment, and labor capabilities with respect to Utility operations, and

WHEREAS, Sussex already performs maintenance for utility operations for the Town of Lisbon and Sanitary District and in certain aspects of the Lannon interceptor system, and

WHEREAS, Sussex believes there is great efficiency in providing services for Lannon’s Utilities, and

WHEREAS, Lannon’s Utilities continued growth and complexity requires more advanced and consistent maintenance, and

WHEREAS, Lannon will benefit from a consistency of maintenance and connection with Sussex Utility operations, and

WHEREAS, Lannon and Sussex are willing to enter a contract for Utility maintenance/operational services under §66.0301, Wis. Stats; and

WHEREAS, in consideration of the payment and terms herein and the benefits derived by each, Lannon and Sussex contract and agree as follows:

A. RECITALS

The representations and recitations in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were set forth in this Paragraph A and constitute representations and understandings of Sussex and Lannon according to the tenor and import thereof.

B. GENERAL INTENT AND OWNERSHIP

Lannon will continue to own Lannon Utility assets and it will be Lannon's responsibility and its sole expense, to acquire necessary land and easements and plan, design, and construct Lannon's Utility facilities as necessary including but not limited to, water mains, service laterals, and booster pump stations, back-up generators, sewage mains, lift stations, grinder pumps, SCADA, billing system, etc. to serve Lannon Customers. Sussex shall not own any of Lannon's Utilities assets, except what ownership right it may have from owned capacity within the Lannon Interceptor or other separate agreement between the parties. This agreement shall revolve around maintenance, and operational services provided by Sussex to Lannon as outlined in exhibit A. Lannon acknowledges that Sussex has a primary responsibility to the Village of Sussex and its utility customers and Sussex shall where emergency conflicts between service to Lannon and Sussex first stabilize Sussex issues prior to addressing services under this contract.

C. MAINTENANCE AND OPERATIONAL ASSISTANCE

1. Sussex shall provide maintenance and operational services as outlined in Exhibit A. The services each week will require about 20 hours of work during standard hours to complete.
2. Standard hours are from 7:30 AM to 3:30 PM Monday through Friday. The Sussex work week is Saturday at 12:00 AM to Friday at Midnight. Holiday hours are determined by Sussex and are considered on-call hours.
3. Sussex shall also provide on-call services for Lannon Utilities to address off hour and emergency issues. On-Call hours are all hours outside of the Standard Hours. All on call service calls have a minimum of 2 hours of billable time.
4. Sussex shall solely manage its resources in providing services under this contract.
5. Sussex will use reasonable judgment and the emergency operations guideline attached as Exhibit B should emergency repairs to the system be necessary. Lannon authorizes Sussex through this contract to initiate emergency repairs as necessary until and at such time as Lannon is able to respond to Sussex per the emergency contact provision guideline.
6. Sussex shall not be the Operator of record for Lannon's Water Utility as those services are provided via separate contract through a third-party unaffiliated with this agreement.
7. Lannon will provide water meters to Sussex to install on behalf of Lannon Utilities.
8. Lannon will complete at its cost system upgrades including Sussex SCADA upgrades necessary for the same such that the lift stations, well houses, and other appropriate Lannon Utilities equipment communicates and integrates with the Sussex Scada system to allow Sussex to provide services of the contract. These upgrades shall be completed prior to July1, 2023. Lannon shall upgrade the SCADA system as it adds facilities to its system.

D. TERMS

1. Sussex shall invoice Lannon each month a flat rate of \$4,160 for labor under the contract, The invoice for this flat rate will identify the portion thereof attributable to each the sewer and water utility.
2. Sussex shall invoice Lannon each month for the following:
 - A. Any labor hours over 20 hours in a week during standard hours at a rate of \$48 per hour.
 - B. Any labor hours for on call hours at a rate of \$68 per hour.
 - C. For any equipment usage at a rate per hour as shown on the Equipment Reimbursement Sheet, attached as Exhibit C.
 - D. For any materials, parts, pieces, equipment installed/replaced in the Lannon Utilities system plus a 10% administrative handling and storage fee.
3. The rates in section D are good through December 31, 2022.
4. The rates in Section D may be adjusted annually starting with January 1, 2023, but may increase by no more than 5% per year.
5. Lannon shall pay said invoice within 30 days of the date of the invoice. Delinquent payments shall be subject to the same penalties and charges assessed to Sussex Utility customers.
6. Lannon will add Sussex as a named insured on all applicable insurance policies and agrees to indemnify Sussex, its officials, employees, and agents with regards to all acts or omissions arising from this agreement.
7. Should the volume of customer base/facilities/workload change such that the Village is more than 2 weeks per month exceeding the 20 hours per standard week workload than the parties agree to negotiate new terms therein to reflect a high volume of work and failure to reach agreement on new terms within 90 days of notice of this issue by Sussex to Lannon than termination of the agreement may occur under Section F.4.

E. BOOKS AND RECORDS

Lannon and Sussex shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party may examine any such books and records. Either party may request an annual certified audit report of the books and records of the other party.

F. TERM OF CONTRACT/EARLY TERMINATION

1. The initial term of this Agreement shall be from October 1, 2022, through December 31, 2026.
2. The Agreement shall automatically renew for subsequent five (5) year periods if notice of non-renewal is not provided at least one (1) year prior to the date the agreement would automatically renew.
3. Early Termination without cause. After the Initial term either party shall give at least one (1) year's written notice if there is a desire to have an early termination of this contract without cause. This is to ensure that safe Utility operations are maintained and for Sussex staffing levels purposes.
4. Default. The failure of any party to perform any obligation under this Agreement shall be considered a default. If a default occurs, the defaulting party shall have 30 days from receipt of the notice of default to cure the default. Failure to cure the default may be grounds to terminate for cause. Termination for cause shall be given in writing as provided in the Notice section G.
5. The obligation of Sussex to provide services terminates when the agreement terminates.

