

AGENDA

Special Village Board Meeting Monday, June 14, 2010

6:00 P.M.

Village Hall
117 Spring Street
Oregon, WI 53575
Lower Level

1. Call to order
2. Roll call
3. Discussion and Possible Action re: Approving 2009 Consumer Confidence Report
4. Discussion and Possible Action re: Sewer Backup insurance claim (369 Jefferson Street)
5. Discussion/Update regarding Mowing of Village Parks and Greenways
6. Discussion and Possible Action re: Awarding of Contract for Market Street
7. Discussion and Possible Action re: Authorizing Pavement of Composting Site in the amount of \$10,440 (Note: There was no official motion made on this item at the special June 9th Board meeting)
8. Discussion and Possible Action re: Authorizing Village President to Sign Addendum to Ruekert and Mielke's Braun Road Phase II Agreement for Installing Signals at North Main and Braun Road
9. Discussion and Possible Action re: Authorizing Village President to Sign Addendum to Ruekert and Mielke's Braun Road Phase II Agreement for Installing Street Trees
10. Discussion and Possible Action re: Approving Chase Fee Increase of approximately \$20.00 per month for October, 2010 to October, 2013
11. Discussion and Possible Action re: PSN Agreement (allow online utility bill viewing and payment)
12. Discussion of Scheduling Special June 28th Finance Meeting

Discussion of Agenda Items 13 & 14 will not begin before 6:30PM

13. Discussion and Possible Action re: Ordinance #10-10 relating to limiting the sale of intoxicating liquor by the holders of certain “Class A” licenses to wine (Draft Ordinance will be available at Special Board Meeting)
14. Discussion and Possible Action re: Walgreen’s Liquor License
15. Discussion of Drafting Liquor License Polices at June 21st Board Meeting
16. Reminder about June 29th – 6:30 PM Downtown Ribbon Cutting in Waterman Park
17. Village’s Strategic Outreach & Planning Community Survey will be mailed in early July (FYI Only)
18. Adjournment

Note: Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Village Clerk at (608) 835-3118, 117 Spring Street, Oregon, Wisconsin, at least twenty-four hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

2009 CONSUMER CONFIDENCE REPORT

PWS ID 11302511, OREGON WATERWORKS

Introduction

We are pleased to present this year's Annual Water Quality Report to you, discussing the water quality and services delivered to you every day. Our goal is to provide a safe and dependable supply of drinking water. We want you to be aware of our ongoing efforts to improve the village's water treatment process and at the same time protect our water resources. We are committed to ensuring the quality of your water.

Drinking water for the Village of Oregon area retail and wholesale customers is provided from three (3) ground source wells. The wells are located in different stone formations such as Glacial Drift, St. Peter sandstone, Prairie Du Chien Dolomite, Trempealeau Formation, Franconia sandstone, Galesville sandstone, Eau Claire sandstone and Mount Simon sandstone.

The Village of Oregon currently operates the water system with two full time employees that are licensed through the State of Wisconsin Department of Natural Resources (DNR), and typically two seasonal employees. These employees are responsible for sampling the water quality that includes daily testing of fluoride levels. Chlorine levels are tested twice weekly and nine (9) bacteria tests and one (1) split sample testing for fluoride are conducted monthly with the State Laboratory of Hygiene. One (1) bacteria test of raw water from each well occurs quarterly. These same employees also maintain 30 plus miles of water mains, 524 fire hydrants and 709 water main valves.

In addition to the three wells, the Village also has three underground reservoirs and three standpipes that store approximately 1.36 million gallons of water for consumer consumption and fire protection. In 2009 the Village of Oregon pumped over 276 million gallons of water.

The Village has adopted a wellhead protection plan by ordinance to protect groundwater at its three existing wells. This plan may be reviewed at the Village Hall during normal business hours.

We are pleased to report that our drinking water is safe and meets federal and state requirements.

Water System Information

If you have any questions about this report or concerning your water utility, please contact **Randy Hynes, Operator at 835-6294**. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled Public Works meetings. They are normally held on **the fourth Monday of each month at 117 Spring Street and begin at 6:00 p.m. Please call the Village Clerk's office to verify meeting date and time (835-3118)**.

Health Information

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Source(s) of Water

Source id	Source	Depth (in feet)	Status
3	Groundwater	953	Active
4	Groundwater	853	Active
5	Groundwater	890	Active

A summary of the source water assessment for OREGON WATERWORKS is available at: http://prodoasext.dnr.wi.gov/inter1/pk_swap_web.p_swap_summary?i_ro_seq_no=134803

Educational Information

The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally- occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which shall provide the same protection for public health.

Number of Contaminants Required to be Tested

This table displays the number of contaminants that were required to be tested in the last five years. The CCR may contain up to five years worth of water quality results. If a water system tests annually, or more frequently, the results from the most recent year are shown on the CCR. If testing is done less frequently, the results shown on the CCR are from the past five years.

Contaminant Group	# of Contaminants
Disinfection Byproducts	2
Inorganic Contaminants	16
Microbiological Contaminants	2
Radioactive Contaminants	3
Synthetic Organic Contaminants including Pesticides and Herbicides	23
Unregulated Contaminants	4
Volatile Organic Contaminants	20

Disinfection Byproducts

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2009)	Violation	Typical Source of Contaminant
TTHM (ppb)	80	0	3.8	3.8	8/15/2007	NO	By-product of drinking water chlorination

Inorganic Contaminants

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2009)	Violation	Typical Source of Contaminant
BARIUM (ppm)	2	2	.025	.013-.025	06/02/2008	NO	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits

CHROMIUM (ppb)	100	100	1	1- 1	06/02/2008	NO	Discharge from steel and pulp mills; Erosion of natural deposits
COPPER (ppm)	AL=1.3	1.3	.1800	0 of 20 results were above the action level.	06/12/2008	NO	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
FLUORIDE (ppm)	4	4	1.0	.8- 1.0	06/02/2008	NO	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
LEAD (ppb)	AL=15	0	8.40	0 of 20 results were above the action level.	06/12/2008	NO	Corrosion of household plumbing systems; Erosion of natural deposits
NITRATE (NO3-N) (ppm)	10	10	4.17	1.39- 4.17		NO	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)	n/a	n/a	3.80	2.90- 3.80	06/02/2008	NO	n/a

