



OFFICIAL NOTICE AND AGENDA

Pardeeville Village Board Regular Meeting

Pardeeville Village Hall – Board Room

114 Lake Street, Pardeeville, WI 53954

Tuesday, July 09, 2024 – 7:00 PM

1. Call meeting to order:

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Approval of Agenda

2. Approval of Minutes – May 22, 2024, June 11, 2024

3. Comments from the Floor - *(Please be advised per State Statute Section 19.84(2), information will be received from the public. The comments made must remain respectful. The Chief Presiding Officer has the right to end an individual's time should an individual become disrespectful. It is policy of the Village that each individual may receive up to two (2) minutes to speak. More time may be granted by the Chief Presiding Officer. There may be limited discussion on the information received, however, no action will be taken under Comments from the Floor).*

4. Communication & Reports:

- 4.1. Angie Cox Library Report
- 4.2. EMS Commission Report
- 4.3. Pardeeville Fire District Report
- 4.4. PLMD Report
- 4.5. Columbia County Supervisors Report
- 4.6. Sheriff Monthly Report
- 4.7. Clerk/Treasurer Report

5. Presentation of Bills:

- 5.1. Monthly Bills

6. Consent Agenda:

- 6.1. Community Development Authority – no minutes
- 6.2. Finance & Personnel Committee – April 3, 2024
- 6.3. Plan Commission – April 17, 2024
- 6.4. Public Protection Committee – no minutes
- 6.5. Public Utility Commission – no minutes
- 6.6. Public Works, Parks, & Property Committee – April 3, 2024

7. Ordinances & Resolutions:

8. Old Business:

- 8.1. Alter Metal Recycling metal dumpster on Village property
- 8.2. Short Term Rental Conditional Use – 536 Breezy Point Drive (Parcel: 11171-460.A)

9. New Business:

- 9.1. Sanborn Street Bid
- 9.2. Verizon Wireless Lease Agreement for Water Tower
- 9.3. Tinman Water Tower Air Gap
- 9.4. Digger Derrick Truck
- 9.5. Liquor License Application – Lucky Aces
- 9.6. Liquor Licence Application – The Kitchen Table Diner
- 9.7. Operator License – Thomas Bleise
- 9.8. Special Event Application – Pardeeville Watermelon Festival
- 9.9. Sexting Ordinance
- 9.10. Fire District Bylaws
- 9.11. Agenda Item Ordinance

10. Consideration of items for future agendas

11. Adjournment

Craig Abegglen, Clerk/Treasurer

For more details on reports and agenda items, please see the packet on the website: villageofpardeeville.net

The Village Hall is fully accessible. If you require additional assistance, please contact the Village Office (Phone 608-429-3121) 48 hours prior to the meeting. This is a public meeting. As such, all members or a majority of the members of any given Village Committee, Commission, or Board may be in attendance. While a majority of any given group may be present, only the above Board will take official action based on the above agenda.

**VILLAGE OF PARDEEVILLE
VILLAGE BOARD MINUTES
SPECIAL MEETING
Pardeeville Village Hall – Board Room
Monday, May 22, 2024 – 7:00 PM**

Call Meeting to Order:

President Haynes called the meeting to order at 7:00 pm.

Roll Call:

Present: Village President: Michael Haynes. Village Trustees: Michael Babcock, Kristie Chapman, Angela Engelmann via phone, Tom Nakielski, Barry Pufahl, and Mark Taylor.

Staff: Craig Abegglen, Deputy Clerk/Treasurer; Rhea McGee, Utility Clerk.

Guests: See attached sign in sheet.

Approval of Agenda:

Babcock motioned to approve the agenda with changes to #4 and #5. Move #4 to #5 and include #5.4, 5.5 and 5.6 at that time. Move #5.1, 5.2, 5.3 and 5.7 to 4.1, 4.2, 4.3 and 4.4. Second by Taylor. Roll call Taylor – Yes, Chapman – Yes, Nakielski – Yes, Haynes – Yes, Engelmann – Yes, Babcock – Yes, Pufahl – Yes. Motion carried 7-0.

Comments from the Floor:

None

4.1 Rob Roth Engineering – Phase 2 lots 17,18,19:

Rob Roth of Rob Roth Engineering presented on changes possible to Phase 2. The changes would be from multi family condos to 2 unit duplexes.

4.2 Dam Inspection:

There has been a recommendation from the Finance and Personnel Committee to proceed with the proposal not to exceed \$2000. Babcock made a motion to accept the bid of \$2000 from RPS for the Dam Inspection. Second by Taylor. Motion carried 7-0.

4.3 Water Meter Repair

Babcock brought a recommendation from the Finance and Personnel Committee that the meter on well #3 needs to be replaced. Pufahl mad a motion to accept the recommendation for a new meter on well #3 for a cost of \$9632.00. Second by Taylor. Motion carried 7-0.

4.7 Streets Department Position

Babcock made a motion to begin the process of hiring to fill the vacant position in the streets department based on the recommendation of the DPW and Finance and Personnel committee. Second by Engelman. Motion carried 6-1.

Closed session

Pufahl made a motion to convene into closed session. Second by Taylor.

Roll call Taylor – Yes, Chapman – Yes, Nakielski – Yes, Haynes – Yes, Engelmann – Yes, Babcock – Yes, Pufahl – Yes. Motion carried 7-0.

Return to open session

5.4 Clerk/Treasurer/Office Manager

Babcoak made a motion to set the wage for the clerk/treasurer/office manager including supervisor at \$33.00 per hour as the staff member serves as interim and to promote Craig Abegglen to interim for the term of next pay period through December 31, 2024. Second by Nakielski. Roll call Taylor – Yes, Chapman – Yes, Nakielski – Yes, Haynes – Yes, Engelmann – absent, Babcock – Yes, Pufahl – Yes. Motion carried 6-0.

5.5 Deputy Clerk/Treasurer 1 position

Babcoack made a motion to promote Rhea McGee to the Deputy Clerk/Treasurer plus Utilities position at \$26.00 per hour effective the next pay period and will be reviewed at the next Finance and Personnel meeting for job performance and wage review. Second by Pufahl. Roll call Taylor – Yes, Chapman – Yes, Nakielski – Yes, Haynes – Yes, Engelmann – absent, Babcock – Yes, Pufahl – Yes. Motion carried 6-0.

5.6 Deputy Clerk/Treasurer 2 position

Mike Haynes made a motion to immediately begin a search to fill the vacant deputy clerk/treasurer position with a pay range of \$18-23 conducted by Abegglen and McGee. Second by Pufahl. Roll call Taylor – Yes, Chapman – Yes, Nakielski – Yes, Haynes – Yes, Engelmann – absent, Babcock – Yes, Pufahl – Yes. Motion carried 6-0.

Considerations for future agendas

none

Adjournment:

Taylor motioned to adjourn. Second by Chapman. All in favor. Motion carried 6-0.
The meeting adjourned at 8:58 pm.

Craig Abegglen, Deputy Clerk/Treasurer



**VILLAGE OF PARDEEVILLE
VILLAGE BOARD DRAFT MINUTES
Pardeeville Village Hall
June 11, 2024**

1. Call meeting to order:

A meeting of the Pardeeville Village Board was called to order by President Haynes at 7:00 pm.

1.1 Pledge of Allegiance

President Haynes led the pledge of allegiance.

1.2 Roll Call

Present: President Haynes, Trustees Babcock, Chapman, Engelmann, Haynes, Nakielski, and Pufahl. (6)

Absent: Trustee Taylor. (1)

Staff: Austen Frederickson, Director of Public Works; Craig Abeggan, Interim Clerk/Treasurer; and Rhea McGee, Deputy Clerk/Treasurer

1.3 Approval of Agenda

Trustee Pufahl made a motion to approve the agenda, seconded by Trustee Engelman, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

1.4 Announcement of Public Hearings

President Haynes announced a public hearing will be held as a part the Village Board meeting.

2. Approval of Minutes – May 14, 2024

Trustee Pufahl made a motion to approve the minutes, seconded by Trustee Babcock.

Trustee Engelman made a motion to amend the minutes correcting page 4, item 10.1, second vote should show no votes by Trustee Engelman and Chapman, seconded by Trustee Chapman. The motion passed by a voice vote of 6-0.

