MEETING NOTICE:
PARK COMMITTEE FOR VILLAGE OF WINNECONNE

Agenda For:

Tuesday, July 2, 2019 @ 11:00 a.m. at Village Hall, Annex Location, to consider:

Call to Order
Public Participation
Communication
Approve Minutes from June 04, 2019 meeting
Operations Progress:
  Update – DPW Ruetten

Old Business
Park CIP Long term planning
  - Discussion
  - Recommendation

New Business
WYDC Park Use Agreement Renewal
  - Discussion
  - Recommendation
WYDC Request for Selling Advertising Space in Park
  - Discussion
  - Recommendation
Winneconne Car Show Event
  - Discussion
  - Recommendation
Winneconne Historical Society Building Site Plan
  - 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:
PARK COMMITTEE FOR VILLAGE OF WINNECONNE

Minutes For:

Tuesday, June 04, 2019 @ 5:00 p.m. at Village Hall, Annex Location, to consider:

Meeting called to order at 5:00 pm by Trustee Brenda Kubasta with members, Lani Stanek and Trustee Steve Foster present. Also, in attendance was Village President Chris Boucher, DPW Ruetten, and Rachel Ryf Aquatics Coordinator. Absent were Trustee Max Clifford and member Dave Reetz.

Public Participation – None

Communication – None

Approve Minutes from May 07, 2019 meeting – Motion by Foster, Seconded by Stanek to approve May 07, 2019 meeting minutes. Carried by voice vote 3/0.

Operations Progress:
Update – DPW Ruetten –
- The crow’s nest at Marble Park that the WYDC are installing are started.
- All shelters and parks are prep’ed for opening
- Swimming facility is still filling and looking good
- Baseball Fields are prep’ed and games have begun
- Dock maintenance has been performed at all facilities
- Aquatics Director, Rachael Ryf reported on employees for the aquatic center and progress that is being made on opening the center.

Old Business
Park CIP Long term planning – DPW, Kirk Ruetten reviewed.
- Discussion – McMahon and DPW have been working on the facilities CIP plan and will have a draft to review in July.
- Recommendation – None at this time.

New Business
Canoe and Kayak Program – DPW reviewed and gave background.
- Discussion – Proposed costs and discussed budgets.
- Recommendation – Look at end of the year pricing and or put on next year’s budget. Bring back sample waiver.

Set next meeting date and adjourn –

2nd of July 2019 at 11:00 am
Motion by Foster, second by Stanek to adjourn 3-0 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.
PARK USE AGREEMENT BETWEEN THE VILLAGE OF WINNECONNE AND WINNECONNE YOUTH DIAMOND CLUB INC.

An agreement between the Village of Winneconne, WI and the Winneconne Youth Diamond Club Inc. (WYDC) a non-profit organization, for the use of an area of land in Arthur Marble Park, and its facilities so that the WYDC can carry out its baseball/softball programs for the youth in the community.

ARTICLE I – BACKGROUND

1. The Village of Winneconne (The Village) owns Arthur Marble Park (Marble Park), a park approximately 3.5 parcel located on the west side edge of the Village. Marble Park is home to a four-acre swimming pond, four ball fields (the “Ball Fields”), basketball courts, archery range and toddler/youth playground equipment. Two shelters are available to rent for private use (the “Shelter Facilities”), with the Large Shelter having access to the concession stand. The channel through Marble Park is a favorite fishing location and is bounded on two sides by an improved walking path, which is handicap accessible and has handicap fishing spots.

2. WYDC has a long tradition of positively serving the children within the Winneconne area by providing recreational opportunities through youth baseball and softball activities. These activities are provided entirely by volunteers including coaches, managers, league officers, and concession operators. Except for normal park maintenance services, there is little cost to the Village in providing these recreational activities to the community.

3. The Village has had a long standing informal agreement with the WYDC to provide the use of the Ball Fields, Shelter Facilities and the Smithco, Superstar motorized field groomer and its implements at Marble Park for the youth baseball/softball program. Based on this informal agreement, WYDC has constructed fencing, backstops, batting cage repairs, field leveling, backboards, and turf improvements, and has shared with the Village maintenance costs and activities. The general public has enjoyed use of the Ball Fields when they have not been in use for the WYDC program.