Radioactive Contaminants

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2009)	Violation	Typical Source of Contaminant
COMBINED URANIUM (ug/l)	30	0	2.1	0.5-2.1	03/04/2008	NO	Erosion of natural deposits
GROSS ALPHA, EXCL. R&U (pCi/l)	15	0	4.0	nd-4.0		NO	Erosion of natural deposits
GROSS ALPHA, INCL. R&U (n/a)	n/a	n/a	4.0	nd-4.0		NO	Erosion of natural deposits
GROSS BETA PARTICLE ACTIVITY (pCi/l)	n/a	n/a	1.4	nd- 1.4		NO	Decay of natural and man-made deposits. MCL units are in millirem/year. Calculation for compliance with MCL is not possible unless level found is greater than 50 pCi/l.
RADIUM, (226 + 228) (pCi/l)	5	0	4.5	1.1-4.5		NO	Erosion of natural deposits

Unregulated Contaminants

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2009)	Violation	Typical Source of Contaminant
BROMODICHLOROMETHANE (ppb)	n/a	n/a	1.20	1.20	08/15/2007	NO	n/a
BROMOFORM (ppb)	n/a	n/a	.46	.46	08/15/2007	NO	n/a
CHLOROFORM (ppb)	n/a	n/a	1.00	1.00	08/15/2007	NO	n/a
DIBROMOCHLOROMETHANE (ppb)	n/a	n/a	1.10	1.10	08/15/2007	NO	n/a

Definition of Terms

Term	Definition
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
pCi/l	picocuries per liter (a measure of radioactivity)
ppm	parts per million, or milligrams per liter (mg/l)
ppb	parts per billion, or micrograms per liter (ug/l)
TCR	Total Coliform Rule

ADDITIONAL INFORMATION

Save Money When Sprinkling Lawns

When sprinkling lawns, you'll lower your water bill by following this advice:

Sprinkle lawns early in the morning or in the evening. (On hot days, as much as 75 percent of the water evaporates when you sprinkle between noon and 6 p.m. Why pay for water that won't reach the grass and plants' roots?)

Don't sprinkle lawns more than once a week. (Light frequent sprinkling isn't good for your lawn because it encourages a shallow root system rather than a deep, healthy root system. Established lawns need about one inch of water a week. To check sprinkling efficiency, place a cup on the lawn when you sprinkle. When water reaches the one inch mark, turn off the sprinkler).

Water Hardness - 18.25 Grains = 310 P.P.M.

Calcium and magnesium - two minerals that cause water to be "hard" - are found in groundwater throughout Wisconsin, including the Village of Oregon. At 18.25 grains, the Village of Oregon's water hardness is at a level that responds well to a home water softening device.

Because water is "softened" by adding salt, install a softener only on your hot water supply or leave the kitchen tap unsoftened. That way, you'll avoid adding sodium to your drinking water. Don't forget: water softeners require regular maintenance, regeneration, and salt purchases.

If You Have Water Problems

Be sure to call the Village of Oregon Utility if:

- water backs up in your basement,
- you smell sewer gas,
- your water pressure is low,
- your water is discolored, or
- you see water running into the street.

If water is backing up in your basement, stop using all water. Then, call the Village of Oregon water utility before you call a plumber or private drain cleaning company. Village of Oregon utility workers will come out and help you determine if the problem is in the Village's line or yours. If the problem is in the Village's lines, the Village will fix it at no charge. If, however, the problem is in your line, you are responsible for cleaning or repair.

If you are experiencing unexplained high water use, we can also check your home's plumbing for leaks or faulty fixtures. (There is no charge for this service.)

If you experience a water/sewer problem between 7:00 a.m. and 3:30 p.m., call (608) 835-6294. If you have water/sewer problem after hours or on weekends, call the police dispatcher at 835-3111. The dispatcher will contact a utility employee to check the problem.

About Bottled Water

Under federal law, water bottlers are subject to less rigorous testing, treatment and public notification requirements than community water suppliers. In addition, bottled water does not contain fluoride, which has been shown to help prevent tooth decay.

Also, bottled water is more expensive than tap water. If you drink three 20-oz bottles of water each day, it will cost you over \$1,000 a year. The same amount of Village of Oregon tap water will cost you 40 cents for the year.

CONCLUSION

Thank you for allowing us to provide your family with clean, quality water. In order to maintain a safe and dependable water supply we sometimes need to make improvements to the water system. These improvements are sometimes reflected in rate structure adjustments. Thank you for understanding.

Please note it is important to keep the area around the fire hydrants free of snow, debris, weeds and plantings to ensure the water department is able to maintain hydrants properly.

At the Village of Oregon, we are constantly working to provide top quality water to our customers. We ask that our customers help us protect our water sources, which are important to our quality of life and future. Thank you for taking the time to review this report, and please call our office if you have questions and/or comments.

Mark W. Below
Director of Public Works

Michael Gracz

From: Mark Below
Sent: Tuesday, May 18, 2010 1:45 PM
To: Michael Gracz
Subject: FW: Sewer cleaning on Jefferson St

From: Gary Disch
Sent: Wednesday, May 12, 2010 2:10 PM
To: Mark Below
Subject: Sewer cleaning on Jefferson St

Mark,

The sewer book shows that we started cleaning Jefferson Street August 9, 2007 then we called in McCann's sewer cleaning and had them jet/vacuum the sewer line from Ash Street down to the railroad tracks then north to the creek. We felt we cleaned the line after that date but we don't have anything written down in the sewer book.

Gary

March 31, 2010



Arnold Mays
Carol Mays
369 Jefferson Street
Oregon, WI 53575

1700 Opdyke Court
Auburn Hills, Michigan
48326
(248) 371-3100
(800) 225-6561
(248) 371-3091 fax
www.midwestclaims.com

Re: Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: Village of Oregon
Date of loss: 03/15/2010
Our Claim #: WI8 145868
Claimant: Arnold Mays and Carol Mays

Dear Mr. Mays and Ms. Mays:

Midwest Claims Service, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance who provides the insurance coverage for the Village of Oregon. We are in receipt of the above-stated claim in which you incurred property damages due to a sewer backup event. The date of loss was March 11, 2010.

Please be advised that we have completed our investigation and will be recommending that the Village of Oregon deny this claim. Our investigation has revealed that the Village of Oregon was not negligent with regard to this matter. Pursuant to our findings, the proximate cause of this sewer backup was due to an unknown blockage in the main sewer line. The Village did not have prior notice of any type of blockage or defect, and upon notice the Village remedied the situation. A municipality has no liability unless it knew, or should have known, of the existence of a defect and had a reasonable amount of time to repair the defect.

