MEETING NOTICE:
PUBLIC WORKS COMMITTEE FOR VILLAGE OF WINNECONNE

Agenda For:

Monday, July 01, 2019 @ 4:00 p.m. at Municipal Building, Annex Room, to consider:

Public Participation
Communications
Approve Minutes from April 08, 2019 meetings and June 03, 2019 meeting
Operations Progress:
   - Field Supervisor Report – Josh Janikowski/ DPW
   - MCO Report – Brandon Kaufman
   - DPW Report – Kirk Ruetten

Old Business
Village Projects and Priority
   - Update
   - Recommendation
Well and Water Quality
   - Update
   - Discussion
   - Recommendation
Village Leaf Pick-up
   - Discussion
   - Recommendation

New Business
2019 Consumer Confidence Report (CCR)
   - Discussion
   - Recommendation
Driveway Variance Request 533 Division St. (Appeal)
   - Discussion
   - Recommendation
Village Sign Review
   - Discussion
   - Recommendation

Set next meeting date and adjourn
Kirk Ruetten
Public Works Director

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.
MEETING MINUTES:  
PUBLIC WORKS COMMITTEE FOR VILLAGE OF WINNECONNE

Minutes For:

Monday, June 03, 2019 @ 4:00 p.m. at Municipal Building, Annex Room, to consider:

Meeting called to order at 4:00 pm by Trustee Steve Foster with Trustee Chris Ruetten present.

Also attending were Tony and Brad with McMahon, Josh Janikowski Field Supervisor, DPW Ruetten, and Brandon Kaufman with MCO.

Public Participation - None  
Communications – None  
Approve Minutes from May 06, 2019 meeting – Motion to approve minutes by Trustee Chris Ruetten and seconded by Trustee Steve Foster.

Operations Progress:  
MCO Report – Chris Ferguson/DPW: Report Attached  

Old Business

Village Projects and Priority

- Twin Harbor Drive reconstruction is moving along with sanitary sewer finished and water started. Temp water has been installed and we received a $1000 off the original price.
- Main Street – sanitary sewer/electric is still waiting for contractors and DOT to come in to fix issues with the street project. I talked with the DOT concerning the grass along Main St. and they told me to wait until the end of June before they will do anything with it.
- Bridge project – The West pier should be poured next week then after curing, they will strip the forms and proceed with railings. N. 1st St. and N 1st Ave will be closed at the end of June to accommodate the road work that needs to be completed as part of the bridge project.
- Brad from McMahon and DPW reviewed street plant and background discussions on funding for streets and levy limits and building a sustainable plan.
- Discussion on storm water utility and if they would be interested in creating it and what it would fund.

- Recommendation – None at this time

Well and Water Quality

- Update – Tony and DPW Reviewed.
  
  - The Village received a DNR approval letter which was reviewed. The letter stated that a possible pilot test may have to be conducted for the RO system, Gary is responding to the letter.
  
  - Timetable for the RO system was reviewed.
  
  - DNR compliance date possible A.M. of 19, June 2019.
  
  - Set-up a site visit to Stanley, WI for RO June 27th or 28th

- Recommendation – None at this time

Village Leaf Pick-up

- Update – DPW reviewed.
- Discussion
  
  - On what the current ordinance is and if they want to change ordinance
  
  - Informed them about the TMDL limits and storm water credits.

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.
MEETING MINUTES:
PUBLIC WORKS COMMITTEE FOR VILLAGE OF WINNECONNE

- DPW asked if the Committee would like to change the ordinance.
  - Recommendation – None at this time

Driveway Variance Request 533 Division Street – DPW reviewed.
  - Discussion
    - Discussion on past variance requests
    - Drainage issue discussion with the lack of culvert and poor drainage on that street.
    - Discussion on need for driveway and approach width being wider than ordinance
  - Recommendation – Motion by Ruetten Seconded by Foster to deny variance. Carried by voice vote 2/0.

**New Business**
2019 CMAR Report – DPW and Brandon from MCO reviewed.
  - Discussion – Reviewed and discussed CMAR report and resolution.
  - Recommendation – Carried by voice 2/0 to approve CMAR Report and move to Village Board.

**Set next meeting date and adjourn**

Motion made by Ruetten, second by Foster to adjourn at 5:55 pm June 3, 2019 until July 1st at 4:00pm; 2-0 approve.

Kirk Ruetten
Public Works Director

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.
Operations:
1. 116 Public Works and Zoning permits to date (listing attached);
2. 37 Service Requests to date (listing attached);
3. 78 Building Permits to date (listing attached);
4. Public Works;
   a. Repaired and adjusted catch basins
   b. Performed PM’s on Police equipment
   c. Trimmed Trees in ROW
   d. Installed new Street signs and post in the SE side of Village
   e. Filled Potholes and Water Main breaks around Village
   f. Swept Streets and received new Street Sweeper
   g. Ditch Mowing was completed
5. Grounds/Facilities;
   a. Goose Round-up was down in the Village with 52 captured
   b. Tied in drain tile and storm sewer line near diamond # 2 MP
   c. Installed new slides on East playground at LWP
   d. Cleaned canes out of rip-rap at LWP
   e. Landscaped around new crows’ nests at Marble Park
6. Water Utility (MCO):
   a. 212 Diggers Hotline Locates to Date (Available at Meeting)
   b. Hydrant flushing has been completed throughout the Village
   c. Second Quarter meter reading has been completed.
   d. Water Main break on N. 7th Ave and a break on a 6” private lateral
   e. CCR was finalized, published and submitted to the DNR
   f. Brine transfer pump went down and new one was ordered for Well # 2
   g. The Stanley, WI visit of the RO system has been postponed until the 3rd week in July.
   h. The DNR Consent meeting was held at McMahon office on the 19th of June
7. Waste Water Treatment Plant (MCO):
   a. Northern Pipe and TV cleaned and Televised 10% of the Sanitary Sewer
   b. Contractor related SSO at 6th Ave and Twin Harbor (Reported to DNR)
   c. Sludge Sampling was completed for land application in the fall of 2019
   d. Responded to power outage on 6/21/19 2 East side liftstations were without power
   e. CMAR was approved by the Village Board and submitted to the DNR
   f. Compact plant # 1 has been shut down for the summer as flows have slowed

All work during this period was a combined effort of the entire Public Works Staff.

DPW Report:
- Working with OMNI Associates and Wis DOT, on Bridge and Main St. Project,
- Working on WDNR and EDC Environmental Grant applications for PDK properties
- Hiring Aquatics Staff and getting Swimming Facility Ready
- Working with McMahon on long term facilities capital improvement plan
- Working with engineers for several Village projects to include Twin Harbor Dr., Well upgrades, Hall HVAC, Street and Facility Long Term Planning
- Acquiring prices and quotes for FY 2019 projects and equipment
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**Notes:**
- Milestone 1 involves design phase
- Milestone 2 includes initial testing
- Milestone 3 needs additional review
June 24, 2019

Cathrine Wunderlich  
Wisconsin Department Of Natural Resources  
GEF2 Central Office  
101 South Webster Street  
P.O. Box 7921  
Madison, WI 53703, 53707-7921

Re: Village Of Winneconne  
Gross Alpha Compliance  
McM. No. W3011-9-17-00729.02

Dear Cathrine:

Please consider this a request by the Village of Winneconne for a waiver, as provided for under NR 811.44, from the need for Pilot Testing of a Reverse Osmosis (R.O.) technology as the proposed treatment process for the Village's water supply. This request for a waiver is based on the following:

1. The R.O. technology is successfully being used by the City of Waupun, which has a similar water quality to the Village of Winneconne. This technology is also being used by the Village of Stanley.