The motion to approve the May 14, 2022 minutes as amended passed by a voice vote 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

3. Public Hearings

3.1 7:05 PM: Conditional Use Permit

President Haynes opened the public hearing for a conditional use permit at 536 Breezy Point Drive requesting to allow the property to be used as a short-term rental at 7:05 pm. President Haynes asked for comments from the public three times. No comments were made by members of the public. President Haynes closed the public hearing at 7:08 pm.

4. Comments from the Floor - *(Please be advised per State Statute Section 19.84(2), information will be received from the public. The comments made must remain respectful. The Chief Presiding Officer has the right to end an individual's time should an individual become disrespectful. It is policy of the Village that each individual may receive up to two (2) minutes to speak. More time may be granted by the Chief Presiding Officer. There may be limited discussion on the information*

received, however, no action will be taken under Comments from the Floor).

Connie Pease shared an update on Senior Center operations noting they were going well and attendance and use has been increasing. She shared her appreciation of Mike Babcock and Mike Haynes for mowing the grass as the Public Works Department is short staffed due to a vacancy. She encouraged the Village Board to continue to support the Senior Center and its programming.

Judy Skaar shared her excitement about the opening of the Senior Center. She noted that regular Eucker games have begun on Mondays at 12:30 pm. She has seen long-term and newer residents utilizing the services at the Senior Center. She spoke favorably about how the Senior Center has added to the quality of life of Pardeeville residents. She asked the village provide clarification of the age requirement. She shared Bingo games are also being held on Tuesdays at 3:00 pm and 5:30 pm.

Deputy Clerk/Treasurer McGee read a written comment received from Joan Foster and Kate Stoll sharing concerns about the volume of bands playing at Piper's Place featuring Johnny B's. They requested the Village Board address this issue.

Discussion was had that the Columbia County Sheriff's Department should be notified of concerns. There are no certified decibel meter operators at the Sheriff's Department at this time. The Sheriff's Department will work with the DNR to gather more information on decibel readings during concerts.

Trustee Engelman shared a concern relayed to her from a citizen about grass height at the east side of the dam.

Interim Clerk/Treasurer Abeggan shared the Eastern Columbia County Municipal Court will be moving to Wyocena in August. They anticipate completing their inspection and be operational in September.

5. Communication & Reports:

5.1 Angie Cox Library Report

Director McGuire shared summer programs are going well. She anticipates the garden should be done by the end of August.

5.2 EMS Commission Report

President Haynes shared there is an EMS Commission Meeting Thursday, June 13, 2024.

5.3 Pardeeville Fire District Report

David Warnke shared a copy of the updated by laws have been forwarded to the municipalities to review and approve at their next meeting. He also shared calls are way up from this point last year.

5.4 PLMD Report

Darrell McGuire shared the geese deterrent light and beach mat have been ordered. He noted the concrete is running behind. There are plans to refurbish the handicap fishing pier as the decking needs to be replaced. There are also plans to make the pier more accessible. The district is also considering options to create access to Swan Lake. He shared the coyotes placed in the park, used as a goose deterrent, were being used by kids to play in the lake. The next meeting will be held at Shelter # 2 on July 2, 2024 at 7:00 pm.

5.5 Columbia County Supervisors Report

No report.

5.6 Sheriff Monthly Report

Written report was included in the packet. Trustee Pufahl shared a concern regarding an increase in people parking in their front lawns.

Rick Henslin requested people reserving shelters be discouraged from driving through the grass or parking in the grass near the shelters.

5.7 Clerk/Treasurer Report

Interim Clerk/Treasurer shared the office has been very busy and appreciates everyone's patience and understanding as the office is short staff due to a vacancy. He shared several applications have been received for the vacant Deputy Clerk/Treasurer position.

6. Presentation of Bills:

6.1 Monthly Bills

Trustee Pufahl made a motion to approve the monthly bills, seconded by Trustee Babcock, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

7. Consent Agenda:

7.1 Community Development Authority – no minutes

7.2 Finance & Personnel Committee – May 9, 2024 & May 22, 2024

7.3 Plan Commission – no minutes

7.4 Public Protection Committee – no minutes

7.5 Public Utility Commission – no minutes

7.6 Public Works, Parks, & Property Committee – no minutes

7.7 Senior Center Commission – May 8, 2024

Item 7.7 Senior Center Commission Minutes from May 8, 2024 was removed from the consent agenda as a correction is needed.

Trustee Engelman made a motion to approve consent agenda items 7.1 – 7.6, seconded by Trustee Chapman, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

8. Ordinances & Resolutions:

8.1 CMAR Resolution

Director Frederickson shared the Compliance Maintenance Annual Report (CMAR) is a self-evaluation report completed by the Village.

Trustee Babcock made a motion to approve Resolution R24-02 approving the CMAR, seconded by Trustee Engelman, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

8.2 Alley Vacation 1 (Updated)

Director Frederickson shared there is a request to vacate the alley near Kwik Trip. The Village Board will consider vacating the alley and can take action after a forty-day waiting period.

8.3 Alley Vacation 2

Director Frederickson shared when the previous alley was reviewed to vacate a second alley was identified that will also need to be vacated. The Village Board will consider vacating the alley and can take action after a forty-day waiting period.

9. Old Business:

9.1 Alter Metal Recycling metal dumpster on Village property

This item was referred back to the Public Works, Parks, and Property Committee for review.

9.2 Forestry Grant

Director Frederickson shared he is finalizing the paper work.

9.3 Village Website

The new website has been designed. Direction was given to staff to review it and be trained on how to update it.

9.4 Smith Funeral Home Lot

Director Frederickson apologized for not having an opportunity to address the sale of the lot sooner. He will work on addressing it as time allows.

9.5 Veteran's Park Cleaning

Director Frederickson shared he has not heard anymore from the company that offered to power wash the park.

9.6 Latoya's Restitution

Interim Clerk/Treasurer Abegglen shared the request for restitution has been submitted through the Columbia County Sheriff's Department.

9.7 Tom Heaps Lot

Discussion was had that Mr. Heaps may have bought the land back. Direction was given that Director Frederickson follow up on the general status, zoning, and annexation status.

9.8 Yard Waste Site

Director Frederickson affirmed the yard waste site has all applicable permits and licensing. A request was made to remove the signs displaying the outdated open hours/days.

9.9 Digger Derrick Truck Refund

President Haynes shared there has been no update on the status of the refund. It is in the hands of the attorney.

9.10 Park Bathrooms Schedule and Repair

Discussion was had regarding the confusion as to the status of the vandalized park bathrooms. Concerns were expressed that there were differing opinions on the severity of the damage. Director Frederickson apologized for any confusion. Staff shared supplies have been ordered and an insurance claim submitted. It was discussed that Shelter # 1 bathrooms are open everyday Monday through Friday 8:00 am to 8:00 pm. Shelter # 2 and # 3 are open only with the reservations of the shelters. It was additionally shared that Shelter # 3 was vandalized.

Rick Henslin advocated that the Village Board come to some agreement on how direction is provided to staff and who has the authority to do so.

Discussion was had that concerns should be brought to the administrative staff. Further discussion was had that trustees provide direction only as a part of the governing body and not on an individual basis.

Staff was directed to request the Sheriff's Department patrol the park every hour.

9.11 Schneider Street Pothole

Trustee Babcock made a motion that staff review all streets conditions and make repairs as they see fit, seconded by Trustee Pufahl, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)
Abstain: None (0)

9.12 Chandler Park Temporary Porta Potty
Interim Clerk/Treasurer Abeggan shared the temporary bathrooms were ordered for approximately one month and will be returned.

9.13 Park Trash Cans
Discussion was had to include new garbage cans as a part of the 2025 budget.
Trustee Engelman made a motion to have Public Works, Parks, and Properties Committee review this item, seconded by Trustee Nakielski, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

9.14 Cintas Contract
Trustee Engelman made a motion to have staff review the Cintas contract for expenses that can be removed, seconded by Trustee Chapman, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

9.15 Senior Center
The revenue and expense accounts have been provided for Finance and Personnel to review.

Connie Pease stated she had never seen anything that was not on the up and up. She advocated against the use of social media to air concerns.

10. New Business:

10.1 Conditional Use Permit – 536 Breezy Point
Director Frederickson shared the owners of 536 Breezy Point Drive applied for a conditional use permit to allow the property to be used as a short-term rental. He noted the Plan Commission recommended denying the application due to insufficient parking.