4. The Village and the WYDC have now determined that it is in their mutual best interest to formalize their relationship in regard to the use and maintenance of Marble Park through the preparation and execution of a written agreement.

ARTICLE II – PURPOSE OF AGREEMENT

The purpose of this agreement is to:

1. Provide the terms and conditions under which the WYDC can continue to use the Ball Fields, Shelter Facilities and Equipment for practice, league activities and tournament play.

2. Define operational and maintenance responsibilities.

3. Identify responsibility for costs.

4. Identify a process to provide for improvements and upgrades.
ARTICLE III – DURATION OF AGREEMENT

1. This Agreement shall extend for a term of three (3) years from the date the Agreement is executed by the Parties and shall allow for renewal of this Agreement after said date with approval of both Parties.

2. Prior to the expiration of this Agreement, WYDC may apply to the Village for a renewal or extension. The renewal or extension will be granted only upon the written consent of the Parties, which extension agreement must be executed prior to the expiration of the previous period.

3. The Agreement shall be considered null and void if the Agreement is not renewed after the life of the Agreement.

ARTICLE IV – EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

ARTICLE V – PERMITTED USES

WYDC use of Ball Fields is allowed under the following conditions:

1. The Ball Fields, Shelter Facilities and Equipment shall be used and occupied by the WYDC only for the purpose of permitted youth baseball and softball activities for children between the ages of eight (8) to fourteen (14). WYDC shall not use or permit the Ball Fields, Shelter Facilities and Equipment to be used for any other purpose without prior written approval of the Village of Winneconne Administrator. WYDC is authorized to establish and collect reasonable fees and or donations from tournament teams to offset their maintenance.

2. In April of each year, WYDC will provide the number of teams and participants in its organization, along with the planned schedule of play, to the Village of Winneconne Director of Public Works. The Village of Winneconne Director of Public Works retains the right to make adjustments in field use based upon those numbers, in order to facilitate Ball Field maintenance and repairs.

ARTICLE VI – PERIOD OF USE

1. Use of the Ball Fields is limited to the scheduled Spring and early Summer tournament times described or established above. All use must be concluded by September 1st and any WYDC use beyond that date must be requested and approved in writing by the Village of Winneconne Park Board. Approval of such request will not be unreasonably withheld. WYDC shall not be responsible for maintenance and repair of the Ball Fields following the conclusion of the Period of Use.

ARTICLE VII – USE BY OTHERS

1. The Village of Winneconne retains the right to allow and approve Ball Field, Shelter Facilities and Equipment use by others during the times when WYDC is not scheduled to use the Ball Fields Shelter Facilities and Equipment as noted above.

ARTICLE VIII – PROPERTY

1. At the time of this Agreement, WYDC does not own the Ball Fields, Shelter Facilities and Equipment or any improvements there to, including, without limitation, any materials, buildings,
fences, backstops or other fixtures, improvements or real estate located in Marble Park. All
ownership rights to such items belong to the Village of Winneconne. In the event this ownership
changes, any property listed and approved by the Village of Winneconne Parks Board will remain
in the ownership of the WYDC until the termination or expiration of this Agreement. At the
termination or expiration of this Agreement WYDC shall have ninety (90) days to notify the
Village of its intent to remove all WYDC owned property. WYDC shall have one (1) year
following the expiration or termination of this Agreement to remove its property, as provided for
in section XVI.2. Any WYDC property not removed shall become the property of the Village.

2. Any improvements to or expansion of the Ball Fields, the Shelter Facilities or the Equipment or
any other related facilities performed by the WYDC shall become the property of the Village
after installation or construction is complete and the Village Board has accepted such
improvement. After acceptance by the Village Board, any such improvements will be maintained
by the Village.

ARTICLE IX – IMPROVEMENTS

1. Ball Field improvements, proposed by the WYDC for installation or modification after the date of
this Agreement, must be requested and approved by the Village Board. No improvements will be
installed or provided by the WYDC without the written permission of the Village Park Board or
the Director of Public Works, after approval by the Village Park Board. This permission will be
granted provided it can be shown the improvement will provide a benefit to the community and
the WYDC participants or spectators and will not detract from the appearance and function of the
park.