2. Previous Pilot Testing results and data obtained from these two Wisconsin installations and their full-scale operations are available to us.


4. The authors of the previously named report, Mr. Thomas Seacord and Dr. Justin Sutherland of Carollo Engineers, will provide technical support and related project experience as part of the project Design Team.

5. R.O. technology is accepted by the United States Environmental Protection Agency (USEPA) as a 'Best Available Technology' for the specific intended purpose of removal of Uranium, Radium and Gross Alpha.
The requirement for Pilot Testing will 1) Significantly impact the implementation schedule for replacement of deteriorated and failing treatment systems at Well #2; 2) Require an additional significant cost to this project; and 3) Delay implementation of a compliance schedule as dictated by the Village’s Consent Order.

Thank you for your consideration.

McMAHON ASSOCIATES, INC.

Gary L. Rosenbeck / smdt
Gary L. Rosenbeck, P.E., BCEE
Vice President

GLR: smdt

cc: Kirk Ruetten - Village of Winneconne
    Chris Linsken - DNR
    Anthony Kappell - McMahon
City of Columbus Wisconsin

Leaf Pickup

Weather permitting—leaves will be picked up in the City of Columbus the weeks of October 8 through November 16, 2018. Place leaves in the curb no later than Monday 7:00 a.m. before your scheduled week of pickup. Do not put leaves around posts, guide wires, etc. Do not park cars by leaf piles. Schedule may be subject to change due to weather conditions. A schedule map is available at the Public Works office at 229 East School Street, or call 920-623-5908. You can also download a copy of the leaf pickup map by clicking the link below.

Leaf Pickup Map

Ordinance Information

Sec. 82-36. Brush, leaves and grass.

(a) Brush limbs shall be piled with all cut ends facing in 1 direction. Tree limbs shall be 8 inches in diameter or less and a maximum of 10 feet in length. Tree branch clumps shall be cut narrow enough to go through an 18-inch chipper chute. Twigs and branches less than one inch in diameter, and grass clippings must be taken to the recycling center, unless a city wide yard clean up is being held as described in subsection (d). Brush shall be free of dirt, roots, and not have any metal or nails.

(b) Leaves will only be picked up in the fall of the year, or as described in (d), and shall otherwise be taken to the recycling center. Leaves are to be kept free of stones, garden waste, sticks and garbage.

(c) Brush, bags or leaves shall be placed in the terrace area between the curb and the sidewalk away from telephone poles, guide wires and trees and shall not be left in the street or vehicle right of way. If the terrace area does not allow enough room between the curb and the sidewalk, then brush, bags or leaves shall be placed on the other side of the sidewalk out of the way of pedestrian traffic.

(d) A citywide yard cleanup to pick up grass clippings, leaves and garden waste may be held in the spring and fall of each year at the discretion of the director of public works. Yard waste shall be placed in biodegradable bags or containers of 30 gallons or less, not to exceed 50 pounds per container. Bags or containers placed in the terrace area between the curb and the sidewalk by 7 a.m. on the scheduled cleanup day will be picked up. No plastic bags will be picked up.

(e) The department of public works allots approximately 15 minutes of work by a two person crew for brush removal at each residence. If the estimated amount of work needed to remove debris from the terrace exceeds 15 minutes the resident or property owner will be notified by the director of public works of their options to remove the remaining brush, containers, leaves or grass.

(Code 1978, § 11.08;6); Ord. No. 611-06, § 1, 5-16-06)
Fire Protection

No person shall occupy any portion of such streets or alleys with a motorized or other vehicle between such fire engine or fire truck or other fire apparatus or any hydrant to which a fire hose may be, or may be about to be, attached.

Sec. 5-2-9 Outdoor Burning

Definitions:

a) Designated Area - means an open pit with a maximum size of nine (9) square feet.
b) Garbage - means discarded materials resulting from the handling, processing, preparation, storage, cooking and consumption of food, and discarded animal feces.
c) Open burning – means burning from which the products of combustion are emitted directly into the air without passing through a stack or chimney.
d) Refuse – means all matters produced from industrial or community life, subject to decomposition.
e) Solid Waste – means garbage, refuse, recyclable materials, grasses, and all other discarded or salvageable solid materials including solid waste materials resulting from industrial, commercial and agricultural operations, and from domestic use and public service activities.
f) Burnable Yard Waste – means leaves, yard and garden debris, excluding grass clippings, and brush including clean woody vegetative material less than three (3) inches in diameter.
g) Recreational Burning Pit – means a pit or a campfire used for the purpose of recreation and self-enjoyment. This pit/campfire is an artificial or natural hole or depression in the ground and shall not exceed three (3) feet in diameter and be located not less than twenty (20) feet from any building, structure, shed, garage, fence, or any other combustible material.
h) Portable Fire Pit – means any structure or device intended to contain and control outdoor wood fires. This shall include a structure, which although not portable, is designed to contain and control wood fires. This structure or device is situated off the ground.
i) Burning Barrel – means a large cylindrical container used to burn garbage, refuse, and solid waste.

(a) Prohibition

(1) Except as provided in sec. (2) below, no person shall engage in the open burning of any garbage, solid waste, grasses, or other refuse of any kind on any public or private property located within the Village of Winneconne.

(2) Burning barrels are prohibited within the Village of Winneconne.

(b) Exceptions

(1) The prohibitions set forth in sec. (1) shall not apply to the following:

a) Burnable Yard Waste. Burnable Yard Waste may be burned on private property only, and must be supervised by an adult (person 18 yrs. of age or older) who must remain within fifty (50) feet of such burning activity. Adequate fire suppression equipment shall be immediately available to control or extinguish the fire. No Burnable Yard
Fire Protection

Waste shall be burned on Sundays or National Holidays. Any Burnable Yard Waste shall be completely dry and not allowed to smolder.

b Outdoor cooking over a fire contained in a device or structure designed such use. Material used for such fires shall not contain garbage, solid waste or refuse. All cooking devices must be in good working condition to prevent the possible spread of fire. No outdoor cooking shall take place above the 1st floor occupancy of any building within the Village of Winneconne.

c Recreational burning pits and portable fire pits are allowed.

(e) Fire Hazard Conditions

(1) No person shall hold the Village of Winneconne or the WinneconnePoygan Fire District responsible for damages caused by burning in any recreational burning pit, portable fire pit, or burning of yard waste.

(2) The WinneconnePoygan Fire Chief shall have the authority to ban all open burning, except open burning used for food preparation, when weather conditions are such that open burning would threaten life and/or property. Notice of this ban shall be posted at the Village Hall and published in the Oshkosh Northwestern or Winneconne News.

(d) Penalties

(1) The first time a person(s) is/are informed by the Police Department that they are in violation of any provision of this ordinance, they will directed to extinguish the fire. The officer issuing the directive shall issue a warning notice to the said violator. Failure to comply with the directive shall result in a penalty imposed as herein provided.

(2) Each violation and each day a violation continues or occurs shall constitute a separate offense. The imposition of a penalty under this Section shall not prohibit the Village of Winneconne from maintaining a separate action against the violator to secure monetary damage for damage caused by the burning.

(e) Severability

(1) The provisions of this Section are severable. Should any paragraph, sentence, clause, phrase, or portion of this Section be declared invalid for any reason, the remainder of the Section shall not be affected.

