VILLAGE OF WINNECONNE
The Community of Opportunity
30 South First Street - P.O. Box 488 - Winneconne, Wisconsin 54986-0488 - 920-582-4381
www.winneconnewi.gov

AGENDA
TUESDAY, OCTOBER 15, 2019
Village Board Room, 30 South First Street

5:30 pm
Call to Order
Roll Call
Pledge of Allegiance
Public Participation
Communications

Regular Business
Approve Consent Agenda
September 17, 2019 minutes
Village and Utility Bills
Financial Report
Adopt Agenda

Administrator's Report
Committee Reports: Beautification, Cemetery, Fire Department, Historic
Preservation, Industrial Development Committee, Library, Park, Personnel and
Finance, Plan Commission, Public Safety, Public Works, Community Development
Association

Old Business
Discuss and vote to approve the site plan for the Bridge Tender House Replica,
submitted by the Historical Society

New Business
Discuss and vote to approve the memorandum of understanding between the
Village of Winneconne and the Greater Oshkosh Economic Development
Corporation
Consider the appointment of Ben Prevost to the Zoning Board of Appeals
Discuss and adopt resolution providing for the sale of $925,000 General
Obligation Corporate Purpose Bonds
 1. 10.1-2019 - Resolution Awarding the Sale of $925,000 General Obligation
Corporate Purpose Bonds, Series 2019A
Discuss and vote to approve the stormwater management practices maintenance
agreement for 695 Grant Street, as presented, between the Village and St. Paul's
Evangelical Lutheran Church of Winneconne
Discuss and vote to award the contract for asbestos abatement and demolition of
structures at 27 South 1st Street and 113 East Main Street
Consider Applications for Operator Licenses
Schedule Budget Workshop and Public Hearing to approve the 2020 Budget

Adjourn
MEETING MINUTES:  
VILLAGE BOARD  
September 17, 2019  
5:30 p.m.

Regular meeting of the Village Board was called to order by President Boucher. Roll Call: Ruebben, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; present.

Pledge of Allegiance was said in unison.

Public Participation  None

Communications - Ncnc

Regular Business

Approve Consent Agenda

August 20 2019 Village Board Minutes  
Village and Utility Bills – OrderPaid  
Financial Report  
Adopt Amended Agenda

MOTION by Kubasta, seconded by Ruebben, to approve the consent agenda and order the village and utility bills paid. Roll Call: Ruebben, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Administrator’s Report

Village staff and I continue to work hard on a variety of fronts. I’ve met with the CEO of the Greater Oshkosh Economic Development Commission (GoEDC) and the Director of the Winnebago County Planning Department about several grant and technical assistance programs that may be available as we look toward re-developing the Shopko, PDK, and Jordan properties. I also attended a Wisconsin City Managers’ Association luncheon, met several of my counterparts in our region, and heard a fascinating presentation about nascent efforts in several communities to create a transportation utility to fund road reconstruction instead of using special assessments.

Code Review – My review of the Village Code continues. I anticipate bringing the full code to the Village Board before the end of the calendar year.

2020 Budget – Kirk, Paul, Jaci, and Holly have counseled with me regarding their departmental budgets. We continue to wait on final health insurance and state shared revenue figures. It is my understanding that health insurance premiums will increase by an average of four percent. If the past several years are any indication, shared revenues seem to remain reasonably constant. I will be attending an Ehler’s Levy Limit Workshop on September 17th. I anticipate having a proposed full budget for the Personnel and finance committee to review in October. The Village
board will hold a public budget workshop prior to reviewing and approving the budget in November.

Fishing Piers – The fishing piers will not be open to the public on September 13 as originally anticipated. I am optimistic that the roof on the shelters will be complete and the piers open on Wednesday, September 18th. The Chamber of Commerce is planning a Fall Festival on Saturday, October 5th to celebrate the opening of the piers.

Signs – The Beautification Committee reviewed a draft RPF for new signs at the east and west entrances to the village and the entrance to the Industrial Park. I anticipate sending to qualified companies this week and receiving bids by the middle of October.

Oliphant – any movement on the waterfront property? Is it listed anywhere?
Dave – it is not listed. Am working with an interested party.
  - Not a fan of the hotel report . . . looking at alternative options.

Committee Reports:

Beautification Report – refer to minutes.

Cemetery Board – did not meet.

Fire Department – held annual meeting.
  - Ryan submitted budget. Questions with road work – received clarification from Kirk and Dave. Budget will probably be the same as last year minus the truck. Truck should be delivered in October. Everything running smooth.

Historic Preservation - Welcomed new member. Very short meeting.

Industrial Development Committee – did not meet.

Library Board – refer to minutes.

Park – went over Marble Park summer program. Item on agenda.

Personnel and Finance – refer to minutes. Some agenda items.

Plan Commission – refer to minutes.

Page 7 meeting minutes – no trespass sign on DOT property.

Dave – no we do not know who put it up. Since it appeared and DOT put up line markers and are now - will request the sign be removed. Working with Mr. Radtke on some of the conditions on the conditional use permit application.

Public Safety – refer to minutes. Held snowmobile discussion. Tried to come up with a better way to avoid damage to our streets and parks. Change trail to stay off Twin Harbor Drive . . . no access from the east or west to LWP – access thru North 3rd Street only. Get the word out.
Conveyor rubber belt to protect the sidewalk on the bridge. Take pictures of trail before and after winter.

Public Works – refer to minutes. A couple of agenda items.

Community Development Authority – did not meet.

**Old Business**

- None

**New Business 5:40 p.m.**

**Discuss and vote to accept offer from Shallbetter Properties LLC to purchase land in Industrial Park**

- Reviewed by Village Administrator David Porter.
- Recommended by Village Plan Commission.
- Request to purchase a 24' strip to the west which is owned by the Village – the lot where the berm is. Still maintain about 65 – 75 feet between the new property boundary and the berm. Will no impact our ability to manage stormwater.
- Emily – the next items are all intertwined. All for one. One for all. All related to Switchgear’s expansion.
- CSM Map – incorporates the 24 feet would like to purchase from the Village and also combines the two south lots into one lot . . . reason they would like to construct a new building across the two lots to meet zoning setbacks.
- Drainage easements – stormwater is always an issue. To comply with our restrictions are asking permission run an underground pvc pipe to connect to the current system.
- Foster – they will maintain the culvert.
- Stormwater management maintenance agreements – on both the north and south lots Switchgear would like to expand their driveways. Allow 30 feet requestion 186 feet driveways. The challenge is the public works department has equipment and a truck capable of cleaning culverts up to 30 feet. The purpose of the agreements if we do grant them a variance they will assume responsibility for maintain those. Also dictate if there is a problem and we have to call a contractor in . . . we can fix it and charge them back.
- Kasubaski – are the residents aware of this. Any feedback from them.
- Emily - No . . . a public hearing or notice is required. Advice from attorney not to pick and choose . . . we tend to stick closely to ordinance and statutes. Typical Industrial use.
- Emily – subject to putting in the correct legal descriptions.

MOTION by Ruetten, seconded by Oliphant, to approve the offer to purchase land in the Industrial Park from Shallbetter Properties LLC. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

**Discuss and vote to approve Certified Survey Map for Shallbetter Properties LLC**
- Reviewed by Village Administrator David Porter.
- Recommended by Village Plan Commission.

MOTION by Ruetten, seconded by Clifford, to approve the Shallbetter Properties Certified Survey Map. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

**Discuss and vote to approve drainage easement for Shallbetter Properties LLC**

- Reviewed by Village Administrator David Porter
- Recommended by Village Plan Commission

MOTION by Clifford, seconded by Oliphant, to approve drainage easement for Shallbetter Properties LLC. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

**Discuss and vote to approve the stormwater management facilities maintenance agreements, as presented, between the Village and Shallbetter Properties LLC**

- Reviewed by Village Administrator David Porter and DPW Kirk Ruetten.

MOTION by Oliphant, seconded by Foster, to approve the stormwater management facilities maintenance agreements, as presented, between the Village and Shallbetter Properties LLC subject to the correct legal description. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

**Discuss and vote to approve the site plan for the Bridge Tender House Replica, submitted by the Historical Society**

- Reviewed by Village Administrator David Porter.
- Unique that asking something be put on Village owned property.
- Received a handful of phone calls/office visits concerned about the process that has occurred within the Historical Society itself. They have not yet finished fundraising for the project and there have been some clear differences within the Historical Society.
- Historical Society is responsible for maintaining several structures in Marble Park.
- Recommends we table this issue and work with the Historical Society to look at their by-laws and think about ways in which we could resolve some of the divisions that currently exist and come back to the board with a plan that enjoys a broader consensus.
- Emily — Has this gone to the Plan Commission yet?
- Dave — no.
- Emily — changing of memorials should go to the Plan Commission. Her recommendation is to go before the Plan Commission. May be an opportunity to update the agreement. Agree it should be tabled.
- Mary Lou – for fundraising purposes it would help to let people know that the structure will proceed as planned. Currently have $11,000 in the account and another promised $5000.00 to be matched for another $5000.00. A total of $21,000.00.
- Board discussed the bridgetender house. Recommend it be tabled and to before the plan commission for review.

MOTION by Foster, seconded by Kubasta, to table until the plan commission has had an opportunity to review and bring back at next board meeting. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Discuss and vote to approve the Chamber of Commerce Fall Fest Committee’s request to place two temporary signs advertising Fall Fest on Village property, next to the welcome signs at the East and West entrances, from September 23rd through October 6th.

MOTION by Ruetten, seconded by Kasubaski, to approve the Chamber of Commerce Fall Fest Committee’s request to place two temporary signs advertising Fall Fest on Village property, next to the welcome signs at the East and West entrances, from September 23rd through October 6th. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Oliphant – remember to call digger’s hotline as there is power in the area.

Discuss and vote to approve the October 4 Homecoming Parade route, authorize the placement of “no Parking” signs along the route from 3:00 p.m. to 6:00 p.m. and authorize the closure of the parade route to vehicle traffic from 5:00 pm to 6:00 p.m. (Lake Winneconne Park to Parkway Drive to North 6th Avenue to Twin Harbor Drive to North 9th Avenue to the High School.)

- Chief Olson – was not brought before the Public Safety . . . Twin Harbor Drive is a concern. Recommend Parkway to 6th to Riverview – North 9th Ave – High School. They are open to change.

MOTION by Ruetten, seconded by Kubasta, to approve the October 4 Homecoming Parade route to go the route presented by the Chief of Police Paul Olson; and authorize the placement of “no Parking” signs along the route from 3:00 p.m. to 6:00 p.m. and authorize the closure of the parade route to vehicle traffic from 5:00 pm to 6:00 p.m. (Lake Winneconne Park to Parkway Drive to North 6th Avenue to Twin Harbor Drive to North 9th Avenue to the High School.) Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Discuss and vote to approve the closure of West Main Street from 1st Street to 4th Street on October 5, from 8:00 a.m. to 5:00 p.m. for Fall Fest.

- Reviewed by Chief Olson.
- Oliphant – dedication of piers. Traffic flow?
- Dedication will take place. Pedestrians crossing traffic at 1st.
- Dave – plan to set up stage on west side of 1st street with a photo op.
- Paul – can go under bridge. Have to use North 1st for two way traffic.
- Should we close South 1st Street – only go North. Yes.
MOTION by Kubasta, seconded by Foster, to approve the closure of West Main Street from 1st Street to 4th Street; and South 1st Street to Adams Street on October 5, from 8:00 a.m to 5:00 p.m. for Fall Fest. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Discuss and vote to approve the closure of West Main Street from 1st Street to 7th Street on November 30, from 5:30 p.m. to 7:00 p.m. for the Holiday Parade.