2. WYDC shall obtain any and all local, state or federal permits associated with Ball Field
improvements prior to installation.

3. Any Ball Field improvements made by the WYDC, either voluntary or monetary, will become
property of the Village as set forth above unless otherwise agreed upon prior, in writing, by the
Village Park Board. Should an improvement be made without the permission of the Village, the
Village has the right to direct WYDC to remove the improvement within thirty (30) days at the
WYDC cost. If the improvement is not removed within 30 days, the Village may remove the
improvement and bill WYDC for all related costs and will be entitled to full payment for those
removal costs.

ARTICLE X – MAINTENANCE

1. Maintenance by WYDC during use of Ball Fields:

a. Shall maintain all dirt cut out surfaces in such a manner as to keep the Ball Fields in a
safe, playable condition and or return to original condition. This maintenance shall
include but not be limited to, weeding, grass removal, raking, grading, removal of rocks,
placement of chalk lines, installation and maintenance of nets, installation and
maintenance of advertising, control of mud, and replacement of unsuitable dirt.

b. Shall have the right to hire a Village employee, outside of normal work hours, at their
current rate, for Ball Field maintenance, during the prescribed times listed above, and use
of all Village equipment related to Ball Field maintenance.
c. Shall use and regularly maintain the Village owned Smithco, Superstar motorized field groomer and its implements to maintain the Ball Fields.

d. Shall maintain and manage the Shelter Facilities to include regular cleaning during use.

e. Shall provide litter control to the Ball Field area daily or as needed, during the prescribed use times and dates, and shall keep the areas free of litter.

f. Shall provide one pallet of Ball Field chalk for tournament use and the remainder of the chalk will be turned over to the Village, for its use, when the WYDC season concludes.

2. Maintenance by the Village:

a. All maintenance provided for Arthur Marble Park is in accordance with the Village Standard Operating Procedures (SOP).

b. The Village will supply the Field liner and filed rakes and shovels for WYDC maintenance.

3. Maintenance by WYDC to a higher standard than identified in Article X(2) is allowed, provided that WYDC assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Village laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

ARTICLE XI – RESPONSIBILITY FOR COSTS

1. The Village will assume the costs for services noted in Article X(2); the costs of repairing or replacing facilities owned by the Village, unless damaged by WYDC; and the costs of improvements determined to solely meet the general community’s interests.

2. The Village and WYDC will share in the costs of improvements that are determined to have benefit between WYDC participants and the general community. The installation of such improvements and the amount of the shared cost will be negotiated, based on the benefit.

ARTICLE XII – PARKING AND TRAFFIC CONTROL

1. During Ball Field use, WYDC will assign as many members of the organization as necessary to manage and control parking to pavement areas only, and to keep fire lanes and access for emergency vehicles clear.

ARTICLE XIII – RULES, LAWS, AND ORDNANCES

1. WYDC agrees to abide by and uphold the policies and ordinances of the Village of Winneconne and the laws and regulations of the State of Wisconsin, including those which regulate the operation of food and beverage serving facilities.

ARTICLE XIV – RIGHT TO ENTER

1. The Village shall have the right to enter the Ball Fields or Shelter Facilities during WYDC use for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.
ARTICLE XV – TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of ninety (90) day’s written notice of the Party’s intent to terminate.

2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the Village or WYDC, shall be returned to said Party.

3. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement after written notice of such breach and failure to cure within 30 days of such notice.

ARTICLE XVI – SCHEDULED MEETINGS

1. By April 1 of each year, the WYDC President shall meet with the Village Administrator for the purpose of reviewing and planning; identification of WYDC numbers of participants and scheduled dates of play; maintenance needs; planned improvements; concerns and policies and practices to be followed.

ARTICLE XVII – LIABILITY

1. WYDC shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all WYDC uses of Marble Park, including, without limitation, the Ball Fields, Shelter Facilities, Equipment and related uses. Said insurance shall be in the amount of not less than $1 million per occurrence. The Village shall be named additional insured for said policy or policies, and a certificate of insurance so naming the Village, along with a copy of the policy binder, shall be provided to the Village within fifteen (15) days of the effective date of the policy.