Sec. 5-2-10 Patio Fireplaces.

Patio fireplaces are permitted in the Village of Winneconne as long as they are commercially purchased units that enclose the entire fire area within the patio fireplace. Homemade units must meet the approval of the Fire Chief. The chimney area and viewable area of the patio fireplace must be screened with a spark reduction device at all times the patio fireplace is in operation. The patio fireplace shall only burn a readily combustible fuel source that consists of wood, charcoal, or manufactured fireplace logs. The burning of trash, leaves, woods with a chemical treatment (railroad tie, fence post, power pole, etc.), or other materials that tend to create a noxious or annoying smoke discharge are not allowed. This Section does not allow for below ground campfires or other device fires not clearly authorized in this Section or Section 5-2-9(c)(2). Upon the complaint of two (2) or more persons to the Police Department or Fire District that the patio fireplace is causing annoyance, the person responsible for the patio fireplace shall immediately discontinue the use of the device.
Cross Reference: Title 6, Chapter 4.

Sec. 6-2-9  Vaults, Cisterns, Wells, Basements, Openings or Other Dangerous Excavations Prohibited.

No person shall have or permit on any premises owned or occupied by him/her any open cisterns, cesspools, wells, unused basements, excavations or other dangerous openings. All such places shall be filled, securely covered or fenced in such manner as to prevent injury to any person and any cover shall be of a design, size and weight that the same cannot be removed by small children.

Any vault or cistern deemed non-functional or dangerous to the safety of others as identified by the Director of Public Works shall be abandoned and/or removed to the satisfaction of Director of Public Works immediately.

Failure of property owner to remove or abandon the structure in accordance with notice requirements, shall result in the structure being removed by the Village under the direction of the Director of Public Works with all costs of removal being assessed to the abutting property owner of record.

Burial vaults or vaults necessary within the definitions of utilities Title 9 or cemeteries Title 8-4 are excluded from this section.

Sec. 6-2-10  Unlawful Dumping on Streets.

It shall be unlawful for any person to deposit or cause to be deposited, dump, sort, scatter or leave any rubbish, stone, wire, earth, ashes, cinders, sawdust, hay, glass, manure, filth, paper, snow, ice, dirt, grass, leaves, construction waste, garbage or other offensive or noxious material in any public street, gutter, sidewalk, alley, or upon any public property or upon any property of another, without the express permission of the owner, the Village and/or occupant thereof. Such unlawful material or obstruction shall be treated as an Obstruction or Encroachment in accordance with section 6-2-5 and may be removed by the Village with the cost thereof billed to the violator pursuant to Sec. 66.0627, Wis. Stats.

Sec. 6-2-11  Obstruction of Public Ditches.

No person shall in any manner obstruct or cause to be obstructed the free passage of water in any public gutter, ditch, culvert, swale or drain or place or cause to be placed any rubbish, dirt, sand, gravel or any other matter or thing so that the same is likely to be carried by the elements into any public gutter, ditch, culvert, swale or drain. Such unlawful material or obstruction shall be treated as an Obstruction or Encroachment in accordance with section 6-2-5 and may be removed by the Village with the cost thereof billed to the violator pursuant to Sec. 66.0627, Wis. Stats.

Sec. 6-2-12  Street Numbers.
Pollution Abatement

Section. Whenever rodent holes, burrows or other evidence of rodent infestation shall be found on any premises or in any building within the Village, it shall be the duty of the owner or manager of such property to exterminate the rodents or to cause the rodents to be exterminated. Within ten (10) days after extermination, the owner or manager shall cause all of the rodent holes or burrows in the ground to be filled with earth or other suitable material.

(e) Rodent-Proofing. It shall be the duty of the owner or manager of any building in the Village of Winneconne to make such building reasonably rodent-proof, to replace broken basement windows and, when necessary, to cover the basement window openings with hardware cloth or other suitable material for preventing rodents from entering the building through such window openings.

Sec. 8-1-10 Composting Regulations.

(a) Purpose and Intent. The purpose of this Section is to promote the recycling of yard wastes and certain kitchen wastes through composting and to establish minimum standards for proper compost maintenance.

(b) Definitions. "Composting" shall mean the organic waste produced from the growing, trimming, and removal of grass, branches [not exceeding one (1) inch in diameter] bushes, shrubs, plants, leaves and garden debris. Kitchen waste shall be any uncooked plant matter not contaminated by or containing meat, fish and/or dairy products.

(c) Maintenance. All compost piles shall be maintained using approved composting procedures to comply with the following requirements:

(1) All compost piles shall be enclosed in a free standing compost enclosure. Each compost enclosures shall be no larger in volume than one hundred twenty-five (125) cubic feet, and shall be no taller than forty-two (42) inches.

(2) All compost enclosures shall be so maintained as to prevent the attraction or harborage of rodents and pests. The presence of rodents in or near a compost enclosure shall be cause for the Village to proceed with rodent control in accordance with Section 8-1-9.

(3) All compost enclosures shall be so maintained as to prevent unpleasant odors.

(4) No compost enclosures shall be allowed to deteriorate to such condition as to be a blighting influence on the surrounding property or neighborhood or the Village in general.

(5)

a All compost enclosures shall be located not less than three (3) feet from a property line or principal building or dwelling and three (3) feet from any detached accessory building.

b A variance from these setback requirements may be applied for if the property owner(s) can show a hardship exists which prohibits compliance. In addition, any variance application must include a signed written approval of the variance request from the adjacent property owner(s). Variances can be granted by the Building Inspector on an annual basis upon the proper application being submitted by the property owner(s). Screening and/or fencing of compost enclosures may be required as a condition of a variance being granted.

(6) No compost enclosures shall be located in any yard except a rear yard, as defined in the Village Zoning Code. A compost enclosures may be located in a side yard as defined
in the Village Zoning Code subject to the annual variance procedure contained in Subsections (c)(5)b and must be screened from view to the street.

(7) Those composting enclosures which existed prior to the adoption of this Section shall be given one (1) year to comply with the requirements set forth herein.

(d) Ingredients.

(1) No compost enclosures shall contain any of the following:
   a. Lake weeds;
   b. Cooked food scraps of any kind or type;
   c. Fish, meat or other animal products;
   d. Manures;
   e. Large items that will impede the composting process.

(2) Permitted ingredients in a compost enclosures shall include the following:
   a. Yard waste;
   b. Coffee grounds and used tea leaves;
   c. Uncooked plant matter not contaminated by or containing meat, fish, and/or dairy products;
   d. Commercial compost additives.

(e) Owner Responsibility. Every owner or operator shall be responsible for maintaining all property under his or her control in accordance with the requirements of this Section.

(f) Municipal Exception. Any municipal composting site maintained by the Village shall be exempt from the provisions of this Section.

Sec. 8-1-11 Discharge of Clear Waters.

(a) Discharge. No person shall cause, allow or permit any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises owned or occupied by said person to discharge into a sanitary sewer.

(b) Nuisance. The discharge into a sanitary sewer from any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises is hereby declared to be a public nuisance and a hazard to the health, safety and well-being of the residents of the Village and to the protection of the property.

(c) Groundwater. Where deemed necessary by the Village Board, every house shall have a sump pump installed for the purpose of discharging clear waters from foundation drains and ground infiltration and where the building is not serviced by a storm sewer shall either discharge into an underground conduit leading to a drainage ditch, gutter, dry well or shall discharge onto the ground surface in such other manner as will not constitute a nuisance as defined herein.