- Reviewed by Chief Olson. Approved by Public Safety and the DOT as well.

MOTION by Clifford, seconded by Oliphant, to approve the closure of West Main Street from 1st Street to 7th Street on November 30, from 5:30 p.m. to 7:00 p.m. for the Holiday Parade. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Discuss and adopt resolutions providing the for sale of $925,000 General Obligation Corporate Purpose Bonds

- Jonathan Schatz from Ehlers is available to answer any questions.
- Dave – Twin Harbor Project was funded by cash on hand . . . this will reimburse expenses and provide funding for next year’s projects.
- Jonathan – 3rd borrowing by purpose and 4th resolution authorizes the sale.
- If adopted sale will be held by October 15th and will present results at the October meeting. $925,000 of General Obligation Bonds for street and water.
- Debt service to be paid by sewer, water, special assessment, and tax levy.
- Jonathan reviewed the sizing sheet. Reviewed project costs and total borrowing costs. Levy is decreasing every year.
- Reviewed borrowing capacity over time. Conservative assumptions.
  - 2019 borrowing built in future borrowing. Still at highest rate of limit in 2018 at 76%. Assuming equalized value goes up. Will have residual capacity to address unseen projects if needed.
- Foster – trends say it all. Now is the time to borrow if we need too. Major water project coming in the future. Need to be very cognizant of rates.

Adopt Resolution 9.1-2019 Initial Resolution Authorizing $315,000 General Obligation Bonds for Street Improvements.

MOTION by Ruetten, seconded by Clifford, to Adopt Resolution 9.1-2019 Initial Resolution Authorizing $315,000 General Obligation Bonds for Street Improvements. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Adopt Resolution 9.2-2019 Initial Resolution Authorizing $400,000 General Obligation Bonds for Sewerage Projects

MOTION by Clifford, seconded by Kasubaski, to Adopt Resolution 9.2-2019 Initial Resolution Authorizing $400,000 General Obligation Bonds for Sewerage Projects. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.
Adopt Resolution 9.3-2019 Initial Resolution Authorizing $210,000.00 General Obligation Bonds for Water Systems Projects

MOTION by Clifford, seconded by Oliphant, to Adopt 9.3-2019 Initial Resolution Authorizing $210,000.00 General Obligation Bonds for Water Systems Projects. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Adopt Resolution 9.4-2019 Resolution Providing for the Sale of $925,000 General Obligation Corporate Purpose Bonds, Series 2019A

MOTION by Clifford, seconded by Kubasta, to Adopt Resolution 9.4-2019 Resolution Providing for the Sale of $925,000 General Obligation Corporate Purpose Bonds, Series 2019A. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher, ayes.

Discuss and vote to renew the Joint Powers Agreement governing the Winnebago County Emergency 911 System.

MOTION by Ruetten, seconded by Oliphant, to renew the Joint Powers Agreement governing the Winnebago County Emergency 911 System. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Discuss and vote Resolution 9.5-2019 Existing Employer Update Resolution: Wisconsin Public Employer’s Group Health Insurance Program

- Reviewed by Village Administrator David Porter.

MOTION by Ruetten, seconded by Kubasta, to adopt Resolution 9.5-2019 Existing Employer Update Resolution: Wisconsin Public Employer’s Group Health Insurance Program. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Discuss and vote to approve amendment to Personnel Policies regarding Call-in Time

- Reviewed by Village Administrator David Porter.
- Public Works brought to our attention – on weeks with a holiday if they respond to a snow emergency and not receive over time pay. If we are asking someone to come in outside their normal work hours should be at over time.
- Recommended by Personnel and Finance.

MOTION by Ruetten, seconded by Clifford, to approve the amendment to the Personnel Handbook pertaining to Call-in Time. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Discuss and vote to accept the Appointment of a new Agent at Kwik Trip

MOTION by Kubasta, seconded by Kasubaski, to approve the appointment of Michelle Tuscherer as new agent for Kwik Trip. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.
Consider Application for Operator Licenses

MOTION by Ruetten, seconded by Oliphant, to grant operator licenses to Jaimie Lee Schmitt, Craig Anthony Bentz, Colleen Ann Klokow, and Michelle Lynn Witzke. Roll Call: Ruetten, Clifford, Oliphant, Kubasta, Foster, Kasubaski, and Boucher; ayes.

Adjourn.

MOTION by Oliphant, seconded by Foster, to adjourn. Carried by voice vote.

TIME: 6:38 p.m.

Jacquin Stelzner
Clerk-Treasurer
Village of Winneconne
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101-19-55110-221-000 LIBRARY ELECTRIC MC Electricity-Library Alloc 430.12
101-11-55320-221-000 CIVIC PROMO ELECTRIC Entrance Signs 18.36
101-17-53420-221-000 STREET LIGHTING ELECTRIC Street Lights 3,403.07
101-17-53230-221-000 MAINT GARAGE ELECTRIC Street Garage Electricity 100.68
101-11-55120-221-000 HIST SOCY ELECTRIC Museum Complex Electricity 101.11
101-20-55420-221-000 BEACH/BEACH HOUSE ELECTRIC MP Beach House & Aerator 102.58
101-20-55300-221-000 REC BALL FIELDS ELECTRICITY MP Rec Fields Electricity 139.51
101-20-55200-221-000 PARKS ELECTRIC MP Shelters Electricity 135.84
101-20-55600-221-000 PARKS-WATERFRONT ELECTRIC Waterfront Park Electricity 54.13
101-20-55800-221-000 N 1ST ST BL ELECTRICITY N 1st St Boat Landing 31.09
101-20-55400-221-000 PARKS-LAKE WINN ELECTRIC LWP Shelters Electricity 138.49
101-22-54910-348-000 CEMETERY MISC EXPENSES Cemetery 16.59
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Total Expenditure from all Funds: 305,433.97
Check Date From: 9/01/2019  Thru: 9/30/2019  From Dept:  Thru Dept:

Total Checks: 72  Pay Periods: 8/10/2019 Thru: 9/20/2019
(Male: 47  Female: 25)

Earnings:

- Regular Pay: $77,208.04  Hours: 3,712.75
- Overtime Pay: $198.42  Hours: 6.50
- Shift Pay: $786.04  Hours: 28.00

Total Earnings: $78,192.50

Withholdings:

- Federal: $4,539.74
- Social Security: $4,712.00
- Medicare: $1,102.04
- Wisconsin: $2,997.52
- AFLAC: $29.72
- DEFERRED COMP: $647.85
- GARNISHMENT: $0.00
- H INS FLEX: $1,657.04
- H INS FLEX FIX: $0.00
- HEALTH INS DED: $2,030.72
- LIFE INSURANCE: $266.58
- POLICE UNION DU: $77.30
- SECTION 125 FLX: $536.14
- WRS DEDUCTION: $4,600.58
- WRS Fix: $0.00

Total Withholdings: $23,197.23

NET PAY: $54,995.27

Flexible Time Off:

- COMP TIME POL: Earned 6.75  Used 0.00
- HOL COMP POL: Earned 6.00  Used 16.00
- HOLIDAYS: Earned 0.00  Used 128.75
- PTO: Earned 0.00  Used 208.00

Total Flexible Time Off: Earned 12.75  Used 352.75
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<tr>
<th>Name</th>
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**Grand Totals:** 3,747.25 78,192.50 23,197.23 54,995.27
### SEPTMBER 2019 FINANCIAL REPORT - PREMIER CHECKING

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<td>Building Permits/Variance Applications/Conditional Use</td>
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<td>Cemetery Lot/Grave Opening Fees/ Marker Permits</td>
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<td>Municipal Court/Police Reports/Parking Fines</td>
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<td>Clerk Fees/Property Statements/Refunds</td>
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<td>Park Shelter Rentals/Event Fees</td>
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<td>SEPTEMBER Park Receipts - Marble Park Beach</td>
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<td>Boat Trailer Parking</td>
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<td>Interest -Premier/CentTel/WCDA/</td>
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<td>CDBG Receipts</td>
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<td>PW - Invoices/scrap/permits/deduct mtr sale</td>
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<td>Storm Water Review Fees</td>
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<td>Town of Poygan – sale of road salt</td>
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<td>+ Water and Sewer Receipts/Village w/s receipts</td>
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<td>Federal/State withholdings</td>
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### PREMIER CHECKING

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STATE INVESTMENT POOL

General Fund $109,268.32
Cemetery Fund $118,746.23
Sewer Equipment Replacement Fund $707,888.74
2005 Bond Proceeds $0.00
Library Donations $17,073.76
2009 Bond Proceeds $0.03
Sewer Utility Debt Service Reserve Account $159,866.52
Tower Lease Deposit Account $5,576.01
BALANCE $649,499.61

SEPTEMBER Interest Rate 2.18%
AUGUST Interest Rate 2.17%

BBE INVESTMENTS (Eibers) SEPTEMBER 2019 not available yet
Associated Bank CD Balance as SEPTEMBER 2019 $235,294.89
VERVE SEPTEMBER 2019 $100.00

SEPTEMBER 2019 BUILDING PERMITS

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<th>Description</th>
<th>Amount</th>
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<td>Mark Hecker</td>
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<td>Timothy Phillips</td>
<td>302 S 4th St</td>
<td>Roof/Sidings/Gutters</td>
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<td>Marv Faust</td>
<td>834 Twin Harbor Dr</td>
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TOTAL VALUE OF SEPTEMBER BUILDING PERMITS $1,391,825.00
TOTAL VALUE OF YTD BUILDING PERMITS $3,083,440.00
Interesting Fact - 45% of the Total of $3,083,440 was in September

SEPTEMBER 2019 1DB/CDBG LOAN REPORT

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<th>Principal</th>
<th>Interest</th>
<th>Ending Balance</th>
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AMOUNT AVAILABLE $514,407.05
MEETING MINUTES:
BEAUTIFICATION COMMITTEE
OCTOBER 9, 2019 5:30 p.m.

Meeting called to order by Chairman Volkman.
Members present: Oliphant, Volkman, Broderick, L. Oliphant, Metzig and Loy
Also present: Mary Lou Schroeder present later in the meeting.

Approve September 2019 Beautification Minutes
- 5:30 a.m.

MOTION by Oliphant, seconded by Loy, to approve the September 2019 Beautification Meeting Minutes as corrected. Carried by voice vote.

Public Participation - None

Old Business

Updates on Village Signage
- R. Oliphant reviewed Village Administrator David Porter’s email.
- Sent proposals to 10 sign companies. Sent thank you’s/no thank you’s.
- Beautification to be involved once it gets narrowed down to four companies.
- Great value to having the beautification committee in the process.
- Appleton Sign invited – yes. Mr. Porter promised to reach out to them.
- RFP date October 18th.
- Also discussed location of Industrial Park Sign with Mr. Porter – Is current sign on private property or in the right-of-way?
- Pricing and funding – working on putting money in budget for signs. Would beautification be willing to fundraise? Yes.
- Louis – grandparent’s grant. How does it work? Louis will find out more information.
- Pursue a grant from the Community Foundation.
- Are there other grants available?

Update on Adopt-A-Highway Clean-up Days Set for November 10, 2019
- Still a go for November 10th. 9:00 a.m. JoAnne will be a little late.