Sincerely,

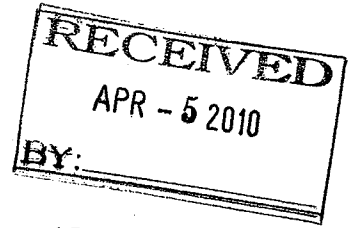
A handwritten signature in black ink that reads 'Shannon Fike'.

Shannon Fike
Claims Adjuster

cc : Village of Oregon
Baer Insurance Services

cc: mark

March 31, 2010



Village of Oregon
Attn: Georgia Johnson
117 Spring Street
Oregon, WI 53575



1700 Opdyke Court
Auburn Hills, Michigan
48326
(248) 371-3100
(800) 225-6561
(248) 371-3091 fax
www.midwestclaims.com

Re: Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: Village of Oregon
Date of loss: 03/15/2010
Our Claim #: WI8 145868
Claimant: Arnold Mays and Carol Mays
369 Jefferson Street, Oregon, WI 53575

Dear Ms. Johnson,

Midwest Claims Service, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance who provides the insurance coverage for the Village of Oregon. We are in receipt of the above-stated claim in which the claimant alleges property damages due to a sewer backup. The date of loss was March 11, 2010.

We have completed our investigation of this claim and recommend that the Village of Oregon deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to 6 months.

The basis of this denial should be that there was no negligence on behalf of the Village of Oregon. Our investigation has revealed that the cause of the sewer backup was due to an unknown debris blockage in the main sewer line. The Village of Oregon did not have prior notice of the blockage and upon notice remedied the situation. A municipality has no liability unless it knew, or should have known, of the existence of a defect and had a reasonable amount of time to repair the defect.

Please send your denial letter to the above-listed claimant. The denial letter should be sent certified or registered mail (restricted) and must be received by the claimant within 120 days after you received the claim. Please send copy of denial to our address as stated above. If you have any further questions, please feel free to call me at 800-225-6561 x3099.

Sincerely,

Shannon Fike
Claims Adjuster

cc : Baer Insurance Services

White Knight Carpet Rescue, Incorporated
 P.O. Box 6336
 Madison, Wisconsin 53716-0556

INVOICE

22527

DATE: 3/15/2010
 INVOICE NO.:

(608) 257-1991

BILL TO:
 Arnold May
 369 Jefferson St.
 Oregon, WI 53575

WWW.CarpetRescuers.com

P.O. NUMBER	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Flood Service Charge	125.00	125.00T
617	Weighted Water Extraction Carpet & Pad (WTR EXTW) After Hours	0.51	314.67T
617	EPA approved antimicrobial treatment to affected area	0.24	148.08T
2	Blower Rental (each fan per day) 8 Blowers	203.52	407.04T
2	Phoenix 200 LGR Dehumidifier	115.00	230.00T
	Re- Stretch/Re-Installation Of Carpet Per Square Yard	125.00	125.00T
617	Cleaning of Carpet	0.38	234.46T
	20% Off Carpet Cleaning	-20.00%	-46.89
			\$84.55
			TOTAL

Pl Air Express
3/15/10

I hereby acknowledge the satisfactory completion of the above described services

Arnold May

Sales Tax (5.5%) \$84.55

Finance charge of 1% per month from invoice date will be added after 30 days. APR 12%

TOTAL \$1,621.91

\$1,621.91

2866 Bud's Dr.
Fitchburg, WI 53719
(608) 441-5921

**Wolf Appliance Co.,
LLC**

Fax

To: Midwest Claims Service **From:** Arnold Mays Jr.

Fax: 248-371-3091 **Pages:** 1

Phone: **Date:** 3/16/2010

Re: *WATER DAMAGE* **Fax:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Info regarding claim against Dept. of Public Works in Oregon, WI. Storm sewer down the street from my house clogged and caused water to back up through the drain in my basement. This resulted in about three inches of water in my basement, which is partially finished.

Arnold Mays Jr.
(608) 347-6161

Arnold Mays Jr. 3/16/2010



Midwest Claims Service

24 Hour Telephone: 800-225-6561
FAX 248-371-3091
E-Mail: claims@midwestclaims.com

NOTICE OF:

- CLAIM (Submitted for consideration of payment)
- INCIDENT NOTICE (Record of purpose may develop into claim)

Date Reported: _____		Policy Number: _____		Policy Term: <u>1/1/10 to 1/1/11</u>		
Reported By: _____		Phone #: <u>608 835 3118</u>		Fax #: <u>608 835 6503</u>		
Title/Position: _____		E-mail Address: <u>(608)</u>		_____		
INSURED: <u>Village of Oregon</u>		Job/Position: <u>direct 835 6282</u>		_____		
Contact Person: <u>Georgia JOHNSON</u>		Phone #: _____		_____		
Address: _____		Phone #: _____		_____		
e-mail Address: _____		Phone #: _____		_____		
COVERAGE TYPE: <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> POLICE LIABILITY <input type="checkbox"/> PUBLIC OFFICIALS LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> PROPERTY <input type="checkbox"/> BOILER & MACHINERY						
LOSS INFORMATION - DESCRIBE HOW LOSS OCCURRED:						
Religion: <u>SMF</u>		Loss Code: <u>170</u>		DATE: <u>MAR 17 2010</u>		
By: <u>SED</u>		ATTACH ADDITIONAL COPIES AS NEEDED				
REPORTED TO (POLICE OR FIRE DEPT): _____		DATE OF CLAIM INCIDENT: <u>3-15-10</u>		TIME: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.		
LOCATION OF CLAIM INCIDENT: _____		DATE OF CLAIM INCIDENT: <u>3-17-10</u>		DATE INSURED NOTIFIED: _____		
INSURED VEHICLE - AUTO LIC. VEH. NO. YEAR, MAKE, MODEL: _____		VIN (VEHICLE IDENTIFICATION): _____		PLATE NO.: _____		
DRIVER'S NAME: _____		RESIDENCE PHONE (A/C, No., Ext.): _____		BUSINESS PHONE (A/C, No., Ext.): _____		
DESCRIBE DAMAGE: _____		DATE OF BIRTH: _____		DRIVER'S LICENSE NUMBER: _____		
ESTIMATE AMOUNT: _____		PURPOSE OF USE: _____				
WHERE CAN VEHICLE BE SEEN? _____		ESTIMATE AMOUNT: _____				
INSURED PROPERTY LOSS INFORMATION						
LOCATION OF LOSS: <u>367 JEFFERSON ST. OREGON, WI</u>		POLICE OR FIRE DEPT. TO WHICH REPORTED: <u>DEPT. OF PUBLIC WORKS</u>				
KIND OF LOSS (Fire, Wind, Explosion, Etc.): <u>WATER</u>		PROBABLE AMOUNT ENTIRE LOSS: <u>\$1621.97</u>				
DESCRIPTION OF LOSS & DAMAGE (Use reverse side if necessary): <u>WATER BACK UP DAMAGE IN BASEMENT (CARPET) OVER</u>						
PROPERTY OF OTHERS - LOSS INFORMATION						
DESCRIBE PROPERTY (If auto, year, make, model, plate no.): _____		OTHER VEH/PROP INS? <input type="checkbox"/> YES <input type="checkbox"/> NO		COMPANY OR AGENCY NAME & POLICY NO.: _____		
OWNER'S NAME & ADDRESS: _____		BUSINESS PHONE (A/C, No., Ext.): _____		RESIDENCE PHONE (A/C, No.): _____		
DESCRIBE DAMAGE: _____		ESTIMATE AMOUNT: _____		WHERE CAN DAMAGE BE SEEN? _____		
INJURED						
NAME & ADDRESS		PHONE (A/C, No.)	PEO	NS VET	OTHER VET	AGE
WITNESSES						
NAME & ADDRESS		BUSINESS PHONE (A/C, No., Ext.)		RESIDENCE PHONE (A/C, No.)		