(d) Storm Water. All roof drains, surface drains, drains from any mechanical device, gutters, pipe, conduits or any other objects or things used for the purpose of collecting, conducting, transporting, diverting, draining or discharging storm waters shall be discharged either to a storm sewer, a dry well, an underground conduit.
2018 Consumer Confidence Report Data
WINNECONNE WATERWORKS, PWS ID: 47103540

Water System Information

If you would like to know more about the information contained in this report, please contact Brandon Kaufman at (920) 539-7946.

Copies of the CCR report are available to the public upon request

Opportunity for input on decisions affecting your water quality

The Village of Winneconne Board meets on the 3rd Tuesday each month at 5:30 PM

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

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To obtain a summary of the source water assessment please contact, Brandon Kaufman at (920) 539-7946.

**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.

**Definitions**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AL</td>
<td>Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.</td>
</tr>
<tr>
<td>Level 1 Assessment</td>
<td>A Level 1 assessment is a study of the water system to identify potential problems and determine, if possible, why total coliform bacteria have been found in our water system.</td>
</tr>
<tr>
<td>Level 2 Assessment</td>
<td>A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine, if possible, why an E. coli MCL violation has occurred or why total coliform bacteria have been found in our water system, or both, on multiple occasions.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>MCL</td>
<td>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.</td>
</tr>
<tr>
<td>MCLG</td>
<td>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.</td>
</tr>
<tr>
<td>MFL</td>
<td>million fibers per liter</td>
</tr>
<tr>
<td>MRDL</td>
<td>Maximum residual disinfectant level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.</td>
</tr>
<tr>
<td>MRDLG</td>
<td>Maximum residual disinfectant level goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.</td>
</tr>
<tr>
<td>mrem/year</td>
<td>millirems per year (a measure of radiation absorbed by the body)</td>
</tr>
<tr>
<td>NTU</td>
<td>Nephelometric Turbidity Units</td>
</tr>
<tr>
<td>pCi/l</td>
<td>picocuries per liter (a measure of radioactivity)</td>
</tr>
<tr>
<td>ppm</td>
<td>parts per million, or milligrams per liter (mg/l)</td>
</tr>
<tr>
<td>ppb</td>
<td>parts per billion, or micrograms per liter (μg/l)</td>
</tr>
<tr>
<td>ppt</td>
<td>parts per trillion, or nanograms per liter</td>
</tr>
<tr>
<td>ppq</td>
<td>parts per quadrillion, or picograms per liter</td>
</tr>
<tr>
<td>TCR</td>
<td>Total Coliform Rule</td>
</tr>
<tr>
<td>TT</td>
<td>Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.</td>
</tr>
</tbody>
</table>

**Detected Contaminants**

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

**Disinfection Byproducts**
<table>
<thead>
<tr>
<th>Contaminant (units)</th>
<th>Site</th>
<th>MCL</th>
<th>MCLG</th>
<th>Level Found</th>
<th>Range</th>
<th>Sample Date (if prior to 2018)</th>
<th>Violation</th>
<th>Typical Source of Contaminant</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAA5 (ppb)</td>
<td>D-12</td>
<td>60</td>
<td>60</td>
<td>1</td>
<td>1</td>
<td>No</td>
<td></td>
<td>By-product of drinking water chlorination</td>
</tr>
<tr>
<td>TTHM (ppb)</td>
<td>D-12</td>
<td>80</td>
<td>0</td>
<td>6.5</td>
<td>6.5</td>
<td>No</td>
<td></td>
<td>By-product of drinking water chlorination</td>
</tr>
</tbody>
</table>

**Inorganic Contaminants**

<table>
<thead>
<tr>
<th>Contaminant (units)</th>
<th>Site</th>
<th>MCL</th>
<th>MCLG</th>
<th>Level Found</th>
<th>Range</th>
<th>Sample Date (if prior to 2018)</th>
<th>Violation</th>
<th>Typical Source of Contaminant</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARIUM (ppm)</td>
<td>2</td>
<td>2</td>
<td>0.031</td>
<td>0.020 - 0.031</td>
<td>7/12/2017</td>
<td>No</td>
<td></td>
<td>Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits</td>
</tr>
<tr>
<td>FLUORIDE (ppm)</td>
<td>4</td>
<td>4</td>
<td>0.3</td>
<td>0.2 - 0.3</td>
<td>7/25/2017</td>
<td>No</td>
<td></td>
<td>Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories</td>
</tr>
<tr>
<td>SODIUM (ppm)</td>
<td>n/a</td>
<td>n/a</td>
<td>119.0</td>
<td>115.00 - 119.00</td>
<td>7/12/2017</td>
<td>No</td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contaminant (units)</th>
<th>Action Level</th>
<th>MCL</th>
<th>90th Percentile Level Found</th>
<th># of Results</th>
<th>Sample Date (if prior to 2018)</th>
<th>Violation</th>
<th>Typical Source of Contaminant</th>
</tr>
</thead>
<tbody>
<tr>
<td>COPPER (ppm)</td>
<td>AL=.3</td>
<td>1.3</td>
<td>0.4010</td>
<td>0 of 10 results were above</td>
<td>No</td>
<td></td>
<td>Corrosion of household plumbing systems; Erosion of natural deposits</td>
</tr>
<tr>
<td>Contaminant (units)</td>
<td>Action Level</td>
<td>MCLG</td>
<td>90th Percentile Level Found</td>
<td># of Results</td>
<td>Sample Date (if prior to 2018)</td>
<td>Violation</td>
<td>Typical Source of Contaminant</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------------</td>
<td>------</td>
<td>----------------------------</td>
<td>--------------</td>
<td>-------------------------------</td>
<td>-----------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td><strong>Radioactive Contaminants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROSS BETA PARTICLE ACTIVITY (pCi/l)</td>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td>4.6</td>
<td>2.2 - 5.2</td>
<td>No</td>
<td>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.</td>
</tr>
<tr>
<td>GROSS ALPHA, EXCL. R &amp; U (pCi/l)</td>
<td>15</td>
<td>0</td>
<td>18.7</td>
<td>3.0 - 34.1</td>
<td></td>
<td>Yes, Ongoing</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>RADIUM, (226 + 228) (pCi/l)</td>
<td>5</td>
<td>0</td>
<td>1.9</td>
<td>0.5 - 5.2</td>
<td></td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>GROSS ALPHA, INCL. R &amp; U (n/a)</td>
<td>n/a</td>
<td>n/a</td>
<td>32.1</td>
<td>13.9 - 37.7</td>
<td></td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>COMBINED URANIUM (ug/l)</td>
<td>30</td>
<td>0</td>
<td>5.5</td>
<td>3.1 - 6.4</td>
<td></td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
</tbody>
</table>

**Health effects for any contaminants with MCL violations/Action Level Exceedances**
Contaminant: GROSS ALPHA, EXCL. R & U

Health Effects

Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.

Additional Health Information

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Winneconne Waterworks is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Corrective Actions Taken

The Village is working with a consulting firm to determine the best course of action to reduce gross alpha levels.

Other Compliance

Violation of the Terms of a Variance, Exemption, or Administrative or Judicial Order

A Findings of Fact, Conclusions of Law, and Consent Order was issued to the Village in July of 2017 by the WDNR.
Sec. 6-3-1 Driveway Permit Required.