2. The Village shall be provided with at least 30 days’ prior notice in the event of cancelation of WYDC’s liability insurance coverage. Upon cancellation or termination of such insurance for any reason, WYDC’s use of Marble Park shall immediately cease until such insurance is reinstated and proof is shown to the Village Administrator of the same.

3. Each time this Agreement is extended or renewed, the Village reserves the right to review and adjust the minimum amount of insurance coverage required of the WYDC.

ARTICLE XVIII – INTERPRETATION

1. This Agreement has been and shall be construed as having been made and delivered in the State of Wisconsin, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action pursuant to this Agreement shall be in the circuit courts of Winnebago County.

2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney’s fees.

ARTICLE XIX – AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent of the Parties shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.
ARTICLE XX – ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein.

ARTICLE XXI – RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXII—NOTICE

1. Any notice required by this Agreement shall be considered made when delivered in writing to the following via personal delivery, certified mail, email (if any email address is provided below or facsimile (if a facsimile number is provided below):

   The Village: Village of Winneconne
c/o Village Administrator
30 S. First St.
Winneconne, WI
administrator@winneconnewi.gov

   WYDC
Winneconne Youth Diamond Club, Inc.
c/o

IN WITNESS WHEREOF, the Village of Winneconne and the WYDC have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _______________ day of ______________, 20__

Village of Winneconne

By: __________________________
Chris Boucher Village President

Arrest: _________________________
Jacquin Stelzner, Village Clerk

Winneconne Youth Diamond Club Inc.

By: __________________________
President of the Board

By: __________________________
Vice President of the Board
<table>
<thead>
<tr>
<th>From:</th>
<th>Derek Schaffer <a href="mailto:derek@sbsplumbing.net">derek@sbsplumbing.net</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Tuesday, June 18, 2019 8:18 AM</td>
</tr>
<tr>
<td>To:</td>
<td>Mary Lou Schroeder; Kirk Ruetten</td>
</tr>
<tr>
<td>Subject:</td>
<td>Re: WYDC contract</td>
</tr>
<tr>
<td>Categories:</td>
<td>Green Category</td>
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Kirk and Mary Lou, We reviewed the contract, and it appears fit for renewal as is. I honestly have no idea why we need this, but someone obviously thought it was necessary back in the day. Please submit it as is for renewal to the parks board. This all appears to be common sense to me, but it is what it is. In regards to using your Smithco, our policy lists you as additional insured, and would cover this if anything were to happen, just a peace of mind note for you, thanks again!!

Derek Schaffer

On Fri, Jun 14, 2019, 12:44 PM Mary Lou Schroeder <mlschroeder@winneconnewi.gov> wrote:

Derek,

We noticed that the contract with the WYDC and the Village expired earlier this year. Can you please respond with an email letting me know if you want to renew for the next 3 years with the same agreement or not. We can then get you on the agenda for the next Park Board meeting.

If you do not want the same agreement, we will need what changes you would like to go before the Park Board.

Thanks, mls

Mary Lou Schroeder

Customer Service Representative
Village of Winneconne
30 S 1st St.
Winneconne, WI 54986
P 920-582-4381
F 920-582-0660
**VILLAGE OF WINNECONNE, WISCONSIN**
30 S. First Street • Winneconne, WI 54986 • 920-352-4381

**Special Event Permit Application**

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Contact Person: JEFF WICINSKY
Daytime Phone: 920 379 9988
Cell Phone: SAME
Organization: WRR
Email: JEFFwicinsky@HOTMAIL.COM
Not For Profit: Yes
Street Address: P.O. BOX 190
City: WINNECONNE
State: WI
Zip: 54986
Contact Onsite the Day of Event: SAME
Cell Phone: SAME

**SPECIAL EVENT INFORMATION**

Name of Event: WINNECONNE CAR SHOW (WRR)
Event Date(s): 8/3-19
Open to the Public: Yes
Hours the Event is Open to the Public Each Day:
N/A: Sun:_____ Mon:_____ Tues:_____ Wed:_____ Thurs:_____ Fri:_____ Sat: 8:00 - 3:00
Set Up Date and Time: 8/3-6:00
Take Down Date and Time: 8/3 - 4:00
Location Requested: LARGE SHELTER + GREEN SPACE
Park Shelter Needed: Yes
Estimated Attendance: 500-1000