FORWARD THIS REPORT TO MIDWEST CLAIMS SERVICE, 1700 Opdyke Court, Auburn Hills, Michigan 48326. If a loss involves bodily injury or major property damage, please contact MIDWEST CLAIMS SERVICE at 1-800-225-6561. We will take the loss information from you and investigate as necessary. The information we will need will closely follow this form so you may use it as a guideline. If you do not have complete information, do not delay in reporting. Details will be determined during the investigation. PLEASE REPORT DIRECTLY AND PROMPTLY.

03/16/2010 08:32 FAX 6084415972

TORM SEWER CLOGGED - BRICK UP WALL -
THROUGH DRAIN IN BASEMENT. FLOODED
WISHED SIDE OF BASEMENT.

WANT 15 FOR WATER EXTRACTION, ANTI-
MICROBIAL TREATMENT, FAN + DEHUMID-
IFIER, AND RE-INSTALL CARPET.

ARNOLD & CAROL MAYS
364 JEFFERSON ST.
MILWAUKEE, WI

53575

- (608) 835-8487 (NIGHTS)
- (608) 347-6161 (DAYS)
- (608) 698-1955 (DAYS)



June 11, 2010

Mr. Mark Below
Public Works Director/Zoning Administrator
Village of Oregon
117 Spring Street
Oregon, WI 53575-1494

RE: Market Street Sanitary Sewer Rehabilitation and Pavement Resurfacing

Dear Mr. Below:

Bids for the above project were opened on June 10, 2010 at 1:30p.m. and were as follows:

	<u>Bidder</u>	<u>Base Bid</u>
1.	<u>Terra Engineering & Construction Corporation</u>	\$ <u>235,884.00</u>
2.	<u>McCann's Underground</u>	\$ <u>235,178.00</u>
3.	<u>E & N Hughes Co., Inc.</u>	\$ <u>230,129.25</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors.
3. Low bidder has successfully completed similar projects over the last several years.

On these bases, we recommend that E & N Hughes Co., Inc. be awarded the Market Street Sanitary Sewer Rehabilitation and Pavement Resurfacing contract, in the amount of \$230,129.25. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects unpredictable factors may increase the final contract amount. For this reason we recommend that the Village include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Board approval has been received, please have the

Recommendation of Award
Mr. Mark Below
Village of Oregon
June 11, 2010
Page 2

appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Please advise us of your award decision, or call if there are any questions.

Very truly yours,

RUEKERT/MIELKE



Russell J. Barry, P.E.
Principal/ Senior Project Manager

RJB:sjs
Encl: Notice of Award (3 copies)

cc: Joseph W. Eberle, P.E., Ruekert/Mielke
File

(7)

DANE COUNTY HIGHWAY & TRANSPORTATION DEPARTMENT

ESTIMATE

2302 Fish Hatchery Road

Madison, Wisconsin 53713-2495

Phone: (608) 266-4261 FAX: (608) 266-4269

PROJECT NO. 81021-xxx

AGENCY: Village of Oregon

TYPE OF WORK: Milling and Asphaltic Concrete Pavement

LOCATION: Various Streets

CALCULATED BY: GAP

CHECKED BY: MRR

DATE: 5/14/2010

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Option B: Compost Site Paving Central Road and Loop Road				
Add base course to level (if needed)	270	CY	\$ 17.00	4,590.00
HMA Pavement, 4-inches, Center Rd 20'x170'	90	Tons	\$ 65.00	5,850.00
HMA Pavement, 4-inches, Loop Rd 15' x 560'	220	Tons	\$ 65.00	14,300.00
		Sub-Total		24,740.00
		+/- 15% Contingencies		3,760.00
		Total		\$ 28,500.00

\$10,440

Michael Gracz

From: Mark Below
Sent: Friday, May 14, 2010 11:11 AM
To: Michael Gracz
Subject: FW: Compost Site Estimate
Attachments: 2010 Est-2.XLS

From: Petersen, Greg [mailto:petersen.greg@co.dane.wi.us]
Sent: Friday, May 14, 2010 11:09 AM
To: Mark Below
Subject: Compost Site Estimate

Mark,
Attached is the revised estimate for the compost site. If you want to do the center road only just subtract the loop from the estimate total.

<<2010 Est-2.XLS>>

Greggar Petersen, P.E.
Dane County Highway & Transportation Dept
(608) 266-9081 or (608) 575-2824

Total Control Panel

[Login](#)

To: mbelow@vil.oregon.wi.us [Remove this sender from my allow list](#)
From: petersen.greg@co.dane.wi.us

You received this message because the sender is on your allow list.