(a) Purpose. For the safety of the general public, the Village shall determine the location, size, construction and number of access points to public roadways within the Village limits. It is the Village's intent to provide safe access to properties abutting public roadways suitable for the property to be developed to its highest and best use, provided that access is not deficient or dangerous to the general public.

(b) Permit Required to Construct, Reconstruct, Alter or Enlarge. No person, firm or corporation shall construct, reconstruct, alter or enlarge any private driveway within the limits of the dedicated portion of any public street under the control and jurisdiction of the Village of Winneconne without first obtaining a driveway permit as provided by this Chapter.

(c) New Construction. A driveway permit is required for a new driveway to be installed in conjunction with the construction of a new principal structure; the driveway is not included in the building permit process in such cases.

(d) Application. Application for such permit shall be made to the Clerk-Treasurer or Director of Public Works on a form provided by the Village and shall be accompanied by a drawing accurately depicting the portion of the proposed private driveway to be constructed, reconstructed, altered or enlarged lying within the dedicated portion of the public street, the dimensions thereof and a statement of the materials proposed to be used.

(e) Fee. There shall be a fee for a driveway permit as determined by Village Board. Upon receipt of the application and the fee, the Clerk-Treasurer or Director of Public Works shall approve such application if the proposed driveway complies with the terms and conditions of this and any other applicable Village ordinance.

(f) Application Provisions. All driveway permit applications shall contain the applicant's statement that:

1. The applicant represents all parties in interest, and that such proposed driveway is for the bona fide purpose of securing access to his/her property and not for the purpose of parking or servicing vehicles, advertising, storage or merchandising of good within the dedicated portion of the Village street, or for any other purpose.

2. The Village, notwithstanding the construction of such driveway, reserves the right to make any changes, additions, repairs or relocations within the dedicated portion of the Village street at any time, including relocation, reconstruction, widening and maintaining the street without compensating the owner of such private driveway for the damage or destruction of such private roadway.

3. The permittee, his/her successors or assigns, agrees to indemnify and hold harmless the Village of Winneconne, its officials, officers, agents or employees, against any claim or any cause of action for personal injury or property damage sustained by reason of the exercise of such permit.

(g) Maintenance. The Village does not assume any responsibility for the removal or clearance of snow, ice or sleet or the opening of any windrows of such material upon such portion of such driveway within the dedicated portion of the Village street.

Sec. 6-3-2 Driveway Location, Design and Construction Requirements.

(a) General Requirements. The location, design and construction of driveways shall be in...
accordance with the following:

(1) **General Design.** Private driveways shall be of such width and so located that all of such driveways and their appurtenances are within the limits of the frontage abutting the street of the property served. Driveways shall not provide direct ingress or egress to or from any street intersection area and shall not encroach upon or occupy areas of the street right-of-way required for effective traffic control or for street signs or signals. A driveway shall be so located and constructed that vehicles approaching or using it shall have adequate sight distance along the street. Driveway approaches shall be at least ten (10) feet apart except by special permission from the Public Works Committee, and driveways shall, in all cases, be placed wherever possible as not to interfere with utilities in place.

(2) **Number.** The number of driveways to serve an individual property fronting on a street shall be one (1), except where deemed necessary and feasible by special permission from the Public Works Committee for reasonable and adequate service to the property, considering the safety, convenience and utility of the street.

(3) **Drainage.** The surface of the driveway connecting to non-curbed or rural type street cross sections shall slope downward and away from the highway shoulder a sufficient distance to preclude ordinary surface water drainage from flowing onto the street roadbed.

(4) **Reconstruction of Sidewalks and Curb and Gutter.** When the construction of a driveway requires the removal of a curb and gutter the new connections shall be of equivalent acceptable material and curb returns shall be provided or restored in a neat, workmanlike manner. The driveway surface shall be connected with the highway pavement and the sidewalk, is any, in a neat, workmanlike manner.
   a. The driveway apron from the street and/or curb to the outer edge of the adjacent sidewalk (or where a sidewalk would typically be constructed) shall be paved with asphalt or concrete.
   b. The driveway construction shall include the replacement of such sidewalk areas which are inadequate or which are or may be damaged by means of vehicle travel across the sidewalk. Reconstructed or new sidewalks shall meet the construction standards of Section 6-2-2.

(5) **Restricted Areas.** The restricted area between successive driveways may be filled in and graded only when the following requirements are complied with:
   a. The filling or draining shall be to grades approved by the Village and, except where highway drainage is by means of curb and gutter, water drainage of the area shall be directed away from the street roadbed in a suitable manner.
   b. Where drainage is by means of curb and gutter and if adjacent property slopes allow, drainage from the property side edge of sidewalk line shall be directed toward the curb and gutter. Drainage behind the property side edge of sidewalk line shall be directed away from curb and gutter.
   c. Culvert extensions under the restricted area shall be of the same size and of equivalent acceptable material as the culvert under the driveway. Intermediate manholes adequate for cleanout purposes may be required where the total culvert length is excessive as determined by the Director of Public Works.
   d. Where no street side ditch separates the restricted area from the street roadbed, permanent provision may be required to separate the area from the street roadbed to prevent its use for driveway or parking purposes by construction of a border, curb,
rail or posts as may be required by the Public Works Committee.

(6) **Relocation of Utilities.** Any costs of relocating public utilities shall be the responsibility of the property owner with approval of the Public Works committee; before any utility may be relocated and the driveway installed.

(7) **Special Exceptions.** Any of the requirements in this Chapter may be varied by the Public Works Committee in such instances where the peculiar nature of the property or the design of the street may make the rigid adherence to these requirements impossible or impractical. A person applying for a special exception shall complete an application in the form required by the Public Works Committee and shall pay a fee in the amount determined by the Public Works Committee at the time the application is filed. A special exception may be granted by the Public Works Committee if the Public Works Committee determines:

a There are special circumstances related to the property or its use that justify a driveway of a greater width than normally permitted;
b Granting the special exception will not have a material adverse effect on any other property;
c Granting the special exception will not adversely affect surface water drainage, snow removal or public safety; and
d Granting the special exception is not otherwise contrary to the public interest and will not set an improper precedent.

(b) **Special Requirements for Residential Driveways.** The following regulations are applicable to driveways serving residential properties:

(I) **Width of Drive.** No part of a private driveway located within the dedicated area of a public street shall, except as hereinafter provided, have a width greater than twenty-four (24) feet measured at the adjacent edge of street pavement or gutter, unless a special exception is obtained from the Public Works Committee. In instances where the nature of the residential activity or the physical characteristics of the land would require a driveway of greater width than herein specified, the Public Works Committee in its discretion may permit a driveway of additional width per Subsection (a)(9).

(2) **Angular Placement of Driveway.** The angle between the center line of the driveway and the adjacent edge of street pavement shall not be less than 45°.

(3) **Island Areas.** Where the public sidewalk is adjacent to the curb, an island of a minimum length of ten (10) feet measured along the curb line shall be placed between each entrance to a Village street. The curb shall be left intact for the length of this island. Where the public sidewalk is remote from the curb, an island of a minimum length of ten (10) feet measured along the right-of-way line shall be maintained along each entrance to the Village street. All flares shall be tangent to the curb line. A curb length of not less than three (3) feet shall be left undisturbed adjacent to each property line to serve as an island area in the event an adjoining property owner applies for a driveway permit to serve his/her property.