Trustee Pufahl made a motion to deny the application based on the recommendation of the Plan Commission, seconded by Trustee Babcock, and the motion failed by a roll call vote of 3-3.
Yes: Babcock, Haynes, and Pufahl (3)
No: Nakielski, Engelman, and Chapman (3)
Abstain: None (0)

Discussion ensued that if the application is denied the applicant can appeal the decision with the Board of Appeals.

Trustee Engelman made a motion to postpone until ordinances for short-term rentals is established, seconded by Trustee Chapman, and the motion and second were withdrawn.

Trustee Engelman made a motion to approve the application for Conditional Use Permit at 536 Breezy Point Drive, seconded by Trustee Chapman, and the motion failed by a roll call vote of 3-3.
Yes: Nakielski, Engelman, and Chapman (3)
No: Babcock, Haynes, and Pufahl (3)
Abstain: None (0)

President Haynes made a motion to deny the application for Conditional Use Permit at 536 Breezy Point

Drive so it can be appealed, seconded by Trustee Babcock, and the motion failed by a roll call vote of 3-3.
Yes: Babcock, Haynes, and Pufahl (3)
No: Nakielski, Engelman, and Chapman (3)
Abstain: None (0)

This item will be on the July 8, 2024 Village Board meeting.

- 10.2** Liquor License Renewals/Applications for 2024-2025 & Operators
Interim Clerk/Treasurer shared the Village was notified by Frank's Beverage group that Lucky Ace's has an outstanding debt obligation and cannot be issued a new license.

Trustee Pufahl made a motion to deny a liquor application for Lucky Aces due to non-payment and they can reapply when their bill is paid, seconded by Trustee Engelman, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

Trustee Engelman made a motion to approve liquor licenses for Pardeeville One Stop, Piggly Wiggly, Kwik Trip, Caddy Shack Bar and Grill, Pipers Place, Bob's Olde Chicago Bar, Thee Upper Crust, Pardeeville Curling Club, and operator's licenses, seconded by Trustee Pufahl, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

- 10.3** IT Proposal Agreement

Deputy Clerk/Treasurer McGee shared a proposal was received from Lantech Services to provide IT support to the Village of Pardeeville. She noted their hourly rate was \$10.00 less than the previous provider. Lantech Services has reviewed the Village facilities and has noted areas of deficiency, particularly in the area of cyber security, that the Village will need to address. They would also like to work with the village on a five-year capital improvement plan.

Trustee Engelman made a motion to approve Lantech Services for IT services, seconded by Trustee Nakielski, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

- 10.4** Senior Center Plumbing

Trustee Babcock shared the Finance and Personnel Committee made a recommendation to approve Schepps Plumbing to install laundry tub and faucet, mop sink and faucet, drain and water supply.

Trustee Babcock made a motion to approve the Schepps proposal in the amount of \$2,200.00 with funds to come from Senior Center Donations, conditional upon Senior Center Commission approval, seconded by Trustee Pufahl, and the motion passed by a voice vote of 5-1.
Yes: Babcock, Chapman, Haynes, Nakielski, and Pufahl (5)
No: Engelman (1)
Abstain: None (0)

- 10.5** Senior Center Fee Schedule

Trustee Babcock shared the Finance and Personnel Committee recommended approving the fee schedule for the Senior Center with the amendment that non-profit be changed to Pardeeville based non-profit.

Trustee Pufahl made a motion to approve the Senior Center Fee schedule as amended, seconded by

Trustee Engelman, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

10.6 Long Grass in the Village
Staff was directed to look into complaint. Complaints should be directed to the weed commissioner Director Frederickson.

10.7 Worker's Safety Equipment
Director Frederickson was directed to ensure safety protocols are being followed.

10.8 Equipment Repairs
No updates were available.

10.9 Culvert Repair
Director Frederickson shared the county will be fixing the culvert in the next few weeks. The village will be responsible for the asphalt, which is estimated to be \$2,000.00.

10.10 Budget Amendment
Deputy Clerk/Treasurer McGee shared upon further investigation the proposed amendment is not feasible
Trustee Engelman made a motion to send the matter back to the Finance and Personnel Committee, seconded by Trustee Chapman, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

10.11 Special Event Walk America September 21, 2024
Discussion was had that food trucks must comply with ordinances.

Trustee Engelman made a motion to approve the special event application for Walk America, seconded by Trustee Pufahl, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

10.12 VC3 Cyber Security Grant
Trustee Engelman made a motion for staff to work with IT consultants to apply for the cyber security grant, seconded by Trustee Nakielski, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

10.13 4th of July Parade Application
Trustee Engelman made a motion to approve the special event application for the 4th of July parade, seconded by Trustee Pufahl, and the motion passed by a voice vote of 6-0.
Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)
No: None (0)
Abstain: None (0)

11. Consideration of items for future agendas
Trustee Engelman requested discussing accounting assistance for the office.

12. Adjournment

Trustee Babcock made a motion to adjourn, seconded by Trustee Nakielski, and the motion passed by a voice vote of 6-0.

Yes: Babcock, Chapman, Engelman, Haynes, Nakielski, and Pufahl (6)

No: None (0)

Abstain: None (0)

The meeting was adjourned at 9:51 pm.

*/s/ Rhea McGee
Deputy Clerk/Treasurer*



WELCOME TO THE ANGIE W. COX PUBLIC LIBRARY - JULY 2024

MON	1	5:30 p.m.	R.E.A.D ADULT BOOK CLUB
THUR	4	CLOSED	HAPPY 4TH OF JULY!!
SAT	6	9:00 - 10:00 a.m.	FREE ESSETRICS WITH ERIN WALTON
MON	8	5:30 P.M.	FRIENDS OF THE LIBRARY MEETING
MON JULY 8 through FRI JULY 12		DROP-IN DURING LIBRARY HOURS	SUMMER READING PROGRAM DROP-IN Create your very own personal first aid kit!
WED	10	10:30 - 11:30 p.m.	SUMMER READING PROGRAM IN-PERSON EVENT First aid fun! !
THUR	11	9:00 - 10:00 a.m.	FREE YOGA
		4:30 - 6:00 p.m.	MAINLY CRAFTS - ADULT CRAFTING GROUP Make your own barn quilt. Call the library to inquire and register!
SAT	13	9:00 - 10:00 a.m.	SUMMER READING PROGRAM IN-PERSON EVENT First aid fun! !
		9:00 - 10:00 a.m.	FREE ESSETRICS WITH ERIN WALTON
THUR	18	9:00 - 10:00 a.m.	FREE YOGA
SAT	20	9:00 - 10:00 a.m.	FREE ESSETRICS WITH ERIN WALTON
MON JULY 22 through FRI JULY 26		DROP-IN DURING LIBRARY HOURS	SUMMER READING PROGRAM DROP-IN Stop in to make a camp craft!
TUE	23	Noon - 3:00 p.m.	CARDS WITH MITZI! Theme: Mitzi's Choice Join Mitzi for a FREE card making workshop. Stop in or call the library (608-429-2354) to register by Friday July 19. Must be registered to attend. Class is open to adults.
		5 - 8:00 p.m.	
WED	24	9:00 a.m - Noon	

		5 - 8:00 p.m.	
WED	24	10:30 - 11:30 p.m.	SUMMER READING PROGRAM IN-PERSON EVENT Join us for a story, a craft, and a snack!
THUR	25	9:00 - 10:00 a.m.	FREE YOGA
		4:30 - 6:00 p.m.	MAINLY CRAFTS - ADULT CRAFTING GROUP Barn quilt continued - Call the library to inquire and register!
SAT	27	9:00 - 10:00 a.m.	FREE ESSENTRICS WITH ERIN WALTON
		9:00 - 10:00 a.m.	SUMMER READING PROGRAM IN-PERSON EVENT Join us for a story, a craft, and a snack!