Planting and Landscaping Updates
- L. Oliphant – Joanne asked who is responsible for what areas.
- Joanne had offered to take responsibility of the gazebo. – Barbary plants.

Pie Sale – Discuss Results of the Fall Fest Pie Sale
- Had $318.00. Cost of pies $250.00. $10/pie + $50 delivery fee.
- $68.00 profit. Gift cards for Louis’s family and Jason’s for decorating.
- Mathe Lawn Service – handwritten thank you is enough . . . no gift certificate is necessary.
- In the past gave Louis’s brother a $100 gift certificate.
- Feel appropriate to give Jason a small token of appreciation - $50.00
- Laura to get the gift cards. $50.00 for Jason and $100 for Louis family (dad).
- Laura will mail gift cards.
- It was successful.
- Hoping to have enough funds in the future to purchase a Pie costume.

New Business

Christmas Decorating

- We do not have to worry about a tree. The Chamber will be having a tree lighting after the holiday parade.
- We have boxes of clear lights available... donate to the Chamber. Yes.
- Prefer could see it if you come over the bridge.
- Laura to re-assess how many lights we have.
- Randy - electricity on Main Street update. Wiring - on punch list to be fixed in November. Hopefully be fixed by Christmas. Bad conductor causes the circuit breaker to trip.
- Laura waiting to hear back from Chamber of they would be interested in the lights.
- Fishing Piers - is there electricity down there.
- Lori bought stuff last year to put in the boat planters. Christmas balls with lights, holiday signs. Enough to do eight boat planters... hope to do every other one.
- Wrapped presents... destroyed by the weather. No - a lot of time/trouble.
- Set a date to put them out. Try to get more after the holidays again.
- Coordinated in plaid. Sled, reindeer, sign. Etc.
- Historic Society has a couple of younger members... and they hope the Beautification Committee will continue to decorate the Historical Society for them.
- Help them transition into doing it themselves. Ask them to pick a date and we will help them.
- Pick a date. Early November. Decorate before parade.
- Tentatively set for Monday before Thanksgiving. Saturday after Thanksgiving.
- Sunday November 24th to do in during the day at 11:00 a.m. Meet at Marble Park.
- Invite Historical Society - Randy to send Mary Lou an email to share date with Historical Society. Our focus will be downtown.

Change Meeting Day

- Village Administrator is not able to attend meetings on Wednesdays.
- Will not come out of beautification budget for staff to do minutes.
- Tuesdays of Thursdays. 2nd Tuesday or 2nd Thursday. Randy to check his schedule.

Set next meeting date and time

- Nov 14th at 5:30 p.m.
- Plaque for Joanne for her area - the gazebo at Lake Winneconne Park.
- Planters in front of the Village Hall are done.
- Joanne - maps by boats outdated and faded.
- Steph put scarecrows up around. Looks good!
- Nothing in the gallery.
- Copy of ordinance.
- May want to address new ordinance – decorate village hall/gallery.
- Gallery - work with Historical Society. Mary Lou to reach out to Mary Harper and appreciate all her efforts. Any ideas?

**Adjourn subject to call**

MOTION by Oliphant, seconded by Oliphant, to adjourn. Carried by voice vote.

TIME: 6:28 p.m.

Jacquin Stelzner
Village Clerk-Treasurer
MEETING MINUTES:
CEMETERY BOARD

SEPTEBRER 26, 2019
7:00 p.m.

Cemetery Board meeting called to order by Chairperson Jacki Kasubaski at 6:58 p.m. Members present: Foster, Angell, Fischer, Oliphant, and Kasubaski. Member absent:

Public Participation - None

Communications - None

Approve Minutes from August 13, 2019

MOTION by Oliphant, seconded by Foster, to approved the August 13, 2019 Cemetery Board minutes as presented. Carried by voice vote.

Operations Report – DPW Kirk Ruetten
- Basic maintenance
- 8 marker permits; 3 burials
- Monument repairs were done

Kelly – crypt owner had kitz and pscil . . . told to have someone from village there . . . groundskeeper notified Village . . . so - Josh, Kelly, Officers Bre, and Ben were there – four caskets there – two levels, bottom was full of debris -grass and debris. Opened it and did not have a lock. Took pictures. She will now have a key and be able to access at any time. Did no: really answer her questions. Mystery is baby that dies in 1906. . . . all full size caskets. Possibly baby buried with mother. Recommended that call police when plan on opening again. . . . just to have a witness. They can look . . . but if anything is disturbed need a disinternment permit.

Old Business
- None
- Gazebo update?? – talked to Jay Olson . . . assured us it would be started this fall.
  - Lastest date for concrete – around October 15th depending on weather.

New Business

Cemetery Fee Schedule Review
- Reviewed by DPW Kirk Ruetten.
- Increased fees in 2018 for lot transfer fee and cremation burials.
- Ted Eckst.t.n would like to increase fees
  - $690 summer and $800 winter and $100 after hours
  - Currently charging $500 and $700 and $75.
- Reviewed fees
- Asked Secretary to create a comparison chart with averages.
- Disinterment fee - similar to grave opening fees?
- Tabled to next month’s meeting.

Request for Cremains
- Reviewed by DPW Kirk Ruetten.
- Received request from Karen Kaul requesting her parents cremains be buried with her brother. It was her parents wishes to have their ashes mixed together and buried with her brother.
- Three buried there and want to bury two more. We do allow two cremations per lo.
- Ashes in urn .. urn in vault, then buried.
- If ashes mixed is it considered one?
- No room if Steven is full burial.
- A lot of unanswered questions.
- In the casket with the brother?
- Tabled – need more information.

2019 Budget Review
- Reviewed by DPW Kirk Ruetten.
- Currently at about 54%.
- Steve – Mr. Eckstein’s request – effective January 1st.
- Budget for monument repairs next year – yes.
- Please submit questions before next meeting on budget.
- Jackie – how payroll determined. Complicated .. use 2080 hours as base and then use percentages to determine budgets for each account.
- Any capital improvement projects?
- Anything for the old cemetery on Division?
- Approached Historical Society in the past.
- Historic Preservation - Committee of one, budget of none, how much can you get done? Quote by Mr. Foster.

Next meeting date:

7:00 p.m. October 24th.

MOTION by Fischer, seconded by Foster, to adjourn. Carried by voice vote.

TIME: 8:17 p.m.

Jacin Stelzner
Clerk-Treasurer
Village of Winneconne
MEETING MINUTES:
HISTORIC PRESERVATION COMMITTEE
OCTOBER 9, 2019

Meeting called to order by Chairperson Oliphant.
Members present: Jerabek and Oliphant. Members absent: Witzke and Gogo
Also present: Mary Lou Schroeder

Please note: Lack of Quorum. Members present to discuss agenda items. No action to be taken.

Public Participation
- Joey put together five historic sites. Thank you to Joey.
- Intention – take five a year to promote historical sites within the Village.
  o Theatre plaque . . . something more substantial.
  o Perhaps a brass plaque. Wayfinder signs.
  o Just to view from outside. Walking tour.
  o Eventually hope to have sign on 45 “Visit Historic Winneconne”
  o Starting point – direct people to the library.

Old Business

Budget. Requested appropriations for 2020 Projects
- Requested $1500.00 for signage.

2020 Projects
- Five historical homes.
- Where to get brass signs? Look into.

Downtown Façade Project Updates
- Randy working with Mr. Porter. Example of building using snipit. Interesting.

New Business

Appoint Committee Chairperson and Secretary in Accordance to Committee Ordinance
- Tabled. Still short one.

Discuss future meeting date and times.
- Village Administrator is not able to attend on Wednesdays.
- Randy will get a new schedule and Historic Preservation Committee know after the
  work meeting next week.
- Dana flexible in the evenings.

Set next meeting date and time.
MOTION by Jerabek, seconded by Oliphant, to adjourn subject to call. Carried by voice vote.

TIME: 7:07 p.m.
Minutes taken by Jacquin Stelzner, Clerk-Treasurer
MEETING MINUTES:
PARK COMMITTEE FOR VILLAGE OF WINNECONNE

Minutes For:

Wednesday, October 09, 2019 @ 6:00 p.m. at Village Hall, Annex Location, to consider;

Meeting called to order at 6:00 pm by Trustee Brenda Kubasta with members, Lani Stanek, and Trustee Steve Foster present, Trustee Max Clifford and member Dave Reetz absent. Also, in attendance was DPW Ruetten, and Mary Lou Schroeder of the Historical Society (arriving late).

Public Participation – None

Communication – None

Approve Minutes from September 11, 2019 meeting – Motion by Stanek, Seconded by Foster to approve September 11, 2019 meeting minutes. Carried by voice vote 3/0.

Operations Progress:
Update – DPW Ruetten –
- The pool has been drained to the point pumping is required
- The last month has been basic maintenance such as mowing, ball diamond dragging, tree trimming, etc.
- October 15th the Shelters will be closed down for the year
- Our order of trees has arrived and next week the Village Staff will be planting for the Villages Plant a Tree Day, which qualifies the Village as Tree City USA, currently we have been awarded seven years in a row.

Old Business
Park CIP Long term planning – DPW reviewed the draft template and reminded that this document is a work in progress.
- Discussion – DPW did set two projects for this year which will be covered in the 2020 CIP discussion
  - The facility long term document needs input from the Committee and look at suggestions for each facility and Park.
- Recommendation – DPW to send the electronic version of the facility draft to committee members.

Site Plan Request from the Historical Society – DPW reviewed request and proposal as well as how and why it came back to this Committee.
- Discussion – Mary Lou reviewed request and new location for the Bridge Tenders House.
  - Discussion on after meeting with the original Bridge Tenders House Building Committee, that they were in favor of the proposed design that was chosen.
    - Mary Lou added, that this was the consensus of the entire Historical Society
  - Discussion on if all funding has been acquired for the building and site plan presented.
    - Mary Lou commented that the funding is very close depending on the new design and the added concrete that was added

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

- Discussion on if the proposed schedule could still be met.
  - The weather was a concern and they will see once the new estimates are received.
- Recommendation – Motion by Foster Seconded by Stanek, to recommend to the Village Board for approval of the site plan. Carried by voice vote 3/0.

Draft Budget/CIP – DPW Reviewed 2019 budget against actual expenditures up to 20 September and against 2020 proposed budget.
- Discussion – DPW commented that there are some high expenses due to the pool and having to purchase a lot of equipment prior to opening. Additionally, the pool labor is high due to not budgeting for the expense. This conversation moved into the discussion on the Pool and Recreation agenda item.
  - Current 2019 budget is at 96% with a majority of the expenses occurring in the beginning of the year.
  - A 2020 proposed budget is very similar to the 2019 budget however, the pool expense does not the budget at an increase of 28 percent.
  - 2020 Parks CIP budget was reviewed with the basketball court costs.
    - The basketball court has been a topic for several years and one family was planning to fund raise for the repairs since 2017. This has not been completed to date.
    - In addition, DPW reviewed three options for the LWP seawall Phase II portion of the project. Again, DPW will be applying for the WDNR 50/50 Boating Grant
      - Option number two was chosen since it will qualify or score higher in the grant process.
- Recommendation – None at this time.