(c) **Special Requirements for Commercial & Industrial Driveways.** The following regulations are applicable to driveways serving commercial and/or industrial property:

(I) **Width of Driveways.** Openings for vehicular ingress and egress shall be at least twelve (12) feet wide at the property line for commercial and industrial properties, but shall not exceed twenty-six (26) feet at the property line and thirty-five (35) feet at the adjacent edge of street pavement or gutter opening.
(2) **Angular Placement.** The center line of the driveway shall be at a right angle to the street line or in extreme cases may be parallel to the side property line of the lot.

(d) **Appeal from Permit Refusal.** Any person feeling himself/herself aggrieved by the refusal of the Clerk-Treasurer or Director of Public Works to issue a permit for a private driveway may appeal such refusal to the Public Works Committee within fourteen (14) days after refusal to issue permit is made.

(e) **Prohibited Driveways.**

1. No person, firm or corporation shall place, construct, locate in, or cause to be placed, constructed or located in, any obstruction or structure within the limits of any public road, highway or street in the Village of Winneconne except as permitted by this Section. As used herein the word "structure" includes private driveways, a portion of which extends into any public road, highway or street, and which is in nonconformance with this Chapter.

2. No driveway shall be closer than ten (10) feet to the extended street line at an intersection. At street intersections a driveway shall not provide direct ingress or egress to or from the street intersection area and shall not occupy areas of the roadway deemed necessary by the Village for effective traffic control or for highway signs or signals.

3. The grade of that portion of any private driveway or pedestrian path located within the limits of any public road, highway or street shall be such as shall meet the grade of the existing public roadway in a downward manner at its edge and not cause an obstruction to the maintenance or clearing of such public roadway. Whenever possible, the driveway area located within the right-of-way area shall consist of at least four (4) feet of flat surface area from the pavement edge.

4. No driveway apron shall extend out into the street further than the facing of the curb and under no circumstances shall such driveway apron extend into any gutter area. All driveway entrances and approaches shall be constructed as not to interfere with the drainage of streets, side ditches or roadside areas, or with any existing structure on the right-of-way.

5. No portion of any curb, parapet or retaining wall, rising above the grade of the driveway, erected by the owner of the premises involved shall extend beyond the culvert spanning the water course located in such public way.

(f) **Culvert Construction and Standards.**

1. **Culvert Requirement.** The Village Board or Public Works Committee may require the property owner to provide for adequate surface water drainage along the street, and the property owner shall provide any necessary culvert pipe at his/her expense.

2. **Culvert Permit.**
   a. No person shall lay, remove, replace or repair any culvert within the Village of Winneconne unless he/she contracts with the Village to do such work or has obtained a permit therefor from the Director of Public Works at least three (3) days before work is undertaken following payment of the fee as determined by the Village Board. The Director of Public Works shall determine the diameter of the culvert to be installed, which shall not be less than twelve (12) inches and shall approve of the laying of said culvert so as to provide proper drainage.
   b. No person shall lay, remove, replace or repair any culvert until a permit has been obtained from the Director of Public Works at least three (3) days before work is
undertaken. There shall be no fee for such permit. The Director of Public Works shall view the site for installation of the culvert and determine the position and diameter of the culvert necessary to provide adequate drainage.

(3) *Existing Driveway Situations*. The owner of a driveway existing at the time of this Section originally became effective may be required to install a culvert if such existing driveway shall impede the flow of surface waters. The Director of Public Works shall advise the Public Works Committee of any driveway which intersects with a public street that impedes the flow of surface water, and the Public Works Committee shall order the owner thereof to install a proper culvert as directed by the Director of Public Works. The cost of such installation shall be borne by the owner. If the owner refuses or neglects to install a culvert, the Village shall, after notice to the owner, proceed to make such installation and charge the cost therefor to the owner. If such costs are not paid by November 1st, the Village Clerk-Treasurer shall place the charges on the tax roll in the same manner as a special assessment to be collected with real estate taxes.

(4) *Size*. Culverts shall be installed prior to construction work being commenced on the property served. No pipe smaller than twelve (12) inches in diameter (or equivalent elliptical or arch pipe) will be allowed. All culverts shall be constructed of galvanized steel or reinforced concrete, and shall be made of new manufacture, unless specifically excepted by the Director of Public Works or Village Engineer in the case of quality used culverts. PVC plastic culverts may only be used with the written approval of the Public Works Director.

(5) *Gauge*. The minimum wall thickness for the galvanized steel pipe culverts shall be in accordance with the following:

<table>
<thead>
<tr>
<th>Pipe Diameter</th>
<th>Gauge</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 to .5 inch</td>
<td>16</td>
</tr>
<tr>
<td>15 to 24 inch</td>
<td>16</td>
</tr>
<tr>
<td>30 to 36 inch</td>
<td>14</td>
</tr>
<tr>
<td>42 to 54 inch</td>
<td>12</td>
</tr>
<tr>
<td>60 to 72 inch</td>
<td>10</td>
</tr>
<tr>
<td>78 to 84 inch</td>
<td>8</td>
</tr>
</tbody>
</table>

The class of reinforced concrete pipe shall be in accordance with the following:

<table>
<thead>
<tr>
<th>Height of Cover (in feet)</th>
<th>Class of Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>IV</td>
</tr>
<tr>
<td>2-3</td>
<td>III</td>
</tr>
<tr>
<td>3-6</td>
<td>II</td>
</tr>
</tbody>
</table>

(6) *Endwalls*. Culverts shall be provided with concrete or metal apron endwalls as directed by the Village Engineer or Director of Public Works.

(7) *Backfill Material*. Material used for backfill shall be of quantity acceptable to the Village Engineer or Director of Public Works and shall be free from frozen lumps, wood, organic matter, silt or other deleterious materials. The minimum cover, measured from the top of
Driveways

the pipe to the top of the subgrade, shall be six (6) inches.

(8) *Erosion Control.* Erosion control measures shall be implemented as necessary to control erosion, or as directed by the Village Engineer or Director of Public Works.

(9) *Distance.* The distance between culverts under successive driveways shall not be less than ten (10) feet except as such restricted area is permitted to be filled pursuant to Subsection 6-3-2(a)(6).

(10) *Cost.* The property owner shall install the culvert and be responsible for the cost thereof. The property owner shall keep his/her culverts unobstructed and clean at all times or as directed by the Public Works Director. Failure to do shall be considered a violation of this ordinance and shall be remedied in accordance with 6-2-12, herein.

(11) *Appeal.* Persons may request a variance from the culvert requirements of this Section by filing a written appeals request with the Village Clerk-Treasurer, who shall place the matter as an agenda item for the Public Works Committee’s next meeting. The Public Works Committee may only waive the requirement for a culvert upon a finding that unique physical characteristics of the location in question render a culvert unnecessary. The Village Engineer or Director of Public Works may be asked to render an opinion on the request.
PUBLIC WORKS PERMIT FOR VILLAGE OF WINNECONNE

Application Review Fee $25.00

Property Address: 533 Division St

Date: 5/2/19

To each copy of the application:
1. Attach map or sketch detailing the work to be conducted including existing facilities, buildings, ditches, culverts, streets, sidewalk, etc. as well as indicating the work to be conducted. Also provide distances to points of reference (street, property line, building, curb, etc).
2. Include with the map or sketch, appropriate topographical information in order for the application to be properly viewed.
3. Attach insurance certificate.
4. If excavating within the street, provide $10,000 Street Bond made payable to Village of Winneconne.