June 11, 2010

Mr. Mark Below
Public Works Director/Zoning Administrator
Village of Oregon
117 Spring Street
Oregon, WI 53575-1494

RE: Braun Road/CTH MM Traffic Signalization
Engineering Proposal

Dear Mr. Below:

Thank you for requesting a proposal from Ruekert/Mielke for the Braun Road/CTH MM Traffic Signalization project. I have enjoyed working with you on past projects and welcome the opportunity to work with you again on this project. I understand the design, bidding, and construction administration of this project will require the following services:

- Field survey of the intersection to locate physical features, right-of-way lines, and existing utilities.
- Design and preparation of traffic signal layout sheets, a sequence of operations sheet, traffic signal cable routing sheet, a pavement marking and signing plan, miscellaneous quantity sheets, and construction detail sheets.
- Preparation of a project manual and specifications for bidding.
- Respond to contractor bidding questions and issue any necessary addenda.
- Attend bid opening, review bids, prepare bid tabulation and prepare a recommendation for Village Award.
- Prepare contract documents and assist with coordination of Village and Contractor signatures.
- Coordinate and attend a preconstruction conference including issuance of meeting minutes.
- Provide construction staking and periodic construction review of contractors traffic signal installation and pavement marking operations.



Mr. Mark Below
Village of Oregon
June 11, 2010
Page 2

- Provide necessary contract administration, including contract interpretations, answering contractor questions, review and preparation of recommendations for payment, issuance of any change orders, preparation of closeout documentation, including verification of punch list completion, preparation of recommendation for final payment, preparation of GASB records, and preparation of project record drawings.

We propose to complete the above services at a lump sum cost of \$23,800.00.

Design of any intersection lighting powered by the traffic signal cabinet is included in the Scope of Services, however, modification of any street system lighting or lighting not powered from the traffic signal cabinet will be considered a utility relocation and is excluded from the Scope of Services. Outside printing costs for bidding will be billed as an additional reimbursable expense. Based upon our previous conversation, the Scope of Services does not include performing traffic counts, signal warrant analysis, traffic study, or permitting other than submittal of plans and specifications to Dane County Transportation Department.

The above described professional services will be provided to you in accordance with our existing Professional Services Agreement with the Village, which is made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

If you have any questions on this proposal or require any additional information, please feel free to contact me. We are excited about the opportunity to work with you on this project and are ready to begin on Village authorization.

Very truly yours,

RUEKERT/MIELKE

Russell J. Barry, P.E.
Principal/ Senior Project Manager

RJB:sjs

Enclosure

cc: Joseph W. Eberle, P.E., Ruekert/Mielke
File



Ruekert·Mielke

engineering solutions for a working world

Mr. Mark Below
Village of Oregon
June 11, 2010
Page 3

CLIENT NAME:

Village of Oregon

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: William J. Mielke
William J. Mielke, P.E., R.L.S

Title: President/CEO

Date: 6/11/10

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

Name: Russell J. Barry, P.E.

Title: Project Manager

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

June 11, 2010

Mr. Mark Below
Public Works Director/Zoning Administrator
Village of Oregon
117 Spring Street
Oregon, WI 53575-1494

Re: Amendment to Agreement for Professional Engineering Services
Braun Road Extension from Market Street to Cusick Parkway (Street Trees)

Dear Mr. Below:

We understand the Village wishes to have the installation of street trees along Cusick Parkway and Braun Road included with the Braun Road Extension project. This letter will serve as an amendment to our existing Braun Road Extension Engineering Agreement. We will prepare a two-dimensional landscape plan depicting a proposed street tree layout for Braun Road and Cusick Parkway in construction document format. The plan will include identification and location of all proposed street trees in the right-of-way terrace area. Tree species will be selected in accordance with the Village of Oregon Zoning Ordinance Landscaping Requirements. Construction specifications will be prepared and included in the overall project manual for bidding. Field layout and periodic construction review of the contractors installations will also be provided. We propose to provide the above services for a lump sum cost of \$2,700. If this proposal meets with the Village's approval, please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

Please feel free to contact me if you have any questions regarding this proposal.

Very truly yours,

RUEKERT/MIELKE



Russell J. Barry, P.E.
Principal/ Senior Project Manager

RJB:sjs
Enclosure
cc: Joseph W. Eberle, P.E., Ruekert/Mielke
File



Ruekert·Mielke

engineering solutions for a working world

Mr. Mark Below
Village of Oregon
June 11, 2010
Page 2

CLIENT NAME:

Village of Oregon

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: William J. Mielke
William J. Mielke, P.E., R.L.S

Title: President/CEO

Date: 6/11/10

Designated Representative:

Name: Russell J. Barry, P.E.

Title: Project Manager

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

Renee Hoeft

From: Peter C Pulos [peter.c.pulos@jpmchase.com]
Sent: Thursday, May 20, 2010 9:43 AM
To: Renee Hoeft; Thomas M Harkless
Subject: RE: Chase agreement
Attachments: Village of Oregon New Pricing Extension.xls

Renee

Thanks again for trusting in Chase. We hoped to have delivered the service that you were expecting these last few years. I know that Tom and I truly appreciate you as a customer and the references that you have given for us.

We discussed the pricing changes for the upcoming new period and we have kept the increases to a minimum. I have attached a spreadsheet with the new fees. The price changes come out to about \$20 extra per month.

Please review and let us know if you have any questions.

Thanks again

Pete

Peter C. Pulos | V.P. Treasury Manager Public Sector WI/MN/SD/ND | Treasury & Securities Services | J.P. Morgan | 111 East Wisconsin Ave, Floor 15 WI 1-2041, Milwaukee, WI 53202-4815 | T: 414.977.6605 | M: 262-844-1822 | F: 414.977.6624 | peter.c.pulos@jpmchase.com | jpmorgan.com

From: Renee Hoeft [mailto:RHoeft@vil.oregon.wi.us]
Sent: Friday, May 14, 2010 9:09 AM
To: Thomas M Harkless; Peter C Pulos
Subject: Chase agreement

Tom and Pete,

Monday night the Finance committee approved my recommendation to extend our agreement with Chase another 3 years. The current contract is up in October 2010. Please send me details on any fee changes.

Thanks,

Renee Hoeft
Finance Director
Village of Oregon
117 Spring Street
Oregon, WI 53575
608-835-6281
608-835-6503 (fax)
rhoeft@vil.oregon.wi.us

Total Control Panel

[Login](#)

To: rhoeft@vil.oregon.wi.us [Remove this sender from my allow list](#)
From: peter.c.pulos@jpmchase.com

You received this message because the sender is on your allow list.