**Pardeeville Patrol Report
June 2024**

Columbia County Sheriff's Office

Sheriff Roger Brandner

Contract Supervisor

Lieutenant Jordan Haueter

June 2024

The following deputies worked in the Village of
Pardeeville during this month:

3328 – Sergeant Chase Brock	151.00
3334 – Deputy Angie Beaumont	139.00
3340 – Deputy Chandra DeYoung	108.50
Other Deputies	22.75

PARKING ENFORCEMENT: 0 hours
OVERTIME HOURS (0.00 x 1.5): 0.0 hours
INVESTIGATION HOURS: 0 hours

TRAFFIC CITATIONS: 17
ORDINANCE CITATIONS: 3
PARKING CITATIONS: 0

Mutual Aid
15.50 hours



Columbia County Sheriff's Office Pardeeville Monthly Report

Call Type:

911 HANG UP	6
ACCIDENT-PDO	1
ALARM-BURGLAR	1
ANIMAL	4
ANIMAL BITE	1
CAR/DEER	1
CITIZEN ASSIST	6
CONTROLLED	1
CP	4
CRIMINAL DAMAGE	1
DC	3
DISABLED VEH	2
DPW	1
DRIVE	4
EMS	18
EXTRA PATROL	1
FIRE	1
FIRE-STRUCTURE	1
FOOT PATROL	2
HARASSMENT	1
HAZ RDWY	3
JUVENILE	8
KEEP PEACE	1
LOST/FOUND	6
NOISE	3
O/W PERSON	8
OPEN DOOR	5
ORD VIOL	1
PARKING VIOL	1
PROPERTY DAMAG	3
SECURITY	281
SPECIAL EVNT	2
SUSPICIOUS	8
THEFT	2
TRAFFIC STOP	41
TRESPASS	1
TRO/INJ VIOL	1
WARRANT	1
WEATHER	1
WELFARE	3

Total Calls:440

- The Accident was property damage only with no injuries.
- The Animal calls were for dogs fighting which the owners were warned, dogs in a vehicle and a snake at Carols Cones (not a rattle snake (as reported)
- There was a Car Vs. Deer accident, Deer ran off.
- There was a controlled traffic stop that resulted in arrest for THC and paraphernalia and Felony bail jumping.
- The Criminal Damage was for chandler park. Better camera system is needed. Detectives are assisting with current bathroom vandalism.
- The Disorderly Conduct calls resulted in arrest for one and an ordinance citation for the other.
- There were 18 EMS calls in the village requiring EMS response.
- The Fire-Structure was for an air fryer that caught fire.
- The eight Juvenile calls were resolved with minimal law enforcement intervention.
- The three Noise complaints, two were barking dogs that were resolved. The third was Johnny Bs loud music. Decibel readings taken from the lake at 80 and 120 yrds away. music was reasonable at those distances.
- The eight suspicious calls were investigated and determined to be unfounded.
- The theft calls were from Kwik Trip with the suspect charged, and a theft via credit card with the investigation ongoing.
- There was one warrant in the Village. A subject was arrested on a Pardeeville fail to pay warrant.

DATE	Day Deputy	Hours	PM Deputy	Hours	Mid Deputy	Hours	Parking Deputy	Hours	OT Deputy	Hours	Drug Invest. (Case#)	Total Deputy Hours	Mutual Aid Case # (15 mins +)	Hours
6/1/24			3334	9.50										
6/2/24	3325	0.50	3334	9.00	3341	0.50							MULT	0.75
6/3/24	3328	8.00	3340	9.50									MULIT	1.00
6/4/24	3328	8.00	3340	12.00	3341	0.50								
6/5/24	3328	8.00	3334	9.50									24-16226	1.25
6/6/24	3328	8.00	3334	9.00	3334	0.50							24-16384	0.25
6/7/24	3328	8.00			3355	0.50								
6/8/24					3327	0.50								
6/9/24			3344	0.50	3354	0.75								
6/10/24	3328	8.00	3334	9.50	3337	0.75								
6/11/24	3328	8.00	3334	9.00	3343	0.50								
6/12/24	3328	8.00	3340	9.00	3354	0.50								
6/13/24	3328	8.00	3340	9.00	3341	0.50							24-17147	0.50
6/14/24	3328	8.00	3334	9.00	3338	0.50							24-17300	1.00
6/15/24	3325	0.50	3334	9.00										
6/16/24	3325	0.50	3334	9.00	3334	0.50								
6/17/24	3328	8.00	3340	9.00	3355	0.50								
6/18/24	3328	8.00	3340	9.00	3334	0.50								
6/19/24			3334	9.00										
6/20/24	3328	8.00	3334	9.00									24-17943	5.00
6/21/24	3328	8.00	3340	9.00	3341	0.50								
6/22/24			3340	12.00	3,357	0.50								
6/23/24	multi	5.00	3340	12.00	3342	0.50								
6/24/24	3328	8.00	3334	9.00	3338	0.50								
6/25/24	3328	8.00	3334	9.00	3334	0.50							MULT	2.25
6/26/24	3328	7.00	3340	9.00	3355	0.50							COUNTY	2.00
6/27/24	3328	8.00	3340	9.00	3355	0.50							24-18810	1.50
6/28/24	3328	8.00	3334	9.00	3344	1.00	24-18999							
6/29/24	3342/multi	1.75	3334	2.50	3344	0.75	24-19134							
6/30/24	multi	1.25	3334	9.00										
	Days Total	160.50	PM Total	248.00	Mids Total	12.75	Parking	0.00	OT Total	0.00	Invest. Total	0.00	Mutual	15.50

June 2024**Totals**

Monthly Hours Goal (6240 hour per year divided by 12 months)	520
Regular Hours Worked	421.25
Overtime Hours Worked = 0.00 Multiplied by 1.5	0.00
Training Hours	40.00
Benefit Hours Used	53.00
Court Hours	0.00
Parking Enforcement	0.00
Mutual Aid Hours Subtracted	15.50
Number of Hours Below Schedule Time	-21.25
Banked Hours From Previous Months	311.61
Total Banked Contract Hours at End of Month	290.36

Angie W. Cox Public Library - Voucher Approval List

Date: 06/17/24

Payee Name	Description	Amount
Baker & Taylor	Adult Fiction Books	\$35.72
Bank First	Office Supplies	\$204.65
Bank First	Periodicals	\$12.00
Bank First	Books/Library Materials	\$69.75
Cengage Learning	Large Print Books	\$55.19
Demco	Book Covering Materials	\$1023.78
Frontier	Phone and Fax	\$190.48
	TOTAL:	\$1591.57

The aforementioned vouchers are hereby submitted for Board approval.

Library Board Treasurer:	Date:
<i>Margo Pefall</i>	<i>6-14-24</i>
Library Director:	Date:
<i>Justina McGinnis</i>	<i>6/14/24</i>

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38770	06/24	06/24/2024	38770	2307 AARON TORGERSON	JUNE 2024 C	CELL PHONE REIMBURSEMENT	603-53-8270-340	30.00	30.00
Total 38770:									
38771	06/24	06/24/2024	38771	1289 ALLIANT ENERGY	JUNE 2024	VILLAGE HALL	100-51-5160-340	4.92	4.92
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	VILLAGE HALL	100-51-5161-340	4.92	4.92
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	VILLAGE HALL	601-53-9305-340	4.92	4.92
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	VILLAGE HALL	602-53-6400-000	4.92	4.92
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	VILLAGE HALL	603-53-8270-000	4.92	4.92
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	WATER	602-53-6400-000	7.93	7.93
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	WATER	603-53-8270-000	7.94	7.94
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	WATER	602-53-6400-000	8.23	8.23
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	WATER	603-53-8270-000	8.23	8.23
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	SEWER	602-53-6400-000	19.29	19.29
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	SEWER	603-53-8270-000	19.29	19.29
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	JUNE 2024	SENIOR CENTER	100-53-5371-340	34.67	34.67
06/24	06/24/2024	38771	1289 ALLIANT ENERGY	1289 ALLIANT ENERGY	SMT 0530202	PURCHASED POWER	601-53-5450-000	146,033.26	146,033.26
Total 38771:									
38772	06/24	06/24/2024	38772	3416 AUTO VALUE PARDEEVILLE	705029901	hyd jack oil w/stop	601-57-5350-000	6.99	6.99
Total 38772:									
38773	06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	7847	WORK COMP 2nd billing	100-51-5193-513	305.10	305.10
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	WORK COMP 2nd billing	100-55-5511-155	142.38	142.38
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	WORK COMP 2nd billing	601-53-9242-513	528.84	528.84
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	WORK COMP 2nd billing	602-53-6842-513	528.84	528.84
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	WORK COMP 2nd billing	603-53-8532-513	528.84	528.84
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	GL & AUTO 1st bill	100-51-5193-511	2,187.82	2,187.82
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	GL & AUTO 1st bill	601-53-9244-511	2,187.81	2,187.81
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	GL & AUTO 1st bill	602-53-6844-511	2,187.81	2,187.81
06/24	06/24/2024	38773	796 Baer Insurance Services, Inc.	796 Baer Insurance Services, Inc.	7847	GL & AUTO 1st bill	603-53-8534-511	2,187.81	2,187.81