New Business
Fee Schedule Review – DPW reviewed current Park fees and the 2019 Park Shelter Rental Statistics.
- Discussion – Committee reviewed current rental and fees generated for each facility.
  - Committee agreed that some facility should increase
  - DPW commented that no decision had to be made this month and could wait until next month before presenting to the Board.
  - Discussion occurred for permanent dock rental at Waterfront Park to generate revenue for the Village.
    - Trustee Foster will bring back rate comparisons and options
- Recommendation – Review for next month and have the Dock Rental as an agenda item.

Discussion on Pool and Recreations for 2020 – DPW reviewed budget and expenses
- Discussion – On operating costs verse revenue and how the example fee increases (provided by DPW) did not overcome the expenses. There will continue to be a loss unless attendance was increased with fees increased.
  - At what fee increase would the attendance start to fall?

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

Committee proposed fee increases for the swimming passes and would like the DPW to have the Aquatics Coordinator review them and bring feedback back in November.

- Recommendation – The fee increase will be reviewed after the staff has reviewed them. Set for next month.

Set next meeting date and adjourn –

Motion by Foster, second by Stanek to adjourn until 11th of November 2019 at 8:00 am carried by voice vote 3-0. Adjourned at 7:40 pm

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:
JOINT MEETING:    October 8, 2019
PUBLIC WORKS and PERSONNEL AND FINANCE

Personnel and Finance Committee Members: Ruetten, Clifford, and Oliphant
Public Works Committee Members: Foster, Clifford, and Ruetten.
Meeting called to order at 5:06 p.m. by Ruetten
Members present: Ruetten, Oliphant, and Foster. Member absent: Clifford

Public Participation – None

Approve September 9, 2019 Personnel and Finance Committee Minutes

MOTION by Oliphant, seconded by Ruetten, to approve the September 9, 2019 Personnel and Finance Committee. Carried by voice vote.

Old Business:
- None

New Business:

Discuss Draft Budget Documents – Revenue Budget, General Budget, Water Utility Budget, and Wastewater Utility Budget

- Reviewed Revenue budget. 1.1% growth. $14,700 more than last year.
- State Shared revenues dropped – three programs – one expenditure restraint program.
- Did not submit this year expenditure restraint program. $45,000.00.
- Happier news – DNR grant for seawall in LWP. $65,987.00.
- State Transportation Aid – increased by $20,000.00. Still less than 2017.
- LRIP program – formed a sort of coalition and we take turns with LRIP funding with four municipalities.
- Use of property and money – property sales $10,000.00. Optimistic we will do better but did not want to inflate budget.
- 2.4 million estimated general revenues.

Reviewed General Expenses

- Orange is insurance premium line items and are estimated. Meeting with him later this month.
- To make you aware . . . noticed an enormous number of chargebacks between accounts. For example . . . the parks departments mows all the lawns. Then the police, library, and village offices, pay them back. We have many different charge backs.
- Performance management at some point the police are responsible for protecting all properties and the park dept responsible for mowing all lawns. We are not being honest with ourselves. Not sure how to find the solution.
- Taxpayers trust us to put their tax dollars to the best and highest use.
- Hard to maintain the quality of life with the reduced revenue stream.
- Fiscal reality imposed on us by the State.
- Reviewed total cost to hire ... wages and benefits.
- Discussed wages.
- Bullet proof vests for full-time; part-time are not.
- Recommend creating program to provide bullet proof vests for part-time officers.

**Hear Presentation and Discuss Proposal by Integrated Public Resources to Finance Special Assessment Debt**

- Presentation by Brad Warner of Integrated Public Resources, a division of McMahon and Associated.
- Assessable portion of projects can be done through Integrated Public Resources instead of the Village borrowing the funds.
- Using 3rd, 4th and Adams as an example, $157,063.41 could be assessed which is about 52% of the project. + 35,126.50 sanitary laterals = $192,189.90
- IF IPR could fund the assessments, interest rate is negotiable.
- Village collects assessments and then use those funds to pay back IPR.
- You than would be able to do more projects. .. by having an outside funding source.
- IPR would assume total assessment cost and that amount go debt 5% of equalized value. ... as if IPR would be banker.
- Advantageous to IPR because low risk investment. Basically work with Baker Tilly.
- Private public partnership.
- Worth exploring further. Another funding tool to get projects done.
- Where from here? Could take a look at Twin Harbor Drive. ... have they been promised a rate.
- Thanks Brad.
- Transportation Utility would be another option. Based on trips generated. Annual Fee. But no special assessment when road would be paid.

Next meeting date – November 12 5:00 p.m.

MOITON by Oliphant, seconded by Ruetten to adjourn. Carried by voice vote.

6:49 p.m.

Jacquinn Stelzner
Clerk-Treasurer
Village of Winneconne
MEETING MINUTES:  
PLAN COMMISSION  
October 1, 2019  
6:00 p.m.

Plan Commission Meeting was called to order by Chairperson Boucher at 6:00 p.m.  
Members present: Ruetten, Kubasta, Larson, Kreuzer, Broderick, Utschig, and Boucher.  
Norton was not notified of meeting.

Approve September 9, 2019 Plan Commission Minutes

MOTION by Kreuzer, seconded by Kubasta, to approve the September 9, 2019 Plan Commission minutes. Carried by voice vote.

Old Business

Review Village Administrator’s proposed updates to the code of the village of Winneconne that pertain to zoning and voter recommendation to the Village Board

- Reviewed by Village Administrator David Porter  
- Reviewed by Attorney Dunham and encouraged to bring back to you as soon as possible. Possibility of tenant wanting to use a portion of Industrial Park for parking.  
- Presented copy of County’s Conditional User Permit to allow parking in the Town of Nekimi, and the conditions it imposed.  
- Parking of heavy equipment does damage to our roads with no benefit to the Village.  
- Porter – do not want to happen what happened to the current trucking company – currently ordinance says parking is a permitted use. Have had complaints from other residents in the Industrial Park. If we were to improve our roads the biggest assessmen: would not bear any cost but other properties along the road.  
- Kreuzer – agriculture understand expansion of wetlands but has issue of re-claiming, scratching or reclaiming and have for the primary purpose of preventing expansion of wetlands.  
- Boucher – not really up to us. Army Corps of Engineers. We have no authority.  
- Kreuzer – across from west end of middle school.  
- Porter – we have farmer plant land in industrial park because we do not want it to become lower.

MOTION by Kubasta, seconded by Broderick, to recommend the Village Board approve the proposed updates to the code of the village of Winneconne that pertain to zoning as presented.  
Roll Call: Ruetten, Kubasta, ayes; Larson, abstain; Kreuzer, Broderick, Utschig, and Boucher; ayes.

New Business

Review the Historical Society’s site plan for the Bridge Tender House and vote recommendation to the Village Board

- Reviewed by Village Administrator David Porter.
- Village Board referred site plan to Plan Commission in part because the Historical Society has some internal issues and also recommended by the Village Attorney.
- Internal issue over a tree. Some did not want to lose a tree. Very contentious.
- New site plan as drawn does not require any trees be removed.
- Building is within forty feet of another building. More centrally located.

MOTION by Larson, seconded by Utschig, to recommend the Village Board approve the Historical Society’s site plan for the Bridge Tender House as presented. Roll Call: Ruetten, Kubasta, Larson, Kreuzer, Broderick, Utschig and Boucher; ayes.

MOTION by Kubasta, seconded by Ruetten, to adjourn to November 5th at 5:30 p.m. Carried by voice vote.

Time: 6:23 pm.

Jacquin Stelzner, Secretary
Village Plan Commission
Village of Winneconne

Public Safety Committee

Minutes October 7, 2019 10:30am

Call to Order: The meeting was called to order at 10:30am by Chair Brenda Kubasta. Present were: Trustee Brenda Kubasta, Trustee Steve Foster, Trustee Jackie Kasubaski, Police Chief Paul Olson and Village Administrator David Porter.

Public Participation: None

Communications: None

Motion by Foster second by Kubasta to approve September 9th, 2019 minutes all ayes, all ayes, Kasubaski abstain

Staff Reports:

- Discussion on snowmobile trails and the Village’s plan for the trail in Marble Park to cross only at W Main and 9th and not at W Main and 7th. Also waiting to hear from the club in reference to the belting for the bridge.

- Personnel update on part time officers and the difficulty maintaining staff

Statistics: (through the 25th of the month)

Incidents—1185 Citations—22 (8 ordinances, 14 traffic) Warnings—51 Traffic Stops—77

Ordinances—9 Disturbances—7 Animal—10 Motorist assist—3 Welfare check—7

Reckless Driver—4 Theft—2 Suspicious person/incident—16 Alcohol—0 OWI—1 Drugs—2 Parking—33 (11 tickets)

Open doors—13 Juvenile—12 Accident—1 Harassment—1 Damage—1 Alarm—1 Fire Calls—2

Noise/Neighbor Problem—0

Hazard—10 Fraud—2 Med Assist—6 Building checks—680 Community Policing—168

Assists total (general)—22 Assist Omro—5 Assist County Sheriff—13 Other Agencies—3 (Berlin,
Waushara SD, Ripon PD)

Building checks to Municipal Water Facilities—106 (203 S 3rd St, 90 Tower Road, 410 Meadow Lane, 300 Washington)

SRO calls at the schools—33

Elementary—16 12 (out of control. Refusing to comply, behavior) 4 (parents on playground in restricted areas)
Village of Winneconne

Public Safety Committee

Middle – 6  2 (juvenile disturbances) 1 assist, 2 truancies, 1 harassment

High-- 11  3 parking, 2 911 hang ups, 1 medical, 1 fire call, 1 internet safety, 1 lost/found, 1 suspicious incident, 1 juvenile

**Highlights**

On 9/2/19 at approximately 3:00am Lt. Sauriol responded to a battery call to a residence in the Village. Prior to the officers arrival the residents were sitting around a campfire drinking intoxicating beverages when one of the residents came out of the house and struck one of the other residents sitting at the campfire. The two individuals are roommates and the defendant were upset with the victim because he doesn’t treat his kids very well. A municipal citation was issued to the defendant for battery.

On 9/6/19 at approximately 9:00am SRO Honer investigated a harassing phone call received by a teacher on the classroom phone. The caller called the teacher a Jew and made other racist remarks to the teacher. It was discovered that the individual making the phone calls lived in Oshkosh. Officer Kelm went to Oshkosh and arrested the defendant for Harassment-Intimation. The defendant was charged with a criminal offense and booked into jail.

On 9/14/19 at approximately 9:50am Officer Sorensen stopped a vehicle near 700 W. Main St in the Village. The driver was stopped for a defective exhaust. The driver was also had a revoked drivers status. It was also discovered that the driver had a warrant from another county against him. This warrant was a non-extraditable warrant so nothing could be done with it. The driver was issued a citation and told to call for a ride.

Items for Discussion: None

Old Business: None

New Business: No Overnight parking in the municipal for the east side fishing pier. Discussion was brought to light that Wolf River House guests might utilize that parking lot. Olson will contact the resort about the parking lot use. The Police Department will also monitor that area next spring and decision for no overnight parking, if needed, can be made then.

2020 Police/Court Budget—Porter went over the Budget at length. Discussion ensued about the pending Police Contract, health care costs and a possible schedule change. Discussion also took place on Village employee job expectations. Discussion back and forth about the budget was had.

Next Meeting: November 4th, 2019, 10:30am

Motion to adjourn: Kasubaski, second Foster all Ayes.