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is **STRICTLY PROHIBITED**. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

Village of Oregon - New Contract Pricing Extension

Treasury Management Services

Group Account #735055725

Annual Volumes (2009)*

Service	Description	Annual Volume*	Current Unit Price	Charge	New Unit Price	New Charge	
Account Services							
Deposit Insurance Fee	FDIC Assessment: A pass-through fee based on each \$1,000 in monthly average ledger balances, times the current premium rate.	207,989	13.0400	271.22	13.0400	271.22	0.00
Account Maintenance	Monthly DDA account maintenance.	36	0.0000	0.00	0.0000	0.00	0.00
Post No Check	Account that does not allow checks	12	3.0000	36.00	3.0000	36.00	0.00
Subtotal				307.22		307.22	0.00
Depository Services							
Credits Posted	Any credit posted to an account, for example deposits, interest credit adjustments, etc.	246	0.0000	0.00	0.0000	0.00	0.00
Dep Checks Deposit Corrections	A charge for manually correcting an out of balance deposit.	22	0.0000	0.00	0.0000	0.00	0.00
Check Image Deposited	Checks deposited via Image Deposited Direct that are converted to Image Replacement Documents (IRDs).	5,858	0.1500	878.70	0.1500	878.70	0.00
ACH Eligibility Testing/Filter	Item passed through Image Deposit Direct and acceptability testing and passed to ACH for clearing.	31,855	0.0000	0.00	0.0000	0.00	0.00
Dep Return Items Returned	Basic fee for deposited checks that are returned unpaid.	6	6.0000	36.00	6.0000	36.00	0.00
Subtotal				914.70		914.70	0.00
Disbursement Services							
Cont Disb Funding Transfer	Funding transfer between funding account and CDA account.	482	0.0000	0.00	0.0000	0.00	0.00
Cont Disb Maintenance	Monthly maintenance fee for account on Controlled Disbursement.	12	0.0000	0.00	0.0000	0.00	0.00
Cont Disb Checks Paid	Checks paid on a Controlled Disbursement account.	2,714	0.0000	0.00	0.0200	54.28	54.28
Pws Imaging Maintenance	Monthly maintenance charge for PWS Imaging.	12	0.0000	0.00	0.0000	0.00	0.00
Image Retrieval Per Retrieve	Image requested via PWS; paid 90 or fewer days from requested date.	22	3.0000	66.00	3.0000	66.00	0.00
Image Retrieval Per Retrieve	Image requested via PWS paid 91 or more days from requested date.	0	5.0000	0.00	5.0000	0.00	0.00
Pws Check Services Maintenance	Monthly maintenance fee for accounts on Payables Web Services (PWS).	12	0.0000	0.00	0.0000	0.00	0.00
Pws Email Except Notif	Monthly maintenance for positive pay exception notification via PWS.	12	0.0000	0.00	0.0000	0.00	0.00
Electronic Stop Payment	Stop payments processed via PWS.	6	10.0000	60.00	10.0000	60.00	0.00
Subtotal				126.00		180.28	54.28
Reconciliation Services							
Positive Pay Maintenance	Monthly maintenance fee for positive pay.	12	0.0000	0.00	0.0000	0.00	0.00
POS Pay Without Recon	Monthly charge for a Positive pay ARP account that is not reconciled.	12	0.0000	0.00	0.0000	0.00	0.00
POS Pay Without Recon Items	Charge per items paid on account with positive pay.	2,724	0.0000	0.00	0.0000	0.00	0.00
Payee Name Reviewed Item	Charge for checks reviewed under the payee name positive pay service.	2,714	0.0000	0.00	0.0000	0.00	0.00
Image Capture Per Item	Per item charge for items imaged.	2,715	0.0000	0.00	0.0200	54.30	54.30
ARP Manual Key Entry	Charge for each ARP item manually keyed by ARP Operations.	4	0.0000	0.00	0.0000	0.00	0.00
ARP Exception Items	Charge for each reconciliation exception item.	6	0.0000	0.00	0.0000	0.00	0.00
Check Exception Return	Charge for each ARP Exception Check Returned.	1	20.0000	20.00	20.0000	20.00	0.00
Subtotal				20.00		74.30	54.30
Automated Clearing House							
ACH Receiver Svcs-Maintenance	Monthly maintenance fee for ACH Receiver Services.	12	45.0000	540.00	45.0000	540.00	0.00
ACH Receiver Svcs-Transaction	Item fee for each ACH item received into Electronic Lockbox.	4,008	0.0000	0.00	0.0000	0.00	0.00
ACH Receiver Svcs-Reformat	Item fee for translating and reformatting each received ACH item into a single detail report.	4,008	0.0150	60.12	0.0200	80.16	20.04
Dpc Maintenance	Maintenance fee for checks processed as ACH via Image Deposit Direct.	12	20.0000	240.00	20.0000	240.00	0.00
ACH Internet - Maintenance	Monthly product fee for ACH Services via J.P. Morgan ACCESS.	12	0.0000	0.00	0.0000	0.00	0.00
Darc Item Originated	Items originated through the ACH system from Image Deposit Direct. Fee includes capture of item, processing item, and ACH fees.	26,222	0.0600	1,573.32	0.0600	1,573.32	0.00
ACH Internet-Debit Originated	Per item charge for originating ACH debits via J.P. Morgan ACCESS.	6,143	0.0000	0.00	0.0100	61.43	61.43
ACH Internet-Credit Originated	Per item charge for originating ACH credits via J.P. Morgan ACCESS.	2,625	0.0000	0.00	0.0100	26.25	26.25

*Volumes based on actual 2008 and estimated 2009 figures.