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38773:									
38774	06/24/2024	38774	42	BAKER & TAYLOR	2038333409	Adult Fiction books	100-55-5511-340	35.72	35.72
Total 38774:									
38775									
06/24	06/24/2024	38775	3545	BankFirst	05312024	OFFICE SUPPLIES	100-55-5511-310	204.65	204.65
06/24	06/24/2024	38775	3545	BankFirst	05312024	PERIODICALS	100-55-5511-320	12.00	12.00
06/24	06/24/2024	38775	3545	BankFirst	05312024	BOOKS	100-55-5511-340	69.75	69.75
Total 38775:									
38776									
06/24	06/24/2024	38776	2190	BLACKBURN MARKING FLAGS	JESSE032624	LOCATE FLAGS	601-53-9030-340	388.48	388.48
Total 38776:									
38777									
06/24	06/24/2024	38777	3480	Bleich Heating and Air Conditioning, LLC	19084	A/C	100-51-5160-350	291.62	291.62
Total 38777:									
38778									
06/24	06/24/2024	38778	26	BLIFFERT LUMBER & FUEL CO.	2405-710441	parks supplies	601-53-9030-340	29.40	29.40
06/24	06/24/2024	38778	26	BLIFFERT LUMBER & FUEL CO.	2405-710441	hydro supplies	100-55-5520-340	59.70	59.70
Total 38778:									
38779									
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	284389	GENERAL MATTERS	100-51-5110-220	408.00	408.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	284389	SUNRISE	100-57-5755-875	144.00	144.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	284389	KWIK TRIP	100-57-5751-802	1,176.00	1,176.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	284389	Truck Contract	100-51-5110-220	312.00	312.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	285573	GENERAL MATTERS	100-51-5110-220	534.00	534.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	285573	MUNICIPAL PROSECUTIONS	100-52-5210-220	336.00	336.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	285573	SUNRISE	100-57-5755-875	48.00	48.00
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	285573	Water tower 2 lease	100-57-5751-802	336.00	336.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
06/24	06/24/2024	38779	103	BOARDMAN & CLARK LLP	285573	KWIK TRIP	100-57-5751-802	2,220.00	2,220.00
Total 38779:									
38780									
06/24	06/24/2024	38780	108	BORDER STATES INDUSTRIES INC.	928465963	wire/cables	601-53-9030-340	361.49	361.49
06/24	06/24/2024	38780	108	BORDER STATES INDUSTRIES INC.	928473880	wire/cables	601-53-9030-340	6,200.48	6,200.48
06/24	06/24/2024	38780	108	BORDER STATES INDUSTRIES INC.	928481909	wire/cables	601-53-9030-340	130.43	130.43
06/24	06/24/2024	38780	108	BORDER STATES INDUSTRIES INC.	928515770	wire/cables	601-53-9030-340	79.77	79.77
06/24	06/24/2024	38780	108	BORDER STATES INDUSTRIES INC.	928540011	wire/cables	601-53-9335-340	379.83	379.83
Total 38780:									
38781									
06/24	06/24/2024	38781	2344	CENGAGE LEARNING	84450670	LARGE PRINT BOOKS	100-55-5511-340	30.39	30.39
06/24	06/24/2024	38781	2344	CENGAGE LEARNING	84506111	LARGE PRINT BOOKS	100-55-5511-340	24.80	24.80
Total 38781:									
38782									
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	2024	INTERNET/PHONE GARAGE SPECTR	100-51-5142-380	51.60	51.60
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	2024	INTERNET/PHONE GARAGE SPECTR	100-52-5210-310	17.20	17.20
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	2024	INTERNET/PHONE GARAGE SPECTR	601-53-9210-310	34.39	34.39
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	2024	INTERNET/PHONE GARAGE SPECTR	602-53-6810-310	34.39	34.39
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	2024	INTERNET/PHONE GARAGE SPECTR	603-53-8510-310	34.39	34.39
06/24	06/24/2024	38782	3429	CHARTER COMMUNICATIONS	52524	senior center phone line	100-53-5371-340	35.27	35.27
Total 38782:									
38783									
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	100-53-5324-390	18.26	18.26
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	601-53-9030-340	27.44	27.44
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	100-51-5160-350	29.90	29.90
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	601-53-9030-340	18.78	18.78
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	602-53-6000-350	24.27	24.27
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	603-53-8270-340	16.66	16.66
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4193168735	Weekly uniform/mats	100-53-5324-390	18.84	18.84
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	100-51-5160-350	29.90	29.90
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	601-53-9030-340	22.22	22.22
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	601-53-9030-340	13.56	13.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	602-53-6000-350	19.05	19.05
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	603-53-8270-340	29.53	29.53
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	100-53-5324-390	12.79	12.79
06/24	06/24/2024	38783	2209	CINTAS CORP#446	4194623549	Weekly uniform/mats	100-53-5324-390	13.05	13.05
06/24	06/24/2024	38783	2209	CINTAS CORP#446	5215985565	SUPPLY CABINET REFILL	100-51-5160-350	40.77	40.77
06/24	06/24/2024	38783	2209	CINTAS CORP#446	5215985565	SUPPLY CABINET REFILL	601-53-9030-340	40.77	40.77
06/24	06/24/2024	38783	2209	CINTAS CORP#446	5215985565	SUPPLY CABINET REFILL	602-53-6000-350	40.77	40.77
06/24	06/24/2024	38783	2209	CINTAS CORP#446	5215985565	SUPPLY CABINET REFILL	603-53-8270-340	40.77	40.77
06/24	06/24/2024	38783	2209	CINTAS CORP#446	9274354151	AED Agreement - Reviver	100-57-5752-806	222.00	222.00
Total 38783:									680.33
38784									
06/24	06/24/2024	38784	476	CIVIC SYSTEMS LLC	CVC24795	CIVIC GL & UTILITIES TRAINING	603-57-8510-000	281.25	281.25
06/24	06/24/2024	38784	476	CIVIC SYSTEMS LLC	CVC24795	CASELLE COMPUTER TRAINING FOR	602-57-6810-000	281.25	281.25
06/24	06/24/2024	38784	476	CIVIC SYSTEMS LLC	CVC24795	CASELLE COMPUTER TRAINING FOR	601-53-9230-000	281.25	281.25
06/24	06/24/2024	38784	476	CIVIC SYSTEMS LLC	CVC24795	CASELLE COMPUTER TRAINING FOR	100-51-5145-290	281.25	281.25
Total 38784:									1,125.00
38785									
06/24	06/24/2024	38785	599	COLUMBIA COUNTY ACCOUNTING OF	PC-P238	MONTHLY CONTRACTED SERVICES	100-52-5210-270	34,747.75	34,747.75
Total 38785:									34,747.75
38786									
06/24	06/24/2024	38786	5	COLUMBIA COUNTY HIGHWAY COMM	37419	CoLD PATCH	100-53-5330-350	184.35	184.35
Total 38786:									184.35
38787									
06/24	06/24/2024	38787	550	COLUMBIA COUNTY SOLID WASTE	37061	GARBAGE PICKUP	100-53-5363-280	8,541.58	8,541.58
06/24	06/24/2024	38787	550	COLUMBIA COUNTY SOLID WASTE	37061	RECYCLING	100-53-5363-282	3,035.64	3,035.64
Total 38787:									11,577.22
38788									
06/24	06/24/2024	38788	2170	CORE & MAIN	V007756	Meter PARTS	602-53-6000-350	894.45	894.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38788:									
38789	06/24	06/24/2024	38789	1247 CT LABORATORIES	186898	WATER testing	603-53-8270-340	106.00	106.00
	06/24	06/24/2024	38789	1247 CT LABORATORIES	187077	WATER testing	603-53-8270-340	86.00	86.00
	06/24	06/24/2024	38789	1247 CT LABORATORIES	187250	WATER testing	603-53-8270-340	106.00	106.00
	06/24	06/24/2024	38789	1247 CT LABORATORIES	187376	WATER testing	603-53-8270-340	106.00	106.00
Total 38789:									
38790	06/24	06/24/2024	38790	50 DEMCO INC	7491746	Book covering materials	100-55-5511-340	1,023.78	1,023.78
Total 38790:									
38791	06/24	06/24/2024	38791	13 FRONTIER	60624	Village	100-51-5142-390	92.21	92.21
	06/24	06/24/2024	38791	13 FRONTIER	60624	WWTP new line	603-53-8510-310	115.84	115.84
	06/24	06/24/2024	38791	13 FRONTIER	60624	Public utilities	603-53-8510-310	137.59	137.59
	06/24	06/24/2024	38791	13 FRONTIER	60624	Public utilities	100-51-5142-390	137.60	137.60
	06/24	06/24/2024	38791	13 FRONTIER	6182024	Phone AND INTERNET CHARGES LIBR	100-55-5511-311	190.48	190.48
Total 38791:									
38792	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	General fund	100-51-5151-230	500.00	500.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Electric Utility	601-53-9230-000	500.00	500.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Sewer	603-53-8520-000	300.00	300.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Water Utility	602-53-6820-000	300.00	300.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	FIXED ASSET	100-51-5151-230	250.00	250.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Water Utility	602-53-6820-000	150.00	150.00
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	General fund	100-51-5151-230	1,282.66	1,282.66
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Water Utility	602-53-6820-000	1,282.67	1,282.67
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Sewer	603-53-8520-000	1,282.67	1,282.67
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	General fund	100-51-5151-230	295.99	295.99
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Water Utility	602-53-6820-000	295.98	295.98
	06/24	06/24/2024	38792	14 JOHNSON BLOCK & COMPANY, INC.	518493	Sewer	603-53-8520-000	295.98	295.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38792:									
38793	06/24	06/24/2024	38793	3591 JOSH CROSS	JUNE 2024 C	CELL PHONE REIMBURSEMENT	100-51-5142-310	30.00	30.00
Total 38793:									
38794	06/24	06/24/2024	38794	2239 LMS CONSTRUCTION INC.	10054	VAC TRUCK LABOR	602-53-6652-000	860.00	860.00
Total 38794:									
38795	06/24	06/24/2024	38795	3476 LRS	188175	Beach accessible restroom - new vendor	100-55-5542-340	165.00	165.00
Total 38795:									
38796	06/24	06/24/2024	38796	294 Madison Media Partners	203523	KWIK TRIP	100-51-5142-360	42.31	42.31
06/24	06/24/2024	38796	294 Madison Media Partners	203524	203524	PUBLIC HEARING	100-51-5142-360	24.23	24.23
Total 38796:									
38797	06/24	06/24/2024	38797	3447 Matt Weatherwax	JUNE 2024 C	Cell Phone Reimbursement	603-53-8270-340	30.00	30.00
Total 38797:									
38798	06/24	06/24/2024	38798	1298 MSA PROFESSIONAL SERVICES INC.	4858	TIF - LaFollette St	100-57-5755-875	2,324.68	2,324.68
06/24	06/24/2024	38798	1298 MSA PROFESSIONAL SERVICES INC.	4926	4926	kwik trip rebuild	100-53-5310-210	2,286.25	2,286.25
06/24	06/24/2024	38798	1298 MSA PROFESSIONAL SERVICES INC.	5423	5423	TIF - LaFollette St	100-57-5755-875	6,295.50	6,295.50
Total 38798:									
38799	06/24	06/24/2024	38799	293 PARDEEVILLE ELECTRIC COMM	05292024	POWER PURCHASED FOR PUMPING	602-53-6200-000	895.34	895.34
06/24	06/24/2024	38799	293 PARDEEVILLE ELECTRIC COMM	05292024	05292024	lift stations	603-53-8210-000	2,807.31	2,807.31