Respectfully submitted Paul Olson, Police Chief
MEETING MINUTES:
PUBLIC WORKS COMMITTEE FOR VILLAGE OF WINNECONNE

Minutes For:

Monday, October 07, 2019 @ 8:00 a.m. at Municipal Building, Annex Room, to consider:

Meeting called to order at 8:01 am by Trustee Steve Foster with Trustee Chris Ruetten and Clifford present.

Also attending were Brad Werner and Anthony Kappell with McMahon, Josh Janikowski Field Supervisor, DPW Ruetten, Brandon Kaufman with MCO, and Administrator David Porter.

Public Participation - None
Communications – None
Approve Minutes from September 09, 2019 meeting – Motion to approve minutes by Trustee Chris Ruetten and seconded by Trustee Clifford carried by voice vote 3/0.

Operations Progress:
MCO Report – Brandon Kaufman /DPW: Report Attached

Old Business
Village Projects and Priority
- Bridge Project – Punchlist items remain to be completed with the piers shutting down sometime in November to complete remaining items.
- Main Street Project – Punchlist items have been completed, currently finishing redline drawings and awaiting updated plans.
- Twin Harbor Drive reconstruction – Punchlist items remain and working through each of them with the contractor.
- Phase II Environmental – currently working with the WDNR through the draft report. Working with them since the report indicated that additional testing is required to see the extent of the plume. The current grants will not cover the additional testing and we will have to apply for 2020 grant funding.
- Asbestos and Demolition – There is an agenda item concerning this item
- N. 6th St. Reconstruction project is currently being engineered and assessment notices have been mailed.
- DPW and Werner reviewed State MLS funding source which we will be applying for prior to December 06, 2019. Projects have to meet a certain economic criterion to qualify, we are currently assessing which projects will score high enough to per considered.
  - Recommendation – None at this time

Well and Water Quality
- Update – Tony Kappell, Brandon and DPW Reviewed.
  - McMahon is currently working with several RO system supplier to set the criteria for the pilot study testing.
  - Tony reviewed two proposals for the pilot study and identified the pros and cons of each proposal.
  - There was a lengthy discussion on the criterion is heavily on the pre-treatment prior to the RO system. This ensures that the O&M and system functionality will be the best for the Village.
  - The Village and McMahon are getting closer to finalizing the RFP for the pilot study
  - Recommendation – None at this time

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

Village Leaf Pick-up
- Update – DPW reviewed
  - Discussion – Equipment and labor pricing was reviewed
    - One vendor supplied equipment pricing for both new and used equipment, these included one-man and two-man operations
    - Labor estimates were given for one-man and two-man operations with an estimated time of four business weeks for leaf pickup
  - Recommendation – None at this time.

Storm Water Utility Creation – Werner and DPW reviewed
- Discussion – review of current costs and identification of 120 communities in Wisconsin that had Storm Water Utilities of which 13 were at or below Winneconne’s population.
  - Reviewed and discussed the set-up of the Utility and timeframe to develop regulations and policies as well as establish ERU’s for the Village
  - The cost of set-up would be around $25K
  - Discussion and explanation of the WDNR mandated phase I and phase II programs and that the Village is currently not mandated however, after the Upper Fox and Wolf River Watershed was approved the Village would be mandated.
  - Probable costs for the Village for a typical resident would be around $6-$8 a month.
  - Recommendation – None at this time

RFP for Asbestos Abatement and Demolition – DPW Reviewed
- Discussion – The bid opening was the 26th of September with nine contractors being mailed the RFP and six responding to the RFP. The bid tab was presented.
  - Two contractors returned the bids with Asbestos abatement and demo included the other only had asbestos abatement
  - Go-Green was the lowest bid for Asbestos Abatement and Demolition
  - Recommendation – Motion by Ruetten Seconded by Clifford to award the Asbestos Abatement and Demo contract to Go-Green. Carried by voice vote 3/0.

2020 Draft Budget (PW/Water/Sewer) w/ CIP – DPW and Administrator Reviewed.
- Discussion – All three budgets were reviewed against actual expenditures up to the 20th of September.
  - Discussion on how the PW budget is tracking at 80% for the year and there will not be much variance on the budget for 2020.
  - Discussion on the Revenue for 2020 was increased due to including LRIP monies and proceeds on bonds, this accounted for additional revenue funding in all budgets.
  - Discussion on how the Water budget is tracking for the year and what the 2020 increase in revenue was due to increased rates and bond issuance. The overall budget is still positive for 2020.
  - Discussion on how the Wastewater budget is tracking and what the 2020 decrease in revenue was due to decrease rates including Sanitary District # 3. Although the overall 2020 budget is still positive, we may look at increasing the Sanitary District rates since they were not affected by the water rate increase.
  - DPW reviewed several CIP projects including the breakdown of the 2020 and 2021 street projects. Also, the R.O. system pilot study is included for $150,000 and pre-design engineering for $50,000 is seen in the CIP budget for 2020.
- Recommendation – None at this time.

New Business

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.
Next Meeting Date will be a Joint Meeting with the Personnel and Finance Committee on 08 October 2019 at 5:00 pm

Motion made by Ruetten, second by Clifford to adjourn at 9:16 am until September 8th, 2019 for the Joint Personnel and Finance Committee and PW Committee meeting then meet for a regular scheduled meeting on November 4th, 2019 at 8:00am; 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.
Memorandum of Understanding (MOU)

Between

The Village of Winneconne (Winnebago County, Wisconsin)

And

Greater Oshkosh Economic Development Corporation

RECITALS:

Greater Oshkosh Economic Development Corporation (GO-EDC) was specifically created to promote comprehensive and integrated economic development in the greater Oshkosh area, including the Townships, Villages and other County Municipalities. Our organizational mission is to help grow and retain existing businesses located in greater Oshkosh and expand workforce development initiatives throughout the region.

As Greater Oshkosh develops a working model for another three years of regional engagement and business success (2020 thru 2022), the organization anticipates executing and renewing four strategic initiatives, each comprised of numerous programmatic objectives, as measured by the following metrics and intended outcomes:

- Continue development of Business Retention and Expansion efforts within greater Oshkosh, Winnebago County and in the region;
- Advance and enhance region-wide Workforce Development initiatives among business, education and government entities;
- Take an active role in cultivating a culture of Entrepreneurship and Innovation – including providing support to high-growth, high-value early-stage companies within the region;
- Lead northeast Wisconsin in Targeted Industry Development; with a primary focus on manufacturing, IT, aviation, and regional blight revitalization.

Greater Oshkosh EDC approved a 3-year strategic plan in May 2017 and the Board of Directors will review/approve Greater Oshkosh’s new 3-year strategic plan in Spring 2020.

The Village of Winneconne is a municipality in the east central region of Wisconsin and has utilized its location for expansion, development and growth. In 2015, the Village reached out to the Greater Oshkosh EDC in order to build a relationship for economic development, retention and expansion. In 2016, an initial agreement was put into place, expanded in 2017, and renewed in 2018.

The following activities were pursued for the Village over the past several years:

- 2016: Greater Oshkosh EDC responded to RFIs from internal and external developers seeking a location for companies. This was a limited agreement at the time and only entailed RFI representation and response.
- 2017: Greater Oshkosh EDC staff met with leading Village employers to better understand the needs and issues of companies in Winneconne. This included Covanta, which had just purchased Chief Industrial Waste. Greater Oshkosh EDC staff also worked with the Winneconne School District to make application to the State of Wisconsin for a Fab Lab grant. Greater Oshkosh EDC collaborated with East Central Wisconsin Regional Planning Commission and the Village of Winneconne to perform strategic planning with community stakeholders about future growth and development. This project was to gain community perceptions of Winneconne. Greater
Oshkosh EDC gave Multi-Conveyor or Winneconne an economic impact award at our Manufacturing Awards event.

- 2018: Greater Oshkosh EDC held a ‘Wake Up with Winneconne’ event at Oshkosh Designs to introduce the organization to the great community. Greater Oshkosh EDC also worked with Village Administrator on an RFQ to attract developer interest in a hotel project in the downtown area.

- 2019: Greater Oshkosh EDC staff worked with the Village and various other partners to investigate the expansion of higher speed internet infrastructure to the broader region. Greater Oshkosh also worked with the Village Administrator to help start a new pharmacy when Shopko announced their intentions to discontinue operations in the Village, starting by reaching out to local health care industry partners. Greater Oshkosh EDC also provided sites/buildings to requests for RFIs for Project CBRE, Project September, and Project Scraayard.

- 2019/2020:
  - The Capital Catalyst funding program is available to startups in the Village. These are grants in the amount of $10,000 and loans between $10k and $100k to companies in high-growth industries.
  - Greater Oshkosh EDC will pursue the establishment of a new Revolving Loan Fund of which would be seeded in the amount of $50k-$100k from Greater Oshkosh resources and be available to business applicants specifically in the Greater Oshkosh area outside of the city of Oshkosh. Staff would further utilize these funds as match to leverage other funds by way of application to the USDA Rural Development or another funding partner.
  - Greater Oshkosh EDC will perform ongoing services for the Village of Winneconne but will specifically meet with the Village Administrator on a monthly basis to discuss matters of mutual interest as well as hold office hours in the Village every other week, with time and day to be determined.
  - Greater Oshkosh EDC is offering a board position to the Village for a three-term starting on January 2020, subject to a change in the organization’s bylaws at the November board meeting.

Greater Oshkosh EDC submits the attached agreement between the Village of Winneconne and Greater Oshkosh EDC, for your consideration and approval, thereby, continuing the program and collaboration that strengthens mutual business outcomes and quality of life opportunities.

The Village of Winneconne commits $5,500.00 for calendar year 2020 to Greater Oshkosh EDC.

The organizations agree to the following agreement.

Best Regards,

__________________________  ____________
Chris Boucher, Village President, Winneconne     Date

__________________________
Brad Baumann
Chairman, Greater Oshkosh Board of Directors    Date
AGREEMENT

This agreement is between the Village of Winneconne, hereinafter the "Village" and the Greater Oshkosh Economic Development Corporation, hereinafter the "Greater Oshkosh". In accordance with this agreement, Greater Oshkosh agrees to provide economic development technical assistance to the Village, to coordinate this assistance with designated Village staff and Village Board, and to implement the activities set forth herein.

PURPOSE

The purpose of the agreement is to further the overall goals of economic development in the greater Oshkosh area by facilitating job growth and investment through interagency cooperation and services provided by Greater Oshkosh.

AGREEMENT

Greater Oshkosh agrees to provide direct economic development technical assistance to the Village in accordance with the adopted Greater Oshkosh Strategic Plan. Greater Oshkosh, along with Village staff members, will expend its best efforts to promote economic development including the recruitment, retention and expansion of business within the Village and greater Oshkosh area.

In addition to the services named in the opening letter, the economic development services to be provided by Greater Oshkosh will consist of the following:

Business Development

- Assist the Village in conducting an on-going business retention and expansion (BRE) program within the Village of Winneconne and greater Oshkosh area. The efforts will be done in coordination with the Account Management strategies in place within the Village of Winneconne.

- Assist existing businesses upon direct contact or referral from the Village Council and/or staff and report findings and resolution to the respective party. When meeting with local companies, Greater Oshkosh will provide information on existing local, state and federal economic development assistance programs that provide funding to local businesses. These programs include low-interest loans, tax credit programs and workforce development assistance. Greater Oshkosh staff will provide referrals to other organizations that can meet the business’ needs.

Business Attraction

- Greater Oshkosh will assist with the development of customized proposals to businesses interested in establishing a location within the Village of Winneconne upon direct contact or referral from the Village of Winneconne or Village staff, or other reliable sources.