UTILITY ACTIVITY (check appropriate box):

☐ Electric ☐ CATV ☐ Telephone ☐ Gas ☐ Underground ☐ Water or Sewer Service Lateral

TYPE OF PRIVATE WORK (check appropriate box):

☐ Forestry ☐ Sidewalk ☐ Driveway ☐ Mailbox ☐ Right-of-Way
☐ House Moving ☐ Ditching ☐ Culvert ☐ Place Fill ☐ Private Well

The Applicant shall save and hold harmless the Village of Winneconne, its officers, employees, agents, and all governmental contractors and subcontractors of the Village of Winneconne from actions of any nature whatsoever which arise out of or are concerned with or are claimed to arise out of or be connected with any of the work performed by the Applicant or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the Village for excavation on any street, sidewalk or right-of-way in the Village; including without limiting the generality of the foregoing, all liability, damages, loss, expenses, claims, demands, and actions on account of personal injury, death, or property loss to the Village, its officers, employees, agents contractors, or subcontractors; to the Applicant, it's employees, agents, contractors or subcontractors; or to any other persons, whether based upon, or claimed to be based upon, statutory including, without limiting the generality of the foregoing, worker's compensation, contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Village, its officers, employees, agents, contractors, or subcontractors.

The Applicant agrees to, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all attorney's fees and all costs and expenses of any kind arising from any such liability, damage, loss claims, demands and actions. Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the Village's property or right-of-way pursuant to this permit, shall not release Applicant from any of the indemnification requirements of this permit, unless the Village is notified of such transfer in writing.

Notwithstanding the foregoing, the applicant remains subject to the payment of actual cost of repair for intentional or negligent damage to any property, lines, structures, or facilities damaged, harmed, or left unfinished or incomplete by the Applicant, or on the Applicant's behalf, pursuant to this permit or any other permit issued by the
Village for location of property, lines or facilities on street right-of-way, and remains subject of payment for losses due to personal injury or death resulting from negligence by the Applicant or on the Applicant's behalf.

**Robert Albright**
Name of Applicant (Please Print)

80 Steamboat Ct
Mailing Address

Wilwaukee WI 54986
Village (city), State, Zip Code

920-376-0769
Telephone Number

E-mail

Note: *Will Do According to Wilwaukee P&Z, direction*

It is understood and agreed that approval of this Application is subject to the applicant's full compliance with all relevant Wisconsin Statutes, Village ordinances, and rules and regulations of other jurisdictional agencies which may be more restrictive than those set forth in the Wisconsin Department of Transportation Utility Accommodation Policy.

This permit is valid for the period of one (1) year from the date of issuance and the work shall be completed within that timeframe, unless written time extension approval is obtained from the Village of Winneconne.

**FOR VILLAGE USE ONLY**

Date Approved: ________________

Permit Number: 2019-0101

The Applicant shall contact Digger's Hotline not less than three (3) working days prior to the commencement of the permitted work to arrange for a representative to locate and mark any existing utilities: (800) 242-8511.

**SPECIAL INSTRUCTIONS:**

______________________________
Public Works Director Approval
Can make the top of stone drive same HT so as not to stop drainage as I don't think deep enough for a culvert.
June 12, 2019

Robert Albright
88 Steamboat Ct.
Winneconne, WI 54986

Dear Mr. Albright:

Regarding tax parcel #1910600 at 533 Division St. in the Village of Winneconne, WI:

After careful consideration your request for a second driveway variance was reviewed by the Public Works Committee on June 03, 2019. After a discussion on the location, the lack of culvert for drainage, and the need for a second driveway on the property, the request has been denied. It was determined that the location is not desired for future use of the Village streets. In accordance with Village of Winneconne Ordinance 6-3, the Village of Winneconne Public Works Committee has denied you a variance for an additional driveway extending into the right-of-way (ROW), as it was presented, on your property. Furthermore, the material and work that has been already placed in the right-of-way will have to be removed as to not cause obstructions.

If I can be of further assistance in this matter, please feel free to contact me at (920) 582-4381,

Kirk Ruetten
Public Works Director
**PROPOSAL**

<table>
<thead>
<tr>
<th>Client:</th>
<th>Job Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WINNECONNE MUNICIPAL COMPLEX&lt;br&gt;30 1ST ST&lt;br&gt;WINNECONNE WI 54986</td>
<td>WINNECONNE MUNICIPAL COMPLEX&lt;br&gt;30 1ST ST&lt;br&gt;WINNECONNE WI 54986</td>
</tr>
</tbody>
</table>

Appleton Sign Company proposes to do the following for your consideration and approval:

1. **QUOTE #12280-1**
   - Conceptual Design - Fabricate & Install One (1) Non-Lit, D/F Monument Sign - "Welcome to Winneconne". Reference Drawing ID 12280-1 for Signage Details.
   - Cost: $25,690.00

2. **QUOTE #12280-2**
   - Conceptual Design - Fabricate & Install One (1) Non-Lit, D/F Monument Sign - "Winneconne Industrial Park". Reference Drawing ID 12280-2 for Signage Details.
   - Cost: $22,645.00

3. **QUOTE #12280-3**
   - Conceptual Design - Fabricate & Install One (1) Non-Lit, S/F Monument Sign - "Arthur Marble Memorial Park". Reference Drawing ID 12280-3 for Signage Details.
   - Cost: $18,410.00

4. **QUOTE #12280-4**
   - Conceptual Design - Fabricate & Install One (1) Non-Lit, S/F Monument Sign - Secondary "Welcome To". Reference Drawing ID 12280-4 for Signage Details.
   - Cost: $18,025.00

**Total Proposal Amount:** $84,770.00

The proposal amount does not include sales tax, permits, obtaining fees, engineering, primary wiring, or final electrical connection unless specifically stated. All signs are wired at 120 volts unless otherwise specified in writing. For wall signs, it is the client's responsibility to provide access behind the wall for wiring and bringing the primary power within 10' of the sign location unless specifically stated in writing.

**Payment Terms:** 50.0% down payment is required, balance due upon installation.

We accept Visa, Mastercard and Discover credit card payments. There will be a 3.5% convenience fee added to each credit card transaction.

Sign project will be placed into production after receipt of all of the following: 1) signed proposal acceptance, 2) signed drawing approval, 3) down payment, and 4) permit approval. Approximately one week after receipt of these requirements, an estimated completion date will be communicated to the client.

Any alteration or deviation from the above specifications will be executed only upon written change order(s), and will become an extra charge, to be paid by the client, over and above the proposal amount.

Supplemental permits, if required by municipalities, are not reflected in this proposal. If applicable, and procured for client by Appleton Sign Company, permit(s) will be billed at cost plus an applicable obtaining/processing fee in addition to the total proposal amount above.

Permit(s) to be obtained by (check one): □ Client (CLIENT INITIALS_________) OR □ Appleton Sign Company (CLIENT INITIALS_________)

www.AppletonSIGN.com
This proposal does not become effective until signed and dated by Appleton Sign Company and may be withdrawn if not accepted within sixty (60) days. Appleton Sign Company shall also be entitled to withdraw any proposal presented in error if evidence of a typographical, pricing and/or similar error is discovered that would significantly change the scope of work, price or other material portion of the proposal. In such instance as a proposal is withdrawn, Appleton Sign Company shall present a revised proposal. Client has no obligation to accept any revised proposal.

The prices, specifications, terms and conditions contained herein are satisfactory and are hereby accepted. Appleton Sign Company is authorized to do the work as specified. Payment will be made in accordance with the terms above.