<table>
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<tr>
<th>Please circle if you plan to include the following during the event:</th>
</tr>
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<tbody>
<tr>
<td>Vendors/Food Sales/Cooking</td>
</tr>
<tr>
<td>Operator's License/Alcohol*</td>
</tr>
<tr>
<td>Port-O-Johns (At Own Expense)</td>
</tr>
<tr>
<td>Sign(s)</td>
</tr>
<tr>
<td>Tent(s)</td>
</tr>
<tr>
<td>Music/Sound Amplification</td>
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<tr>
<td>State Highway 116 Closure</td>
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*If selling alcohol on Village-owned property, organization is required to carry liability insurance. Proof of insurance is required two weeks prior to event date.

Rev. 2-22-2017
### Municipal services requested:

<table>
<thead>
<tr>
<th>Service</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Street Closure</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Traffic Control Police Officers</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Traffic Control Devices (No Parking, Stop Directional, Barricades, Cones, etc.)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Additional Police Presence</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Access to Electricity</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Access to Outdoor Water Source</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Additional Trash Bins</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Portable Volleyball Nets</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Picnic Tables</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Any additional Special Assistance needed from the Village?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**NOTE:** Attach a map of event that must include location, routes, areas used, barricade placement, port-o-john locations, etc.

**Signature of Responsible Party:** [Signature]  
**Date:** 6-18-19

### VILLAGE APPROVAL

Acknowledged and Approved by Public Works Director:  
**Date:**  
**Notes:**

Acknowledged and Approved by Chief of Police:  
**Date:**  
**Notes:**

Acknowledged and Approved by Village Administrator:  
**Date:**  
**Notes:**

### OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Fee Amount:</th>
<th>[ ] Credit Card</th>
<th>[ ] Cash</th>
<th>[ ] Check #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today's Date:</td>
<td>Authorizing Signature:</td>
<td></td>
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</tr>
</tbody>
</table>

**Rev. 2-22-2017**
WINNECONNE PARKS FACILITIES USE PERMIT

Type of Event: **CAR SHOW**

Person in Charge/Contact Person: **JEFF WINESKY**

Address: **P.O. BOX 190 WINNECONNE**

Daytime Phone: **920 379 9988** Alternate Phone: 

Reservation Date: **8/3/19** Day of Week: **SATURDAY**

Est. Attendance: **300-500** Est. Arrival Time: **7:00 AM**

Lake Winneconne
- [ ] Small Shelter
- [X] Large Shelter
- [ ] Barn
- [ ] Gazebo

Waterfront Park
- [X] Pavilion Area

Marble Park
- [ ] Small Shelter
- [X] Large Shelter

RESponsibilities of the person in charge/contact person:

A. The individual designated as the Person in Charge in this Use Permit must be at least 18 years or older in order to reserve a facility. Throughout the event, the Person in Charge is held responsible for the preservation of order, noise control, shelter clean-up and any damage that has occurred.

B. Keys are required to access the shelters. **Key pick-up required.** Keys must be picked up at the Village Office prior to the Event by the person in charge/contact person listed above. **Access to the shelter is allowed on the Reservation Date only.** Please see item 2 on the Terms of Reservation sheet.

C. Use of the Village Park shelters is subject to municipal ordinances and can be terminated at the discretion of the Village Police Department if any term of the Use Permit is violated or when public safety is threatened.

D. The Village Parks Use Permit is recognized as proof of reservation. While occupying the shelter, the Person in Charge is to have this Use Permit in their possession.