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38799:									
38800	06/24	06/24/2024	38800	1979 PARDEEVILLE EMS	2024-07	audit expenses shared	100-52-5230-000	3,890.25	3,890.25
Total 38800:									
38801									
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	UTBILLS - UTILITY	100-51-5160-340	343.88	343.88
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	100-52-5210-310	58.63	58.63
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	100-57-5755-841	40.87	40.87
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	601-53-5695-340	40.87	40.87
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	602-53-6000-350	40.87	40.87
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	603-53-8270-340	40.87	40.87
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	100-53-5342-340	98.84	98.84
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	100-51-5161-340	48.07	48.07
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	601-53-5695-340	79.82	79.82
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	602-53-6000-350	79.82	79.82
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	603-53-8270-340	79.82	79.82
06/24	06/24/2024	38801	69 PARDEEVILLE PUBLIC UTILITIES		6012024	Utility bill	100-55-5520-340	621.90	621.90
Total 38801:									
38802									
06/24	06/24/2024	38802	2375 POWER SYSTEM ENGINEERING INC.		9053247	Professional Consulting Labor	601-57-9230-210	3,927.50	3,927.50
Total 38802:									
38803									
06/24	06/24/2024	38803	317 PUBLIC SERVICE COMMISSION		2404-I-04540	Water Utility	602-53-6820-000	30.82	30.82
Total 38803:									
38804									
06/24	06/24/2024	38804	2022 ROTH PROFESSIONAL SOLUTIONS IN		2911	North Dam Repair Bidding & Constructio	100-57-5751-833	225.00	225.00
Total 38804:									

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38805	06/24	06/24/2024	38805	1479 SEERA	MAY 2024	PUBLIC BENEFIT FEES	601-253000	181.50	181.50
									181.50
Total 38805:									
38806	06/24	06/24/2024	38806	241 SJE, Inc.	CD99526887	Install W. Chestnut Lift Station	603-53-8320-350	945.67	945.67
									945.67
Total 38806:									
38807	06/24	06/24/2024	38807	2062 SPM PEST MANAGEMENT	58091	PEST CONTROL	100-51-5160-350	120.00	120.00
	06/24	06/24/2024	38807	2062 SPM PEST MANAGEMENT	58161	PEST CONTROL	100-51-5160-350	60.00	60.00
									180.00
Total 38807:									
38808	06/24	06/24/2024	38808	1640 TERRY GREEN	70753	BRASS RING TURNED	601-57-5350-000	70.00	70.00
									70.00
Total 38808:									
38809	06/24	06/24/2024	38809	1527 US CELLULAR	65499117	Cell Phone BILL	603-53-8510-310	98.07	98.07
	06/24	06/24/2024	38809	1527 US CELLULAR	65499117	Cell Phone BILL	100-51-5142-390	98.07	98.07
	06/24	06/24/2024	38809	1527 US CELLULAR	65499117	Cell Phone BILL	601-53-9210-310	98.07	98.07
	06/24	06/24/2024	38809	1527 US CELLULAR	65499117	Cell Phone BILL	602-53-6810-310	98.07	98.07
									392.28
Total 38809:									
38810	06/24	06/24/2024	38810	201 USA BLUE BOOK	INV00382679	AccuVac Ampules	602-53-6301-000	182.97	182.97
									182.97
Total 38810:									
38811	06/24	06/24/2024	38811	1765 W/DNR	WU109832	WATER USE FEES	602-53-6000-350	125.00	125.00
									125.00
Total 38811:									

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
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Grand Totals:

256,537.85

Report Criteria:
Report type: GL detail

**VILLAGE OF PARDEEVILLE
FINANCE & PERSONNEL APPROVED MINUTES
Pardeeville Village Hall
Wednesday, April 03, 2024 at 5:00 pm**

Call meeting to order: The meeting was called to order by Babcock at 5:00 pm.

Roll Call: Present: Michael Babcock & Barry Pufahl
Excused: Ron Griepentrog

Staff: Austen Frederickson, Director of Public Works, Denise Vater, Clerk/Treasurer

Guests: Mark Taylor, Michael Haynes, Kristie Chapman

Approval of Agenda: Pufahl made a motion to approve the agenda. Second by Pufahl. All in favor. Motion carried.

Approval of Minutes: Pufahl made a motion to approve the March 5, 2024 minutes. Second by Pufahl. All in favor. Motion carried 2-0.

4.1 General Hiring Policy

Frederickson presented the topic.

A motion was made by Pufahl to approve the General Hiring Policy and send it to the full board. Second by Babcock. Discussion. Babcock spoke about how he'd like to see sending a conditional job offer contingent on a successful completion of a background check and references/employers being called. All in favor. Motion carried 2-0.

4.2 Dress Code Policy

Frederickson presented this topic stating there is nothing further to discuss at this time.

New Business:

5.1 Contract Signee Policy

Babcock presented this topic. Babcock made the motion to recommend to Village Board to approve the Contract Signee Policy. Second by Pufahl. Further discussion. All in favor. Motion carried 2-0.