Service	Description	Annual Volume*	Current Unit Price	Charge	New Unit Price	New Charge	
ACH Addenda Records	Per item charge for ACH items originated with addenda.	45	0.0200	0.90	0.0200	0.90	0.00
ACH Debit Received	Per item charge for each ACH debit posted to account.	202	0.0000	0.00	0.0200	4.04	4.04
ACH Credit Received	Per item charge for each ACH credit posted to account.	507	0.0500	25.35	0.0200	10.14	-15.21
Dpc ACH Return	Image Deposit Direct ACH items originated and returned for various return reasons (i.e. account closed; insufficient funds; account not found)	22	0.5500	12.10	0.5500	12.10	0.00
IRD Creation	Image replacement document via IDD	11	0.0800	0.88	0.0800	0.88	0.00
ACH NOC	ACH items returns due to changed or incorrect routing or account information	5	3.5000	17.50	3.5000	17.50	0.00
ACH Return	Charge for each originated ACH item that is returned by the receiving financial institution.	5	0.0000	0.00	0.0000	0.00	0.00
ACH Return Email Notification	ACH returns delivered via email.	5	1.5000	7.50	1.5000	7.50	0.00
ACH Ada Maintenance	Monthly maintenance fee for ACH Debit Block.	36	0.0000	0.00	0.0000	0.00	0.00
ACH Ada Authorized ID	Item fee for debit blocking/authorization for each company Id defined.	162	0.0000	0.00	0.0000	0.00	0.00
Arc Swap of Data	Overlay of proper ACH clearing data for Image Deposit Direct.	41	0.0000	0.00	0.0000	0.00	0.00
ACH Receiver Svcs-Data Trans	Charge for transmission of data files to customer.	253	0.0000	0.00	0.0000	0.00	0.00
Subtotal				2,477.67		2,574.22	96.55
Information Services							
Acct Maint Fee (45 Day Hist)	Monthly information reporting maintenance fee.	144	0.0000	0.00	0.0000	0.00	0.00
Info Svcs Transactions Loaded	Per item charge for items reported via J.P. Morgan ACCESS.	4,727	0.0000	0.00	0.0100	47.27	47.27
JPMorgan Special Report Fee	Charge to access special reports within J.P. Morgan ACCESS information reporting.	10	0.0000	0.00	0.0000	0.00	0.00
Subtotal				0.00		47.27	47.27
JPMorgan Access							
Access Account Transfer Item	Transfer fee for J.P. Morgan ACCESS account transfer.	157	0.0000	0.00	0.0000	0.00	0.00
JPMorgan Access Client Maint	Monthly maintenance fee for J.P. Morgan ACCESS (client level).	12	0.0000	0.00	0.0000	0.00	0.00
Subtotal				0.00		0.00	0.00
Funds Transfer Services							
Electronic Book Debit S/T	Debit to customer's account initiated via J.P. Morgan ACCESS that was processed straight through the funds transfer system resulting in a book transfer to another JPM account.	15	0.0000	0.00	0.0000	0.00	0.00
Electronic Fed Debit S/T	Debit to customer's account initiated via J.P. Morgan ACCESS that was processed straight through the funds transfer system resulting in a Fed transfer to another bank.	17	7.5000	127.50	7.5000	127.50	0.00
Fed Credit S/T	Incoming wire received from another bank via the Federal Reserve system and processed without operator intervention.	26	0.0000	0.00	0.0000	0.00	0.00
Mail Debit Advice	Advice for outgoing wire mailed to client.	34	0.0000	0.00	0.0000	0.00	0.00
Mail Credit Advice	Advice for incoming wire mailed to client.	26	0.0000	0.00	0.0000	0.00	0.00
Subtotal				127.50		127.50	0.00
Total Charge For Services				3,973.09		4,225.49	

Summary of Accounts Included in Analysis

001 0000000000753828011
121 0000000000735055741

121 0000000000735055725

Diff \$ 252.40
Diff % 6.4%

(11)

Payment Service Network, Inc. Agreement for Service

PAYMENT SERVICE NETWORK, INC.
SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of (date) June 14, 2010 between Village of Oregon ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's tenants and/or customers ("Customers") can make payments through the PSN Web site, www.paymentservicenetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access. The Customers, and rental properties (if applicable), which are to be serviced pursuant to this Agreement are listed on Schedule "A" attached hereto. Additional Customers (or properties, if applicable) may be added hereafter, upon written agreement of the parties.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the Terms and Conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule "B") from the Customers, or directly from Account Holder if Account Holder elects to assume responsibility for payment of such Fees, in the manner, amounts and pursuant to the terms set forth on Schedule "B".
2. The Services to be provided by PSN (the "Services") are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the Terms and Conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by property/account, and specification by transaction/account type (e.g. utility payments, rent, security deposit, amenity fees). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.

1. Said compatibility does not adversely affect, alter or change PSN's established service;
 2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software;
- c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the services that will be charged to the Customer for the services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN fees to Customers. At the discretion of Account Holder, such fees may be paid by Account Holder.
 - d. PSN will provide Account Holder with Check 21 Services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post Services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
3. PSN reserves the right to modify the Services and fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material

2

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

modifications to the Services or fees and service charges by electronic means to a designated representative of Account Holder or by written notice 30 days prior to the effective date of any such modifications.

4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:

a. Credit Card Transactions:

1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or chargebacked credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.

2. Account Holder will be charged a fee of \$15 for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the \$15 chargeback fee for the purpose of charging it back to the Customer.

b. ACH - Checking and Savings Account Transactions:

1. Problem transactions: NSF, Invalid Account, Receivers Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:

a. PSN will notify Account Holder and Customer of said problem;

b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.

c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.

5. The term of this Agreement shall be for a period of three (3) years after the date of this Agreement and shall automatically renew for one year renewal periods unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the initial term or any renewal term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days prior written notice and payment of \$250.00 to PSN as an early termination fee. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of 180 days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds.

6. This Agreement may not be assigned by either party without the other party's prior written consent, except that this Agreement may be assigned by either party at any time to any subsidiaries, affiliates or purchasers of such party upon at least 30 days prior written notice to the other party; except that if this Agreement is assigned by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B.

7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.

8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers listed in Schedule A, or as otherwise provided by Account Holder to PSN in electronic format, and all other Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account

4

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations and with PSN's account documentation, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the rules and regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (n) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9. PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees arising out of PSN's failure to deliver or provide the Services set forth in this Agreement;

Except that this indemnification shall not apply to:

a. Third-party claims not related to the Services, any claims by Customers against Account Holder related to any dispute over the amount owed by such Customer (other than claims relating to PSN fees), or;

b. Any third-party claims arising out of or related to acts or written omissions of PSN to the extent such acts or written omissions were done at the direction of the Account Holder or based on written information provided by the Account Holder to PSN.

10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

5

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.
- a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transaction of a customer from Account Holder's Web site to the Site.
 - b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.
 - c. PSN's privacy policy shall make any disclosures, or obtain any customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
 - d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

accruing from the use of such Marks shall automatically vest in Account Holder.

e. Account Holder and PSN acknowledge and agree that any use by PSN of the Marks in violation of this Agreement may cause irreparable harm to Account Holder and that in the event of such use in violation of this Agreement, Account Holder shall be entitled to an injunction and any additional remedy available at law or equity.