ACCEPTED BY: ___________________________ TITLE: ___________________________

SIGNATURE: ___________________________ DATE: ___________________________

SALES CONSULTANT: _______________________ DATE: ___________________________

TERMS AND CONDITIONS

1. Both parties hereto agree and understand that the title to said sign, together with all property furnished pursuant to this Agreement, shall remain in Appleton Sign Company's possession until paid for in full. It is further agreed and understood that until this Agreement is paid in full, that said sign, together with any additions thereto, shall at all times be deemed personal property and shall not by reason of attachment or connection to any realty be deemed or become a fixture of appurtenance to such realty. Said sign shall be servicable and removable from any realty in accordance with the provisions of this Agreement.

2. The Client shall have full responsibility for any parts and materials on its premises, or premises that Client will be occupying, and for the value of all services provided by Appleton Sign Company in respect thereto. At all times subsequent to delivery of any parts and materials to premises, the Client shall be liable for any damage or loss, whether or not said parts and materials are covered by insurance, and will not affect the rights of Appleton Sign Company to enforce the purchase price then unpaid.

3. The Client shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said Client shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if Client executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then Client purchases same and is bound to the terms and conditions of this contract as though Client had obtained said permission and Client agrees to relieve Appleton Sign Company from any liability for its failure within ten (10) days of delivery to erect or install said sign.

4. All sizes, dimensions, and elevations as shown on drawing(s) are an approximation only and are subject to variation based upon field measurements and standard component dimensions. Client agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation, and make connection thereof to display.

5. During the period in which construction and erection of said sign is in progress, Appleton Sign Company agrees to have its workers covered by worker's compensation insurance and further agrees to carry liability and property damage insurance covering injuries to or death of persons and damage to property as a result of accidents for which Appleton Sign Company is responsible. Insurance certificates will be furnished upon request.

6. Appleton Sign Company shall not be held responsible for delays due to accidents, strikes, war, natural disasters, inclement weather, or any other delays beyond our control.

7. When pier drilling is necessary, Appleton Sign Company will contact Digger's Hotline to locate public utilities. Location of private utilities is the sole responsibility of the Client. In the event poor ground conditions are encountered in the drilling process, to the point where special equipment is required, the Client may incur additional charges.

8. In the event building, soil, underground, or overhead conditions or obstructions are encountered which impair installation of said sign, Client agrees to pay for all additional costs of installation attributed to such conditions or obstructions.
9. Appleton Sign Company will make repairs to walls, roof, and roof coverings opened by Appleton Sign Company during installation of said sign. In making such repairs, Appleton Sign Company does not assume responsibility for re-bonding of roof covering installed by others.

10. All materials are to be as specified or of similar quality. All work will be completed in a workmanlike manner according to standard practices. Appleton Sign Company provides a limited warranty on sign products. This warranty covers ballasts, transformers, and original workmanship for one (1) year from the original invoice date. Labor to replace ballasts and transformers will be warranted for ninety (90) days from the original invoice date. Lamps of any type and the labor to replace those lamps will be warranted for ninety (90) days from the original invoice date. This warranty excludes all damages caused by natural acts or vandalism. Unless otherwise agreed in writing, all warranties are null and void if final invoice is not paid within forty five (45) days from invoice date and/or if any service/maintenance work is performed and/or modifications are made to sign(s) or component(s) by any company or agent other than Appleton Sign Company.

11. Upon default for the payment of any sums herein agreed, Appleton Sign Company may, at its option, declare the balance fully due and payable without further notice to Client; and Client agrees to pay interest on said balance, when declared due at the rate of 1.5% per month on the unpaid balance, 18% annual rate. Client further agrees to pay all reasonable costs of collection of said balance incurred by Appleton Sign Company, including reasonable attorney’s fees and court costs.

12. This document constitutes the entire agreement and understanding between both parties and shall not be considered modified, altered, changed, or arrended in any respect except as provided herein, unless in writing and signed by the duly authorized officers, employees, or owners of each party.

13. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other remaining provision(s) hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

14. Both parties agree that any suits brought pursuant to this Agreement shall be brought in the courts of Winnebago County, Wisconsin.
# DEPOSIT INVOICE

**CORPORATE**
2400 Holly Road  Neenah, WI 54956  
Tel: 920.734.1601  Fax: 920.734.1622  

**BRANCH**
6510 Aurora Road  West Bend, WI 53090  
Tel: 262.299.1601  Fax: 262.299.1622  

---

**SOLD TO:**
WINNECONNE MUNICIPAL COMPLEX  
30 1ST ST  
WINNECONNE, WI 54986

**JOB LOCATION:**
WINNECONNE MUNICIPAL COMPLEX  
30 1ST ST  
WINNECONNE, WI 54986

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<table>
<thead>
<tr>
<th>ORDERED BY</th>
<th>PO NUMBER</th>
<th>SALES CONSULTANT</th>
<th>ORDER DATE</th>
<th>PAYMENT TERMS</th>
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<tbody>
<tr>
<td>Josh Turkow</td>
<td></td>
<td></td>
<td>01/30/19</td>
<td>50.0% Due Upon Receipt</td>
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<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>
| 1   | **QUOTE #12280-1**  
CONCEPTUAL DESIGN - FABRICATE & INSTALL ONE (1) NON-LIT, D/F MONUMENT SIGN - "WELCOME TO WINNECONNE". REFERENCE DRAWING ID 12280-1 FOR SIGNAGE DETAILS.  | $25,690.00 | $25,690.00 |
| 1   | **QUOTE #12280-2**  
CONCEPTUAL DESIGN - FABRICATE & INSTALL ONE (1) NON-LIT, D/F MONUMENT SIGN - "WINNECONNE INDUSTRIAL PARK". REFERENCE DRAWING ID 12280-2 FOR SIGNAGE DETAILS.  | $22,645.00 | $22,645.00 |
| 1   | **QUOTE #12280-3**  
CONCEPTUAL DESIGN - FABRICATE & INSTALL ONE (1) NON-LIT, D/F MONUMENT SIGN - "ARTHUR MARBLE MEMORIAL PARK". REFERENCE DRAWING ID 12280-3 FOR SIGNAGE DETAILS.  | $18,410.00 | $18,410.00 |
| 1   | **QUOTE #12280-4**  
CONCEPTUAL DESIGN - FABRICATE & INSTALL ONE (1) NON-LIT, S/F MONUMENT SIGN - SECONDARY "WELCOME TO". REFERENCE DRAWING ID 12280-4 FOR SIGNAGE DETAILS.  | $18,025.00 | $18,025.00 |

**TOTAL PROPOSAL AMOUNT**

$84,770.00

***FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION***

Proposal amount based on planned-for materials and equipment. Final price may vary based on soil conditions, readiness of the site for all signs at once, clear unhindered access to the site, no union-related costs, freight, rush projects, additional repairs, etc. No electrical work, hook-up, engineering or inspections of any kind are included or implied.

We accept Visa, Mastercard and Discover credit card payments. There will be a 3.5% convenience fee added to each credit card transaction.

---

**PLEASE PAY THIS DEPOSIT AMOUNT:**

$42,385.00
Not going to use this on the backside

Thanks for Visiting

WINNECONNE

HISTORY'S CROSSING PLACE

Thanks for Visiting
Multiple options based on tenant count.
CONCEPTUAL DESIGN - FABRICATE AND INSTALL ONE (1) NON-LIT D/F MONUMENT SIGN - "ARTHUR MARBLE MEMORIAL PARK"

12280-3

OPT. #1

CONCEPTUAL DESIGN ONLY!
NOT TO BE USED FOR PRODUCTION