5.2 Grant Application Policy

Frederickson presented the topic. Discussion. Babcock made a motion to recommend the Grant Application Policy to the Village Board with clarification language in consultation with the Village President. Second by Pufahl. All in favor. Motion carried 2-0.

5.3 Regular Committee/Commission Meeting Schedule

Frederickson presented the topic. Discussion. Babcock made a motion to refer this to the April 9th Village Board meeting without recommendation and then to the new board on May 7th. Second by Pufahl. All in favor. Motion carried 2-0.

5.4 Revision – Special Zoning Permit

Frederickson presented the topic. Discussion. Pufahl made a motion to recommend to the board the revision of the Special Zoning Permit application and schedule of fees. Second by Babcock. All in favor. Motion carried 2-0.

5.5 Senior Center – Framing Construction Proposal for Doors

Babcock presented the topic. Received 3 proposals. TDS Custom, Wind Carpentry and Lucas Berg.

Babcock made the recommendation to go with Lucas Berg. Second by Pufahl. Discussion. Berg had a break in his schedule and would be able to complete the volunteer work this week. There would be no need to go to full board due to this being volunteer work. All in favor. Motion carried 2-0.

5.6 Senior Center – Secondary Door System

Babcock presented the topic. Babcock made a motion to recommend to the village board they go with the proposal from Lodi Glass for a total of \$4975.00. Second by Pufahl. All in favor. Motion carried 2-0.

5.7 Latoya's Legacy Invoice

Babcock presented the topic. Pufahl made a motion to pay for the confirmed days that the dog was being held for the District Attorney's Office and we seek restitution from the owner of the dog. Second by Babcock. Discussion. The Committee directed staff to confirm the dates the dog was being held for the District Attorney's Office prior to the Village Board meeting on Tuesday.

Babcock made a motion to recommend to the full board to approve the Latoya's Legacy invoice with confirmation of the actual dates of seizure. Second by Pufahl. All in favor. Motion carried 2-0.

5.8 Personnel Requisition – Clerk Intern

Frederickson presented the topic. Babcock made a motion to recommend the requisition form for the hiring of the Clerk Intern to the full board. Second by Pufahl. All in favor. Motion carried 2-0.

Consideration of items for future agendas

None

Adjournment

A motion by Pufahl to adjourn at 6:03 pm. Second by Pufahl.

Denise Vater, Clerk/Treasurer
Approved 5/9/24

**VILLAGE OF PARDEEVILLE
PUBLIC WORKS, PARKS, & PUBLIC PROPERTY COMMITTEE MEETING
MINUTES**

March 05, 2024

Pardeeville Village Hall

7:00 PM

Call to Order: The meeting was called to order at 7:00 pm.

Roll Call: Present: Rick Henslin, Angie Engelmann, Mike Babcock substituting for Michale Haynes.
Absent: None.

Staff: Austen Frederickson, Director of Public Works.

Guests: Mark Taylor.

Approval of Agenda

Frederickson stated he made an error and it would be beneficial to move item 5.7 before 5.5.
Engelmann moved to approve the agenda as amended. Second by Henslin. All in favor.
Motion carried.

Approval of the Minutes

Henslin moved to approve the July 11, 2023 Public Works, Parks, & Public Property minutes as presented. Second by Engelmann. All in favor. Babcock abstained. Motion carried.

Comments from the Floor:

None.

4.1 Maple Trees on 3rd and Chestnut.

Frederickson presented questions on the item.
Committee directed staff to verify the trees in question and whether proper process was followed.

5.1 Arbor Day Proclamation.

Frederickson presented the need for the proclamation.
Henslin motioned to recommend the Village Board make an Arbor Day Proclamation. Second by Engelmann. All in favor. Motion carried.

5.2 Arbor Day Tree Planting.

Frederickson presented the topic.
Henslin motioned to recommend the Village Board announce a tree planting event for Arbor Day. Second by Engelmann. All in favor. Motion carried.

5.3 County Aid – Chip Sealing.

Frederickson presented the topic.

Engelmann motioned to recommend the Village Board cancel the County aid project and refund the \$7,000 advanced money. Second by Henslin. All in favor. Motion carried.

5.4 LRIP – Schneider & Herwig.

Frederickson presented the topic.

Engelmann motioned to recommend the Village Board postpone the LRIP project in 2024 and return for discussion in 2025. Second by Henslin. All in favor. Motion carried.

5.7 Yard Waste Site Application.

Frederickson presented the topic.

Engelmann motioned to recommend the Village Board apply for the Yard Waste Site License only, using the already paid money. Second by Henslin. All in favor. Motion carried.

5.5 Yard Waste Site Opening Date.

Frederickson presented the topic.

Henslin motioned to recommend the Village Board set an opening date of March 28th, 2024. Second by Babcock. All in favor. Motion carried.

5.6 Yard Waste Site Hours of Operation.

Frederickson presented the topic.

Henslin motioned to recommend the Village Board set the regular hours to be open year-round at all times of the day. Second by Engelmann. All in favor. Motion carried.

5.8 Brush Pickup.

Frederickson presented the topic.

Engelmann motioned to recommend the Village Board conduct brush pickup monthly, on the first Monday of the month, from April to October, weather dependent as decided by the Director of Public Works. Second by Henslin. All in favor. Motion carried.

5.9 Leaf Pickup.

Frederickson presented the topic and the Villages current capabilities.

The Committee directed staff to research options and return with findings.

5.10 Public Works Dress Code.

Frederickson presented the topic.

The Committee directed staff to create a policy for dress code.

5.11 Pickleball Court.

Frederickson presented the topic.

The Committee directed staff to research the topic and provide the most suitable location.

Consideration for items for future agendas.

None.

Adjournment:

The meeting was adjourned at 8:16 pm.

Michael Haynes – Chairperson

**VILLAGE OF PARDEEVILLE
PUBLIC WORKS, PARKS, & PUBLIC PROPERTY COMMITTEE MEETING
MINUTES**

April 03, 2024

Pardeeville Village Hall

6:30 PM

Call to Order: The meeting was called to order at 6:31 pm.

Roll Call: Present: Michael Haynes, Angie Engelmann, Mike Babcock substituting for Rick Henslin.
Absent: None.

Staff: Austen Frederickson, Director of Public Works.

Guests: Mark Taylor, Kristie Chapman, Barry Pufahl.

Approval of Agenda

Engelmann moved to approve the agenda. Second by Babcock. All in favor. Motion carried.

Approval of the Minutes

Haynes pointed out the misspelling of his name.

Babcock moved to approve the March 05, 2024 Public Works, Parks, & Public Property minutes as amended. Second by Engelmann. All in favor. Haynes abstained. Motion carried.

Comments from the Floor:

Barry Pufahl discussed his appreciation for the Committee.

4.1 Maple Trees on 3rd and Chestnut.

Frederickson presented the topic.

Committee directed staff to repair the mounds left from the trees and to discuss with the homeowner of the final remaining tree.

Haynes motioned that staff look into taking down the tree. Second by Engelmann. All in favor. Motion carried.

4.2 Leaf Pickup.

Frederickson presented an update on the topic.

4.3 Dress Code Policy.

Frederickson presented an update on the topic.

The Committee directed staff to look further into the cost and length of the contract.

4.4 Pickleball Court.

Frederickson presented an update on the topic.

5.1 Tree Planting at Senior Center.

Frederickson presented the topic.

Babcock motioned to recommend the Village Board direct staff to work with the Garden Club to conduct a tree planting at the Senior Center. Second by Haynes. All in favor. Motion carried.

5.2 Chandler Park Softball Diamond Electrical.

Frederickson presented the topic.

The Committee postponed this item until the next meeting in order to obtain more information.

5.3 Park Bathroom.

Frederickson presented the topic.

Haynes motioned to recommend the Village Board approve the quote for the repair. Second by Engelmann. All in favor. Motion carried.

5.4 DNR Forestry Grant.

Frederickson presented the topic.

Engelmann motioned to recommend the Village Board approve of the submission of a startup DNR Urban Forestry Grant application. Second by Haynes. All in favor. Motion carried.

5.5 Resolution R24-01 Resolution Authorizing Staff Apply for the DNR Forestry Grant.

Frederickson presented the topic.

Haynes motioned to recommend the Village Board approve Resolution R24-01. Second by Engelmann. All in favor. Motion carried.

5.6 Veteran Park Cleaning.

Frederickson presented the topic.

Haynes brought up letting the American Legion know prior.