- Greater Oshkosh will maintain and increase relationship-based outreach strategies to site location consultants and realtors.

Marketing Activities

- Greater Oshkosh will assist with communications tools to reach stakeholders for garnering on-going support related to economic development efforts in the greater Oshkosh area.

- Greater Oshkosh will continue to develop and implement a marketing plan that utilizes media and public relations relationships designed to increase the awareness of Greater Oshkosh’s comprehensive services and to reflect a positive image of doing business in the greater Oshkosh area and throughout the region.
Greater Oshkosh will continue ensuring that its website and weekly newsletter (the *Week That Was*) is both a reflection of the collaborative and high-quality organization, as well as be a client-centered resource containing relevant information.

Greater Oshkosh will pursue opportunities to inform and educate area service providers (i.e. accountants, attorneys, lenders) about the client services provided by Greater Oshkosh and its partners to encourage client referrals.

**Workforce Development**

- Greater Oshkosh will engage local, regional, and statewide partners to ensure a technically educated, diverse and skilled workforce to support the businesses in the greater Oshkosh area and throughout the region.

- Greater Oshkosh will also focus on enabling public-private partnerships that connect the needs of the greater business community with solutions for area workforce demands.

- Facilitate connections with employers and individuals regarding the Winnebago Catch-A-Ride program, which gives people rides to work who do not have a reliable means for transportation.

**Business Finance**

- Through business retention and recruitment activities, Greater Oshkosh will provide existing and potential businesses with information and assistance relative to available state, federal and local business development financing programs. This activity includes providing business loans to businesses, as appropriate, utilizing appropriate Greater Oshkosh staff to develop loan applications.

**Village Capacity Building**

- As needed, Greater Oshkosh staff will meet with Village of Winneconne staff to understand economic development needs to ensure appropriate community or location-specific tools are implemented, as well as to provide support for economic development endeavors. Greater Oshkosh will provide reports to the Village Administrator. This activity will include a summary of the activities conducted.

**Additional Support Activities**

- Greater Oshkosh will maintain an inventory of available sites and buildings in the Village of Winneconne and greater Oshkosh area and make that information available via the Greater Oshkosh website. Greater Oshkosh will work with the Village to develop marketing materials for targeted sites and targeted opportunities.

- Greater Oshkosh will track key measurements to garner a sense of how the greater Oshkosh area is doing.

**Term**

This Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2020. The Village and Greater Oshkosh EDC shall meet annually to discuss the next year’s agreement.

**COMPENSATION**

Village shall pay $5,500 to Greater Oshkosh for the above listed services in 2020, the same as previous years.
Please add to the agenda and forward request in the board packets

Get Outlook for Android

--

From: Chris Boucher
Sent: Tuesday, September 3, 2019 1:27:20 PM
To: Ben Prevost <ben.prevost@gmail.com>
Subject: Re: Letter of Interest - Board of Appeals

Got it. Thanks Ben

Get Outlook for Android

--

From: Ben Prevost <ben.prevost@gmail.com>
Sent: Tuesday, September 3, 2019 1:02:08 PM
To: Chris Boucher <Chris.Boucher@winneconnewi.gov>
Subject: Letter of Interest - Board of Appeals

Hi Chris,
I'm interested in being on the board of appeals for the village of Winneconne.

I've lived in the Village for the past two years as well as from 2007-2013. Our kids are currently in the school district.

I believe that my engineering background, problem solving approach, looking for the "right" solution not what is always easiest, and making fair decisions irregardless of who may be bringing the request forward.

Thank you for your consideration.

Ben

--

For His Glory,

Ben Prevost
414-303-3383
RESOLUTION NO. _____
RESOLUTION AWARDING THE SALE OF $925,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2019A

WHEREAS, on September 17, 2019, the Village Board of the Village of Winneconne,
Winnebago County, Wisconsin (the "Village") adopted initial resolutions (collectively, the
"Initial Resolutions") authorizing the issuance of general obligation bonds in the following not to
exceed amounts and for the following purposes: $315,000 for street improvement projects;
$400,000 for sewerage projects; and $210,000 for water system projects (collectively, the
"Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the
Village's power to undertake and therefore serves a "public purpose" as that term is defined in
Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin
Statutes, to borrow money and issue general obligation refunding bonds for such public
purposes;

WHEREAS, on September 17, 2019, the Village Board of the Village also
adopted a resolution (the "Set Sale Resolution"), providing that the general obligation
bond issues authorized by the Initial Resolutions be combined, issued and sold as a single
issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series
2019A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers &
Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the
Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of
Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)
setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds
would be offered for public sale on October 15, 2019;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of
the sale to be published and/or announced and caused the Notice of Sale to be distributed to
potential bidders offering the Bonds for public sale on October 15, 2019;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid
Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid
Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by
the financial institution listed first on the Bid Tabulation fully complies with the bid
requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the
Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of $___________ for the following purposes and in the following amounts: $_______________ for street improvement projects; $_______________ for sewerage projects; and $_______________ for water system projects.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($925,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019A"; shall be issued in the aggregate principal amount of $925,000; shall be dated November 7, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the Village, on December 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part,
from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2019 through 2031 for payments due in the years 2020 through 2032 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.


(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.
Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2019A, dated November 7, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.
Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenants that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contacted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the Village Clerk or Village Treasurer] (the "Fiscal Agent").

The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company,
New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk’s office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date ;for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding
restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bond proceeds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions: Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 15, 2019.

Chris Boucher
President

ATTEST:

Jacquin Stelzner
Village Clerk/Treasurer

(SEAL)
EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on December 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on December 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on December 1,

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______</td>
<td>_____</td>
</tr>
</tbody>
</table>

For the Term Bonds Maturing on December 1,

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______</td>
<td>_____</td>
</tr>
</tbody>
</table>

For the Term Bonds Maturing on December 1,

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______</td>
<td>_____</td>
</tr>
</tbody>
</table>

For the Term Bonds Maturing on December 1,

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______</td>
<td>_____</td>
</tr>
</tbody>
</table>

For the Term Bonds Maturing on December 1,
EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WINNEBAGO COUNTY
VILLAGE OF WINNECONNE

$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2019A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
December 1, _____ November 7, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDRE & CO.

PRINCIPAL AMOUNT: __________________ THOUSAND DOLLARS
($______)

FOR VALUE RECEIVED, the Village of Winneconne, Winnebago County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [Bond Trust Services Corporation, Roseville, Minnesota] OR [the Village Clerk or Village Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $925,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purposes of paying the cost of street improvement projects ($______); for sewerage projects ($______); and for water system projects ($______), as authorized by
resolutions adopted on September 17, 2019 and October 15, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on December 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the Village, on December 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _______ are subject to mandatory redemption by lct as provided in the ____________________________, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lct. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a
new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Winneconne, Winnebago County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF WINNECONNE
WINNEBAGO COUNTY, WISCONSIN

By: ____________________________________
    Chris Boucher
    President

(SEAL)

By: ____________________________________
    Jacquin Stelzner
    Village Clerk/Treasurer
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the Village of Winneconne, Winnebago County, Wisconsin.

BOND TRUST SERVICES CORPORATION
Roseville, Minnesota

By ____________________________
Authorized Signatory
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ________________________, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ______________________

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)  (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)
STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the latest
date set forth beside the signatures below, by and between St.
Paul’s Evangelical Lutheran Church of Winneconne,
hereinafter called the “Owner” and the Village of Winneconne,
hereinafter called the “Village”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following
legally described lands situated in the Village, Winnebago
County, State of Wisconsin, to-wit:

Parcel No. 191-064105

SEE ATTACHED EXHIBIT A

Hereinafter called the “Property”.

WHEREAS, the Owner is improving the parking lot which serves the Property (the “Work”); and

WHEREAS, the Site Plan for the Work, identified as EXHIBIT B, hereinafter called the “Site
Plan”, which, along with any other documents and approvals for the Work on file with the Village, are
expressly made a part of hereof, as approved by the Village, (1) provides for and identifies the on-site
stormwater management practices and facilities within the confines of the Property and those in the right(s)
of way of adjoining public roads; and (2) designates the drainage area served by the facilities

WHEREAS, the Village and the Owner, its successors and assigns, including any homeowners
association, agree that the health, safety and welfare of the residents of the Village of Winneconne, require
that the on-site stormwater management practices and facilities as defined in Wisconsin Administrative
Code NR 151, and the Village of Winneconne STORMWATER ORDINANCE be constructed and
maintained in perpetuity on the Property; and

WHEREAS, the village has approved a variance expanding the width of the driveway serving the
Property from Ingersoll Road on the condition that any stormwater collection system located in the right
of way will be maintained, repaired and replaced by Owner at Owner’s expense; and

WHEREAS, the Village requires that on-site stormwater management practices and facilities as
shown on the Site Plan be constructed and adequately maintained by the Owner, its successors and assigns,
including any homeowners association;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained
herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Owner, its successors and assigns, in accordance with the plans and specifications
identified in the Site Plan, shall be responsible for the on-site stormwater management
practices and facilities.

2. The Owner, its successors and assigns, including any homeowners association, shall
adequately maintain the stormwater management practices and facilities, including, but not
limited to, all pipes and channels built to convey storm water to and from the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the stormwater management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Operation and Maintenance Plan provided prior to construction and on file at the Village offices and by this reference made a part hereof.

3. The Owner, its successors and assigns, shall regularly inspect the stormwater management practices and facilities as often as set forth in the Operation and Maintenance Report. The Operation and Maintenance Report on file, at the Village, of this Agreement are incorporated herein shall be used for the purpose of the regular inspections of the stormwater management practices and facilities. This report form may be periodically updated by the Village. The Owner, successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed and provided to the Village annually. The reports and maintenance log shall be made available to the Village for review upon request. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including, but not limited to, conveyance systems, berms, outlet structures, pond areas and access roads, including rights of way. Deficiencies shall be noted in the Operation and Maintenance Report.

4. The Owner, its successors and assigns, hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management practices and facilities whenever the Village deems reasonably necessary. The purpose of inspection is to investigate reported deficiencies, to respond to citizen complaints, or verify maintenance of on-site or right of way stormwater management practices and facilities. The Village shall maintain public records of the results of the site inspections performed by the Village and shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with maintenance, repairs, or replacement if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Village Engineer and/or Village Public Works Director.

5. If the Owner, its successors and assigns, fails to maintain the stormwater management practices and facilities in good working condition acceptable to the Village and/or fails to perform the required corrective actions in the specified time, the Village may, in its sole discretion:

a. Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be according to fees established in the Village of Winneconne Stormwater Fee Schedule for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense; and/or

b. Perform, or contract for the performance of, the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work may be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. It is expressly understood and agreed that the Village is under no obligation to routinely maintain or repair said stormwater management practices and facilities, and in no event shall this Agreement be construed to impose any such obligation on the Village.
6. This Agreement may be modified by mutual written agreement of the Owner and the Village. The modification date shall be the date the modified Agreement is recorded with the Winnebago County Register of Deeds as a property deed restriction so that the Agreement is binding upon all subsequent owners of the Property.

7. In the event the Village, pursuant to this Agreement, performs the work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the Village upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Village hereunder. Failure of the Owner to make payment within thirty (30) days shall result in the amount being added to the tax roll as a special charge pursuant to paragraph 5(b), where applicable.