E. I acknowledge that I have received and read the Terms of Reservation.

\[Signature\] 6/18/19

OFFICE USE ONLY

Today's Date **6-25-19** Received by: **MM**

FEE $ 8500 [V] Cash [ ] Check#___________
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, D/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:**

$34,770.00

The proposal amount does not include sales tax, permits, obtainment 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 specified 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 obtainment/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__________)
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 serviceable 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 fully 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 when 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 amended 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

**DEPOSIT INVOICE**

**Invoice #:** DP29449  
**Invoice Date:** 02/11/19  
**Customer #:** 10478  
**Page:** 1 of 1

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| WINNECONNE MUNICIPAL COMPLEX  
30 1ST ST  
WINNECONNE, WI 54986 | WINNECONNE MUNICIPAL COMPLEX  
30 1ST ST  
WINNECONNE, WI 54986 |

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| 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**

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***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, hookup, 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
East side entrance

Welcome to WInneconne

HISTORY'S CROSSING PLACE

CONCEPTUAL DESIGN - FABRICATE AND INSTALL ONE(1) MONO-LIT D/F MONUMENT SIGN - "WELCOME TO WINNECONNE"

DISCLAIMER:

THE DOCUMENT DESCRIBES AN APPLETON SIGN COMPANY CONCEPTUAL REPRESENTATION OF SERVICES PROVIDED BY APPLETON SIGN COMPANY. ANY QUESTIONS, OR EXCEPTIONS TO THIS DESIGN, MUST BE DISCUSSED AND APPROVED WITH ANY THIRD PARTY EMPLOYEES OF APPLETON OR OTHER WRITTEN CONSENT. ANY MISTAKES WILL BE ENFORCED AND NOT CONSIDERED DESIGN FEE.

CONCEPTUAL DESIGN IS A CONCEPTUAL REPRESENTATION OF ACTUAL COLORS USED IN THE PRODUCTION PROCESS. PAINTS MAY DIFFER FROM DESIGN SCHEMATICS, AND ARE NOT ACCURATE TO THE ACTUAL COLORS USED ON DIFFERENT SURFACES. IF YOU NEED A SAMPLE OF THE ACTUAL COLOUR BEFORE APPROVING, PLEASE REQUEST A PHYSICAL SAMPLE FROM YOUR LOCAL REPRESENTATIVE.

OPT. #1

12280-1

CONCEPTUAL DESIGN ONLY!

NOT TO BE USED FOR PRODUCTION
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-ILLUMINATED MONUMENT SIGN - "ARTHUR MARBLE MEMORIAL PARK"

DISCLAIMER:
This drawing is the property of Appleton Sign Company. It is a conceptual representation of the design proposed by Appleton Sign. Client accepts the design subject to change. It does not represent the final product. Any references to dimensions are subject to change. Any client ideas and suggestions will be incorporated into the final product. The design is subject to modification. The client may request changes at any time, subject to availability and cost. The design is not intended for production. The final product may vary from the conceptual design provided. This drawing is not to scale and may not accurately represent the actual product. It is for conceptual purposes only. It is the responsibility of the client to ensure that the final product meets all requirements and specifications. Any changes or modifications to the design must be approved by Appleton Sign. The client is responsible for any changes that are made to the design. Any changes made to the design may affect the cost of the final product. Any questions or concerns should be directed to Appleton Sign. The final product may require additional changes to meet the client's requirements. Any changes made to the design may affect the production process. Any changes made to the design may affect the cost of the final product. The final product may require additional changes to meet the client's requirements. Any changes made to the design may affect the production process. Any changes made to the design may affect the cost of the final product. The final product may require additional changes to meet the client's requirements. Any changes made to the design may affect the production process.
West side entrance

Welcome to WINNECONNE
HISTORY'S CROSSING PLACE

CONCEPTUAL DESIGN - FABRICATE AND INSTALL ONE(1) NON-LIT 5'/F MOVEMENT SIGN - SECONDARY "WELCOME TO"

DISCLAIMER: THIS DOCUMENT IS PART OF A CONCEPTUAL DESIGN. IT IS A CONCEPTUAL REPRESENTATION OF SERVICES PROVIDED BY APPLETON SIGN COMPANY, INC., DESIGNED TO ILLUSTRATE CONCEPT OR SPECIFICATIONS ONLY. IT SHOULD NOT BE CONSTRUED AS AN OFFER TO SELL. ANY USE OF THIS DOCUMENT WITHOUT APPROPRIATE REVIEW AND APPROVAL MAY LEAD TO CONSTRUCTION NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE PROJECT. FOR COMPLETE SPECIFICATIONS, PLEASE CONTACT APPLETON SIGN COMPANY, INC.

OPT. #1

12280-4

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