12. EXCEPT AS SET FORTH IN PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER OR ITS EMPLOYEES AND AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEBSITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR PAYORS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY UNDER THESE SERVICE TERMS FOR ANY DAMAGES OF ANY KIND EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. PSN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

7

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

14. PSN agrees to procure and maintain the following insurance policies and bond in no less that the following minimum amounts (or such other minimum amounts, if higher, as required by law):

Errors and Omissions Professional Liability Coverage

\$1,000,000 Each Claim
\$1,000,000 In The Aggregate
\$10,000 Deductible

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
\$10,000 Retained Limit

Commercial Crime Coverage

\$250,000 Form A - Blanket Employee Dishonesty
\$250,000 Form B - Forgery or Alteration
\$10,000 Form C - Money and Securities
\$250,000 Business Service Bond
\$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence
\$100,000 Fire Damage
\$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident
\$500,000 Policy Limit
\$100,000 Each Employee

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws provisions. Any suit hereunder shall be brought exclusively in the federal or state courts of Dane County, Wisconsin and both parties consent to the jurisdiction thereof.

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

16. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.
17. To the extent that the Account Holder is required to produce records in the possession and control of PSN under Wisconsin's Public Records Law, PSN agrees to cooperate with the Account Holder in the production of such records.
18. PSN will always maintain a Level 1 Certification by the Payment Card Industry - Data Security Standard (PCI-DSS).

[Signature Page Follows]

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCOUNT HOLDER

Company: Village of Oregon

By: _____
(Signature)

Name: Steven Staton

Title: Village President

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: Marll Thiede

Title: CFO

Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5050 Fax
877-390-7368 Toll Free

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

SCHEDULE "A" (LIST OF CUSTOMERS/PROPERTIES)

CORPORATE OFFICE INFORMATION

CONTACT NAME: Renee Hoefft

ADDRESS: 117 Spring St

CITY, STATE, ZIP: Oregon, WI 53575

TELEPHONE: 608-835-6281

FAX: 608-835-6503

EMAIL: rhoeft@vil.oregon.wi.us

# Total Customers	Service or Property Description	Address	City	State	Zip	Phones#	Fax#	Contact Person
3400	Utility Payment							

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

**SCHEDULE "B"
FEE SCHEDULE
(PER ITEM TRANSACTION FEES COLLECTED FROM CUSTOMER)
SETUP AND MONTHLY ACCOUNT FEES**

<u>Setup Types</u>	<u>Setup Fees</u>
One-Time Setup Web and Phone Portals	\$99.00
Web Integration	\$00.00 Basic —\$200.00 Integrated
Training	Included
Software Integration Setup Fee	Included
Electronic Bill Presentment Monthly Fee	\$49.95

PER ITEM TRANSACTION FEES

<u>Transaction Types</u>	<u>Per Transaction Item Fees</u>
Checking/Savings Online, IVR, Phone	\$2.99* Paid By Customer
Visa Online, IVR, Phone	\$2.99* Paid By Customer
Master Card Online, IVR, Phone	\$2.99* Paid By Customer
NSF Fee - Online, IVR & Phone Check/Saving Transactions	Paid by Customer \$25.00 —OF— —Paid by Village \$6.95—
Chargeback Fee <i>(Only applied for Disputed Credit Card items)</i>	\$15.00

12

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

**\$2.99 flat fee is based off the average utility payment of \$130.00. If the average utility payment increases the flat per item fee may need to be increased.*

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in writing to PSN for PSN to make deposits of payments made by Account Holder Customers. Account Holder may only change designated depository account(s) upon fifteen (15) days prior written notice by completing appropriate PSN forms and faxing or sending such forms to PSN.

PSN shall be entitled to and shall collect the Setup Fees, Monthly Fees, Per Item Transaction Fees and any other fees set forth above or referenced in this Agreement (collectively, the "Fees") as set forth below.

Monthly Fees and Per Item Transaction Fees will be paid on the 1st of each month. All such Setup and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN.

Customer ACH/Credit Card Payments -

Customer payments including Per Item Transaction Fees will be deposited into Account Holder's designated account or accounts. The Per Item Transaction Fees shall be collected for each payment on the 1st of the month for pervious months' transactions.

Customer payments including Per Item Transaction Fees will be submitted into Account Holder's designated account or accounts within three (3) banking days of payment except that it may take up to five (5) business days from when payment is submitted due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less Per Item Transaction Fees collected by PSN, and less any other Fees owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN).

ACCOUNT HOLDER:

By: _____

Name: Steven Staton

Title: Village President

13

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Payment Service Network, Inc. Agreement for Service

Title: _____

Please note that bank interchange rates are subject to change; therefore this quote is valid for 15 days from date of issue.

Types of Retail Alcohol Beverage Licenses

- Class "A": beer, consumed off-premises, sold and in original containers (e.g., grocery or convenience stores)
- Class "B": beer, consumed on- or off-premises (e.g., restaurants or beer bars)
- Temporary Class "B" (picnic beer license): beer, temporary gatherings
- Temporary "Class B" (picnic wine license): wine at temporary gatherings
- "Class A": intoxicating liquor, consumed off-premises, sold in original containers (e.g., liquor stores)
- "Class B": intoxicating liquor, consumed on-premises, sold by the glass; wine sold in original container, consumed on- or off-premises. State-imposed quota. (e.g., taverns or restaurants with full alcohol service).
- "Reserve Class B" Liquor License: once a certain number of "Class B" licenses issued, further "Class B" licenses must be "Reserve Class B," and carry an additional \$10,000 fee.
- "Class B" License Issued to a Winery: wine consumed by the glass or in open containers on-premises, or in original container, consumed off-premises.
- "Class C": wine by the glass or in an opened original container; consumed on-premises.
- Class "B" Permit: beer, consumed on-premises, only available to sports clubs, vessels, and certain American Indian tribes.
- Retail "Class B" Permit: intoxicating liquor, consumed by the glass and not in the original container, on-premises, only available to sports clubs, public facilities and airports, vessels, certain American Indian tribes.
- Provisional Retail License: may be issued to persons who have applied for a Class "A", Class "B", "Class A", "Class B", or "Class C" license and authorizes only the activities that the type of retail license applied for authorizes. A provisional retail license expires 60 days after its issuance or when the Class "A", Class "B", "Class A", "Class B" or "Class C" license is issued to the holder.