8. This Agreement imposes no liability of any kind whatsoever on the Village and the Owner agrees to indemnify and hold the Village harmless from any liability in the event the stormwater management practices are not followed and/or the facilities fail to operate properly for any reason.

9. This Agreement shall be recorded at the Winnebago County Register of Deeds Office, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner's association.

10. Upon receipt of the executed Maintenance Agreement, the Village shall record said agreement in the Office of the Register of Deeds of Winnebago County, Wisconsin.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]
WITNESS the following signatures and seals:

Owner Name:
ST. PAUL'S EVANGELICAL LUTHERAN CHURCH

By: ____________________________
Printed Name: ____________________
Title: ____________________________

By: ____________________________
Printed Name: ____________________
Title: ____________________________

STATE OF WISCONSIN
: ss.
WINNEBAGO COUNTY

The foregoing Agreement was acknowledged before me this ___ day of ____________ ,
20___ by ___________________________ and ____________________________.

Notary Public, State of Wisconsin
My commission is/expires __________________

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]
VILLAGE OF WINNECONNE

By:

Christopher Boucher
Village President

By:

Jacquin Stelzner
Village Clerk

STATE OF WISCONSIN )
: ss.
WINNEBAGO COUNTY )

The foregoing Agreement was acknowledged before me this ___ day of ______________, 20___ by Christopher Boucher, President and Jacquin Stelzner, Clerk.

______________________________________
Notary Public, State of Wisconsin
My commission is/expires ______________
EXHIBIT B

Site Plan
BID OPENING FOR:  

2019 Asbestos Abatement/Disposal & Demo RFP

Date: 26 September 2019 at 2:30 p.m. in the Annex room of the Village Hall

RFP was sent out to nine bidders and five bids were received

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Asbestos Removal Inc</th>
<th>Advanced Asbestos Removal</th>
<th>Dirty Ducks Enviro &amp; Insulation Inc</th>
<th>Holian Industries</th>
<th>Go Green</th>
<th>Badgerland Demolition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Abatement 27 S. 1st St.</td>
<td>$16,737.00</td>
<td>$11,770.00</td>
<td>$16,000.00</td>
<td>$13,792.00</td>
<td>$</td>
<td>$28,500.00</td>
</tr>
<tr>
<td>Asbestos Abatement 113 E. Main St.</td>
<td>$6,175.00</td>
<td>$0.00</td>
<td>$5,699.00</td>
<td>$4,598.00</td>
<td>$</td>
<td>$7,350.00</td>
</tr>
<tr>
<td><strong>Total Abatement</strong></td>
<td>$22,915.00</td>
<td>$11,770.00</td>
<td>$21,699.00</td>
<td>$18,390.00</td>
<td>$11,770.00</td>
<td>$35,850.00</td>
</tr>
<tr>
<td>Demolition &amp; Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$10,200.00</td>
<td>Price includes Demo</td>
</tr>
<tr>
<td>References</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Insurance &amp; Liability</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>List of Subs &amp; Certified Landfill</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Total Price for RFP</strong></td>
<td>$22,915.00</td>
<td>$11,770.00</td>
<td>$21,699.00</td>
<td>$18,390.00</td>
<td>$21,970.00</td>
<td>$35,850.00</td>
</tr>
</tbody>
</table>
CONTRACT TO REMOVE AND DISPOSE OF ASBESTOS CONTAINING
MATERIAL AND UNIVERSAL WASTE

Between

THE VILLAGE OF WINNECONNE, WISCONSIN
A Wisconsin Municipal Corporation

And

__________________________________________

This Contract to Remove and Dispose of Asbestos Containing Material and Universal
Waste ("Contract") effective as of the last date of execution is entered into between the
Village of Winneconne, Wisconsin a Wisconsin municipal corporation, duly organized
and existing under the laws of the State of Wisconsin, with offices located at 30 South 1st
Street, Winneconne, Wisconsin 54986 ("Village") and
__________________________________________

(collectively referred to as the Parties).

WITNESSETH:

Whereas, the Contractor has submitted a written Proposal to the Village to remove and
dispose of asbestos containing material, universal waste, demolition removal and site
restoration according to the Request for Proposal with Instructions to Proposers, the
Environmental Inspection Reports, and the General Specifications and Conditions
contained in the Request for Proposal, and the Village has accepted the Contractor's
Proposal, subject to the Contractor entering into and abiding by the terms and conditions
of this Contract.

Now, Therefore, in consideration of the mutual undertakings, promises, agreements,
understandings and undertakings hereinafter set forth, and good and valuable
consideration, the sufficiency of which is hereby acknowledged, the Village and the
Contractor agree as follows:

1. Definitions.
   a. Village shall mean the Village of Winneconne, Wisconsin.
   b. Contract shall mean this executed Contract and shall include the following
documents:
      • Request for Proposal with Instructions to Proposers
      • Environmental Inspection Reports
      • General Specifications and Conditions
      • Proposal
• Affidavit of Organization and Authority and Careful Inspection of Site 
  and Preparation of Proposal 
• Performance and Payment Bond 
• List of Subcontractors and Major Material Suppliers 
• Certificates of Insurance 
• State Notifications and Approvals 
• Determinations of Village Representative in Charge of Project 
• Affidavit Respecting Construction Lien Waivers/Releases 
• Change Orders 
• Contract notices and such other documents as are referenced herein.

Any of the foregoing documents which are not physically attached to this Contract are on 
file in the Finance Department and are incorporated into this Contract by reference.

c. Contractor shall mean the party who proposed to do the Work herein described 
  and whose Proposal was accepted by the Village. Contractor shall also mean any 
  approved subcontractors and major material suppliers.

d. Director shall mean the Village's Director of Public Works and Inspections, or his 
or her designee.

e. Overpayment shall mean any money the Contractor received which the 
Contractor was not entitled to receive under this Contract, including, but not limited to, 
excess payment made in error and payment for defective and/or rejected Work which was 
redeemed or replaced and accepted by the Village.

f. Work shall mean any contractual endeavor undertaken by the Contractor and/or 
any of the Contractor's approved subcontractors and major material suppliers to 
accomplish the removal and disposal of all Category I, Category II, Regulated Asbestos 
Containing Material (R.A.C.M.) and Universal Waste from the specified structures all in 
accordance with the Request for Proposal with Instructions to Proposers, the 
Environmental Inspection Reports, and the General Specifications and Conditions 
contained in the Request for Proposal.

2. Work To Be Performed By Contractor And Price/Cost.

The Contractor, for the sum of $400,000/100

cents, will perform and complete, or will cause to be performed 
and completed, all the Work defined in this Contract, in a good and workmanlike 
manner, and it will do so in accordance with and subject to the provisions of this 
Contract for:

Address: 27 South 1st Street Parcel No.: 1910317
Description: One and a half story masonry residential building with a basement and 
attic, constructed in 1930’s with approximately 1800 square feet.
Address: 113 E. Main Street Parcel No.: 1910167
Description: One story aluminum sided single family residential building constructed in 1900's with approximately 700 square foot residence with a crawl space and attic, and a detached shed.

The Work shall be performed in accordance with the Request for Proposal with Instructions to Proposers, the Environmental Inspection Reports, and the General Specifications and Conditions contained in the Request for Proposal. In the event of a conflict between this Contract, the Environmental Inspection Reports, and the General Specifications and Conditions, the Environmental Inspection Reports, and the General Specifications and Conditions shall control and supersede any inconsistent Contract provision.

3. **Commencement And Diligent Prosecution Of Work.**

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Contractor shall obtain required permits and commence with the Work no later than five (5) calendar days of notification of execution of the Contract with directions to proceed from the Village. The Work is to be completed within thirty (30) days of notification of execution of the Contract with directions to proceed from the Village. In the event of a dispute respecting quantity or quality of the Work, the Contractor shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts. The Contractor has the duty of requesting an extension of time to complete the Work from the Director, in writing, prior to the time for Contract completion, where the progress of the Work was delayed such that the Work will not be completed on time, and the Contractor was not responsible for such delay. Should the Director grant an extension, the Contractor will not be liable for liquidated damages arising out of the delay. Should the Director determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, the Director shall provide the Contractor with written notice requiring the Contractor to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the Contractor to take such extraordinary measures shall be grounds for the Village to suspend the Work by the Contractor and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent the Director from stopping the Contractor from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **Contract Term.**

The term of this Contract shall be from the last date of execution until each of the following:
   a. Respecting Work, until completion and acceptance.
   b. Respecting Warranty, until expiration of warranty term.
c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of any applicable statute of limitations where no claims have been filed.

5. **Termination For Cause.**

In the event either Party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving a ten (10) day written notice to the breaching Party of such breach and specifying the date of the termination if the breaching Party has not timely rectified and remedied the purported breach to the satisfaction of the Party that gave notice of the breach. The Contractor shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the Director, except as necessary to cure the default, but not beyond the specified date of termination.

6. **Performance And Payment Bond/Assurance.**

The Contractor shall prior to approval of the Contract obtain a Performance and Payment Bond or other assurance required by the Village, in a form approved by the Village, in the sum of the accepted Proposal. The Contractor understands that the Village may file a claim against the bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by the Contractor.

7. **Director Decision Final.**

Should any dispute arise at any time between the Contractor and the Village as to the true meaning or requirements of this Contract, the manner of execution of the Work, the quality of the Work executed, the quality or quantity of materials used, or the timely completion of the Work, the decision of the Director shall be final and conclusive until and unless set aside by a Court of law. The Contractor agrees that should any decision of the Director be challenged in Court, the Court may only set aside a decision of the Director if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **Methods, Labor, Equipment, Materials And Supplies.**

The Contractor shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The Contractor is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

9. **Suspension Of Work By The Village.**

The Director shall have the authority to suspend the Work where the Director believes that the Contractor is not performing the Work in accordance with this Contract. The
Contractor shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the Director.

10. Injunctions.

Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although the Contractor shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the Contractor shall be proportionately reduced to reflect the decrease in the scope of the Work.


The Contractor does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the Village's Request for Proposal with Instructions to Proposers. Increases in the scope of the Work shall result in a determination of the Contractor's additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the Village and the Contractor, and upon approval and execution shall be considered a Contract amendment to be kept on file in Village Department of Finance and incorporated into this Contract by reference. Should the Contractor refuse to sign a Change Order under circumstances where there is no discretion to do so, the Change Order will be in full force and effect without the Contractor's signature, provided the Director attaches thereto a written report so indicating.

12. Claims And Deadlines For Additional Compensation.

Any claim by the Contractor for additional compensation arising out of circumstances not covered by this Contract shall be submitted, in written form, to the Director within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves the Work which will be covered and unavailable for inspection within said fourteen (14) day period of time, the Contractor shall promptly provide the Director with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. The Contractor further has a duty to, from time to time, notify the Director of any facts or events which may lead to a claim for additional compensation as soon as the Contractor is aware of such facts or events.
13. **Waiver Of Rights.**

No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either Party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **Subcontractors, Major Material Suppliers, And Disposal Sites.**

The Contractor will only use subcontractors, major material suppliers and disposal sites which are listed in this Contract. Major material suppliers shall be those providing over $5,000.00 in materials. Any changes in said list must be approved by the Village. The Contractor is responsible for the Work of subcontractors and/or suppliers and for delays in the Work occasioned thereby. The Contractor has a duty to remove and replace subcontractors and/or suppliers whose involvement in the Work will result in a breach of this Contract. Furthermore, should the Director determine the involvement of the subcontractors and/or suppliers in the Work will result in a breach of the Contract, the Director shall have the right, in writing, to compel the Contractor to remove and replace said subcontractors and/or suppliers. Should the Contractor fail to comply with the requirements of providing notice or removing and replacing subcontractors and/or suppliers, the Village shall have the option to declare the Contractor in breach and exercise the Village's rights pursuant to Section 27 of this Contract.