G. NOTICE

Any notice required to be given under this agreement shall be given by delivery of regular mail to the other party at the following address:

Village Clerk
Village of Lannon
Po Box 456
20399 W. Main Street
Lannon, WI 53046

Village Clerk
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

H. EFFECT OF AGREEMENT

Lannon and Sussex recognize this Agreement is the product of a unique set of circumstances. It is mutually acknowledged that many provisions contained herein are unique unto themselves and should not be precedent for any future agreement between Lannon and Sussex and/or other entities.

I. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

This Agreement embodies the entire Agreement and understanding among the parties. Any of the terms of this Agreement may be modified by written mutual agreement of the parties.

J. BINDING AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns,

SIGNATURES ON THE FOLLOWING PAGE

VILLAGE OF LANNON, WISCONSIN

Approved by the Lannon Village Board on the
____ day of _____, 2022.

By: _____

Village President

ATTEST: _____

Village Clerk

VILLAGE OF SUSSEX, WISCONSIN

Approved by the Sussex Village Board on the
____ day of _____, 2022.

By: _____

Village President

ATTEST: _____

Village Clerk

EXHIBIT A- SCOPE OF SERVICES

- A. Sussex will provide the following operational and maintenance services for Lannon’s public sewer system:
1. **SCADA System** (Supervisory Control and Data Acquisition)
Monitor SCADA system daily and monthly flows at Lannon lift stations and metering stations, monitor high flows and other SCADA alerts.
 - a. Respond to SCADA Alarms
 - b. If necessary, contact appropriate emergency responders.
 2. **Lift Stations**
 - a. Weekly Inspection and servicing of the Good Hope, Main Street, and Custer Drive lift stations.
 - 1) Operate valves per manufactures specification
 - 2) Inspect wet wells, clean when needed.
 - 3) Check float systems for proper operation.
 - 4) Inspect electrical control panels.
 - b. Preventive maintenance inside and outside of lift stations, as recommended by O&M manual.
 - c. Respond to SCADA Alarms: high water, power fail, seal fail, pump fail, etc.
 3. **Meter Stations**
 - a. Inspection of metering stations monthly.
 - b. Check daily flow data (SCADA System).
 - c. Respond to SCADA Alarm high water, power fail, etc.
 - d. Brush flumes quarterly.
 4. **Grinder Pumps – 5 existing pumps on private laterals**
 - a. Inspect and operate quarterly.
 - b. Clean wet wells and floats when needed.
 - c. Respond to pump fail float alarms.
 - d. Trouble-shoot electrical problems. Per Lannon Ordinance, electrical service issues (outside the equipment itself) are the property owner’s responsibility and Lannon must therefore be notified of any work in this regard to properly bill the property owner.
 5. **Stand-by Portable Generators**
 - a. Start two trailer mounted generators monthly.
 - b. Change oil and service generators annually per manufacturers’ recommendations.
 6. **Permanent Stand-by Generators**
 - a. Inspect weekly
 - b. Change oil and service generators annually per manufactures’ recommendations.
 7. **Customer Service Request**
 - a. For a call from Lannon residents reporting a basement sewer backup, respond according to the following procedures (if there are no widespread problems requiring Sussex personnel to respond to emergencies in the Sussex sewer system).
 - 1) If blocked, try and open the main by rodding, and or use a vacuum truck to pump down the backup to prevent further basement backup.
 - 2) If the main cannot be cleared, contact appropriate emergency jet cleaning services.
 - b. Evaluate the public sewer main.
 - 1) If blocked, try and open the main by rodding, and or use a vacuum truck to pump down the backup to prevent further basement backup.
 - 2) If the main cannot be cleared, contact appropriate emergency jet cleaning services.

- 3) If the blockage is in the private lateral, the homeowner will be so notified that it is up to the homeowner to call a plumber or call the Village of Lannon to proceed.
- B. Sussex will provide the following operational and maintenance services for Lannon's public water system:
- a. Install, repair, replace, and test water meters.
 - b. Repair minor above-ground only damage during regular working hours on hydrants resulting from vehicle accidents.
 - c. Inspect water meters for high/low reads as identified by Lannon.
 - d. Coordinate water distribution infrastructure repairs per Exhibit B.

Exhibit B – Emergency Repair and Contacting

In the event of an emergency where the residents of Lannon would have an interruption of sewer or water services, i.e., sewer main blockage, lift station failure, water main break, a Village of Sussex supervisor is authorized to contract with a contractor to perform the emergency repairs. Sussex staff will notify the authorized personnel from the Village of Lannon within 2 hours of Sussex receiving notification of the emergency.

Upon contacting the Lannon authorized person, the Village of Sussex staff will no longer be responsible for any decisions regarding the repairs of facility.

If a response from Lannon does not occur within 2 hours, Sussex staff has the authorization to respond as most practical, without being held liable for costs incurred.

Lannon will provide Sussex with contact information for the responsible personnel. Sussex will provide Lannon with the contact information for the responsible personnel.

Exhibit C – Equipment Rate Sheet

(Effective through 12-31-2022)

Utility Truck with Crane	\$40.00
Pick Up Truck	\$15.00
3,000-gallon Vacuum Truck	\$85.00
3-inch Pump	\$15.00
4-inch Pump	\$20.00
6-inch Pump	\$25.00
Valve Power Turner	\$25.00
Confined Space Entry Equipment	\$16.00