15. **Control And Protection Of Work Site.**

The Contractor shall be responsible for the control and protection of the Work site from commencement of the Work until the Work is completed. The Contractor shall keep the site secure and inaccessible to the public.

16. **Village Cooperation.**

Village will reasonably cooperate with the Contractor to facilitate the Contractor's performance of the Work. The Contractor will provide reasonable notice to the Village when the assistance thereof is requested. However, the Village has no obligation to supervise or perform any part of the Work.

17. **Governmental Permits And Approvals.**

The Contractor is fully responsible, at the Contractor's cost and expense, to obtain such permits and approvals as may be required from any governmental body, including the Village, as a precondition to the performance of the Work, including, but not limited to,
permits to temporarily obstruct streets and asbestos removal permits from the Wisconsin Department of Natural Resources where an exemption is not applicable.

18. **Law, Rules And Regulations.**

The Contractor shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this Contract and the Work including, but not limited to, any requirements imposed by the Wisconsin Department of Natural Resources.

19. **Contractor's Employees And On-Site Representatives.**

Although the Contractor performs the Work as an independent contractor, the Director shall have the right to request the Contractor to remove and replace any of the Contractor's employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any Village personnel associated with the Work. The Contractor shall comply with any reasonable request. The Contractor, at all times the Work is being performed, shall assign an employee or agent on the Work site to be the person to whom the Director may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the Director, in writing, upon commencement of the Work.

20. **Water Use.**

The Contractor has the obligation to make arrangements with the Water Utility for the use of water if necessary and may not use any Water Utility hydrants or other water source without making arrangements in advance. The Contractor, where water is required, will be required to obtain a Hydrant Permit and meter from the Water Utility. Any deposit and fee shall be paid by the Contractor.

21. **Sanitation And Health.**

The Contractor has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. The Contractor shall not use materials in such manner as to pose a health hazard. The Contractor shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.

22. **Inspection.**

The Village has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with the Contract. However, only the Director can reject the Work. The use of inspectors by the Village shall not relieve the Contractor
of the duty of making its own inspections and of itself rejecting improper or defective Work by its employees, subcontractors, suppliers and agents. The failure of a Village inspector to notice or reject improper or defective Work shall not waive any rights of the Director to have the Contractor take corrective action at the Contractor's cost and expense to remedy such deficiencies or defects when discovered. The use of inspectors by the Village shall not relieve the Contractor of its duty to maintain a safe workplace.

23. Workmanship.

The removal and disposal of Category I, Category II, Regulated Asbestos Containing Material and Universal Waste shall be performed in accordance with all Federal, State and local laws, rules and regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP). Equipment and procedures used must be suitable to and compatible with the nature of the Work, the Work site, and the prevailing year-round weather conditions which affect the Work and the Work site.

24. Cleanup.

The Contractor shall at all times keep the site and off-site areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work. Within ten (10) days after the completion of the Work, the Contractor shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off-site areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the Contractor neglect any such duty, the Director may cause any such Work to be performed at the Contractor's cost and expense.

25. Payment Of Employees, Subcontractors And Suppliers.

The Contractor shall promptly pay all employees, subcontractors and suppliers for all the Work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the Contractor shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The Contractor, as a condition of payment, shall execute and file an Affidavit Respecting Construction Lien Waivers/Releases with the Village Director of Public Works.

26. Liquidated Damages For Delays In Contract Completion.

In the event that the Contractor fails to complete the Work within the time the Work is requested to be completed or any extension of time for completion of the Work granted by the Director, the Contractor shall pay to the Village for such delay the sum of Two Hundred ($200.00) Dollars per day, for each and every day's delay in completing the Work. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the Village from the Contractor.
27. Rights Of Village Upon Contractor Default.

The Contractor recognizes the right of the Village to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform such Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the Director. However, none of the above shall relieve the Contractor of its obligations under this Contract.

28. Overpayments And Setoffs Unrelated To Contract.

The Contractor will promptly, upon receipt of written demand from the Director, refund any overpayments received. Should the Contractor not comply with said demand within thirty (30) days of receipt of the written demand, the Contractor shall pay the Village interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should the Contractor owe the Village any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the Contractor authorizes the Village to deduct said amount from any payment due the Contractor hereunder.

29. Safety Precautions.

The Contractor, during the performance of the Work, shall assume control of the Work site and put up and properly maintain, at the Contractor's cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the Work site as safe as the nature of the premises will reasonably permit to protect frequenter's as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The Director may order the Contractor, by a time or date certain, to take designated safety measures and the failure of the Contractor to promptly obey said order shall result in a penalty of One Hundred ($100.00) Dollars per day for each day said order is not complied with. The Contractor shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the Director or the Village inspectors or lack thereof, in this regard. The Contractor has an obligation to check warning and safety devices on a daily basis. In the event of termination of this Contract prior to completion of the Work, the Contractor shall continue to be responsible for maintaining the safety of the Work site until relieved of the obligation by the Director or until another contractor takes possession of the Work site.

30. Payment – Acceptance Of Work.

Payment shall be made by the Village upon completion of the Work and submission of invoice to the Village's Director of Public Works, within fifteen (15) days after the Director executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
Payment will not be made for so long as any order made to the Contractor by the Director seeking compliance with this Contract is not complied with. Payment will be reduced by the amount of any claim which the Village may have against the Contractor for (i) improper, defective or rejected Work, (ii) liquidated damages due to delay in the schedule of time for the Work completion, (iii) failing to take safety precaution, (iv) the amount of set-offs authorized by this Contract, or (v) any other primary liability of the Contractor for which the Village could be secondarily liable, which secondary liability was not assumed by the Village under this Contract. The Work shall not be accepted by the Director until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been obtained and filed with the Village's Director of Public Works and Inspections.

31. **Independent Contractors, Worker's And Unemployment Compensation.**

The Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the Village for purposes of Worker's and Unemployment Compensation or any other purpose. The Contractor shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

32. **Prohibitions As To Assignment, Subcontracting And Joint Ventures.**

The Contractor may not assign this Contract, enter into a joint enterprise or subcontract any Work without the express written approval of the Director and the Village is not liable for any costs and expenses arising therefrom. Listed subcontractors, major material suppliers, and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subcontract shall render this Contract voidable by the Director as of the date thereof, and the Village will not be obligated to pay to the Contractor any money for any of the Work performed by an unauthorized party. However, if this Contract is voided, the Contractor will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by the Director or until another Contractor takes possession of the Work site. The Contractor will be responsible for any cost, loss, expense or damages, including actual attorneys fees, the Village may incur in enforcing this provision.

33. **Indemnification And Hold Harmless.**

The Contractor agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless, the Village, its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorney’s fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the Village or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the Contractor or as a result of the willful or negligent act or omission of the Contractor and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
34. Insurance.

The Contractor and subcontractors shall procure and maintain during the Contract term the minimum insurance coverages listed below, issued by a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of "A" or better. The minimum insurance coverages listed below shall be verified by a Certificate of Insurance issued to the Village of Winneconne as Certificate Holder and shall provide that should any of the described policies be canceled for any reason or any material changes are made, the issuing insurer will mail thirty (30) days written notice to the Village before any cancellation or material change takes effect. The Village shall be named as an additional insured with respect to the coverages required by Sections 34(a), 34(b), 34(c) and 34(e) listed below and the Village shall be provided with the endorsements certifying that the Village is an additional insured with respect to said policies. The coverages required by Sections 34(a), 34(b), 34(c) and 34(e) listed below shall be primary and any insurance, self-insurance or other coverage maintained by the Village shall not contribute to it. The Contractor shall provide the Village with a primary insurance endorsement certifying that the insurance coverages listed below are provided on a primary and noncontributory basis. The Contractor shall also provide the Village with a waiver of subrogation endorsement.

The following minimum insurance coverages must be in effect and continue in effect during the Contract term:

a) Commercial General Liability
   $1,000,000.00 Each Occurrence
   $2,000,000.00 Aggregate

b) Automobile Liability (owned, non-owned, leased)
   $1,000,000.00 Combined Single Limit

c) Pollution Legal Liability
   $2,000,000.00 Each Loss

d) Worker's Compensation: Statutory Limits
   Employer's Liability
   $100,000.00 Each Accident
   $100,000.00 Disease, Each Employee
   $500,000.00 Disease, Policy Limit

e) Umbrella Liability
   $3,000,000.00. The umbrella liability policy shall not contain any exclusions or exceptions not identified in the Commercial General Liability, Automobile Liability or Pollution Legal Liability policies.
35. **Cooperation.**

The Contractor shall cooperate with representatives of any and all Local, Federal or State agencies having authority over the Work. Further, although the Contractor has possession of the Work site, the Contractor shall permit Village employees and representatives, and employees and representatives of any Federal or State agency to have reasonable access to the Work site at all times.

36. **Severability.**

It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Contract shall remain in full force and effect.

37. **Nondiscrimination.**

In the performance of the Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

38. **No Third Party Beneficiaries.**

This Contract is intended to be solely for the benefit of the Parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the Parties.

39. **Full Agreement – Modification.**

This Contract shall be the full and complete agreement and understanding of the Parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can only be modified, in writing, by the mutual agreement of the Parties hereto, said amendment to be attached hereto and incorporated herein.

40. **Notices.**

Any notice required to be given to any Party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the Parties indicate in writing. Notice shall be effective as of the date of delivery if by hand or mailing if by certified mail.

RFP to Remove and Dispose of Asbestos Material and Demolition of Municipal Property
If to Contractor:

__________________________

__________________________

__________________________

Attention: __________________

If to Village:

Director of Public Works, 30 S. 1st St. P.O. Box 488, Winneconne, Wisconsin 54986

With a copy to:

Office of the Village Administrator, 30 S. 1st St. P.O. Box 488, Winneconne, Wisconsin 54986

41. Execution Authority.

Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

Signatures on following pages
In Witness Whereof, the parties hereto have hereunto executed this Contract on the dates below given.

VILLAGE OF WINNECONNE, WISCONSIN
A Wisconsin Municipal Corporation

By: __________________________
CHRIS BOUCHER, Village President

Date: _________________________

By: __________________________
JAQUIN STELZNER, Village Clerk/Treasurer

Date: _________________________

STATE OF WISCONSIN)  
COUNTY OF WINNEBAGO)  

Personally came before me this _____ day of ________________, 2019, Chris Boucher, Village President, and Jaquin Stelzner, Village Clerk/Treasurer of the Village of Winneconne, Wisconsin, a Wisconsin municipal corporation, to me known to be such Village President and Village Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Print Name: ____________________________  
Notary Public, Winnebago County, WI.  
My Commission expires/is: ____________________________
BY: ______________________

Date: ______________________

STATE OF WISCONSIN

: SS.

COUNTY OF

Personally came before me this ___ day of ____________, 2019, ______________________, to me known to be such ______________________ of said ______________________, and acknowledged to me that he executed the foregoing instrument as such ______________________ as the contract of said ______________________ by its authority.

Print Name: ______________________
Notary Public, ______________________ County, WI.
My Commission expires/is: ______________________