Engelmann motioned to recommend the Village Board approve the donation. Second by Haynes. All in favor. Motion carried.

Consideration for items for future agendas.

Engelmann brought up looking at the trash cans at the park.

Adjournment:

Haynes motioned to adjourn. Second by Engelmann. All in favor. The meeting was adjourned at 7:08 pm.

Michael Haynes – Chairperson



Public Works Director Memo

Meeting Date: 14 MAY 2024

Topic: Conditional Use – 536 Breezy Point

This memo is in regards to the Conditional Use agenda item for 536 Breezy Point.

The owner of this property submitted a conditional use application amidst the staff turnover. Following the turnover, staff recommended a clean up of the process for the Zoning Board of Appeals and the Planning Commission, and the duties of such. Now, that the cleanup has occurred the application from the owner of 536 Breezy Point may properly be heard. Attached is the application, a parcel map, a zoning map, and the ordinances that govern this properties zoning. This is a pretty straightforward request; the conditional use is written directly into the allowable conditional uses. However, the only concern that staff has in regards to this request is in the size of the property. Should this property be rented out to a large group, parking will become an issue and spill out onto an already congested street. The application does list four off street parking spaces, so generally it should not be an issue, but it is something that the body should be aware of.

At the Plan Commission meeting, the Commission motioned to not approve this conditional use citing road capacity as a major issue against the request. This motion passed 4-1.

Should the body agree with the Plan Commission, a motion would be in order to not allow the short term rental conditional use for 536 Breezy Point.

Should the body disagree with the Plan Commission, a motion would be in order to allow the short term rental conditional use for 536 Breezy Point [conditions can be set, but make sure the conditions are enforceable].

Respectfully,
Austen

PAID

NOV 30 2023

CONDITIONAL USE PERMIT APPLICATION

APPLICATION FEE \$150.00

(If this application is denied the Village retains \$100.00 and refunds \$50.00)

(If this application is accepted, it is must be ~~renewed~~ every two years for \$50.00)

APPLICANT'S NAME(s): BRIAN & SUE TYDD
APPLICANT'S ADDRESS: 536 Breezy Point DR., PARDEEVILLE, WI. 53954
Telephone No. 630-212-9703 Date: 12/1/2023

SITE OWNER, IF DIFFERENT FROM APPLICANT(s): _____
ADDRESS OF SITE OWNER(s): _____
Telephone # _____

CONTRACTOR, IF APPLICABLE: _____
CONTRACTOR ADDRESS: _____
Telephone # _____ Insurance Company: _____

ADDITIONAL REQUIREMENTS:

Set of plans are required under the following conditions:

- 1.) New building.
- 2.) Remodeling or enlarging of existing rooms, changing of entry or exits, etc.
- 3.) Use will become public versus private, i.e. Bed & Breakfasts, meeting halls, etc.
- 4.) Use to become commercial versus private.

Please provide the names of your architect or professional engineer or both (if applicable):

ARCHITECT: _____ Telephone # _____
ENGINEER: _____ Telephone # _____

DESCRIPTION OF SUBJECT SITE:

Legal Description: 4 bedroom, 3 bath HOME ON Park Lake.

Address: _____

Current Zoning: City R-2 Current Use: VACATION HOME

Business Type, If Applicable: _____ Number of Employees: _____

Proposed Use (make sure it meets ordinance uses):

Airbnb RENTAL

Residential:

Total # of dwelling units proposed: 1 Number of Parking Stalls off-street: 2

Commercial or In Home Business:

Type of Business: _____ Hours of operation: _____

Parking Plan: _____

A public hearing will be held for consideration of this application and all property owners within 200 ft. will be notified of said hearing.

I, hereby, certify that the information provided is true and correct.

12/1/2023
Date

Applicant: BRIAN W. Tydd BW Tydd

Applicant: SUE E. Tydd Sue E Tydd

Applicant: _____

Date Application Received: 11/30/23

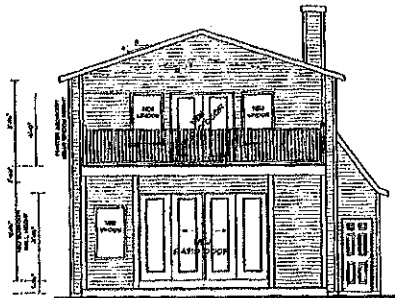
Scheduled Hearing Date: _____

Approved by Plan Commission: _____

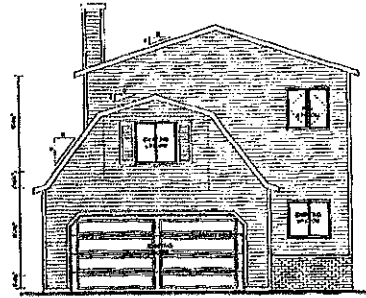
Board Approved Date: _____

Signature of Village Clerk

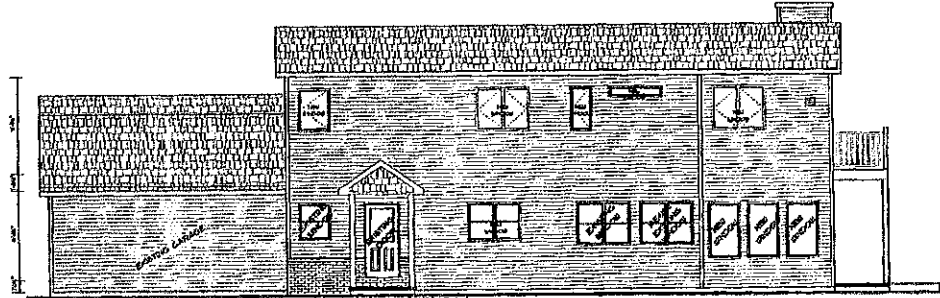
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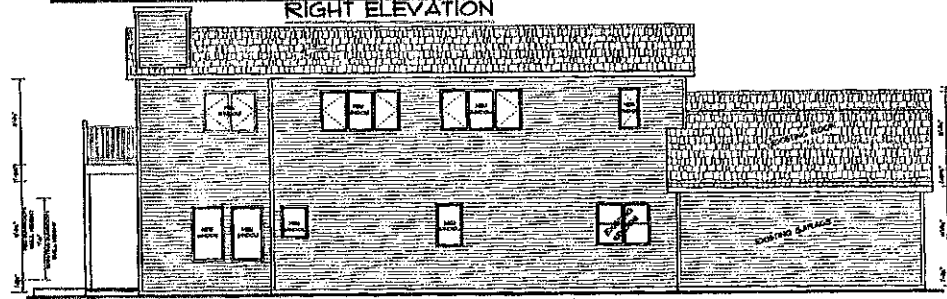
REAR ELEVATION



FRONT ELEVATION



RIGHT ELEVATION

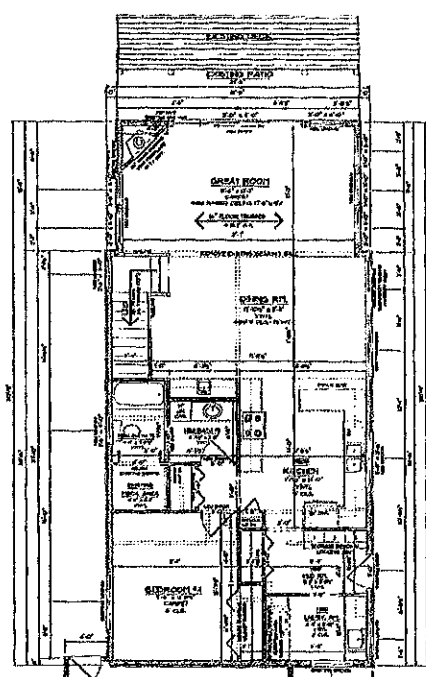


LEFT ELEVATION

WITHOUT VOUCHER
 ALL RIGHTS RESERVED
 H.H. DEBIGNS
 1141 GARDNER STREET
 BANGOR, ME 05901
 PHONE: (207) 948-2200
 FAX: (207) 948-2201
 WWW.HHDEBIGNS.COM

DRAWN BY:
 KEVIN WILSON
 H.H. DEBIGNS
 IN CHARGE OF
 BANGOR, ME 05901
 PHONE: (207) 948-2200
 FAX: (207) 948-2201
 WWW.HHDEBIGNS.COM

ELEVATIONS
 SHEET NUMBER:
 1 OF 3
 PLAN DATE:
 11-1-2018
 JOB NUMBER:
 000



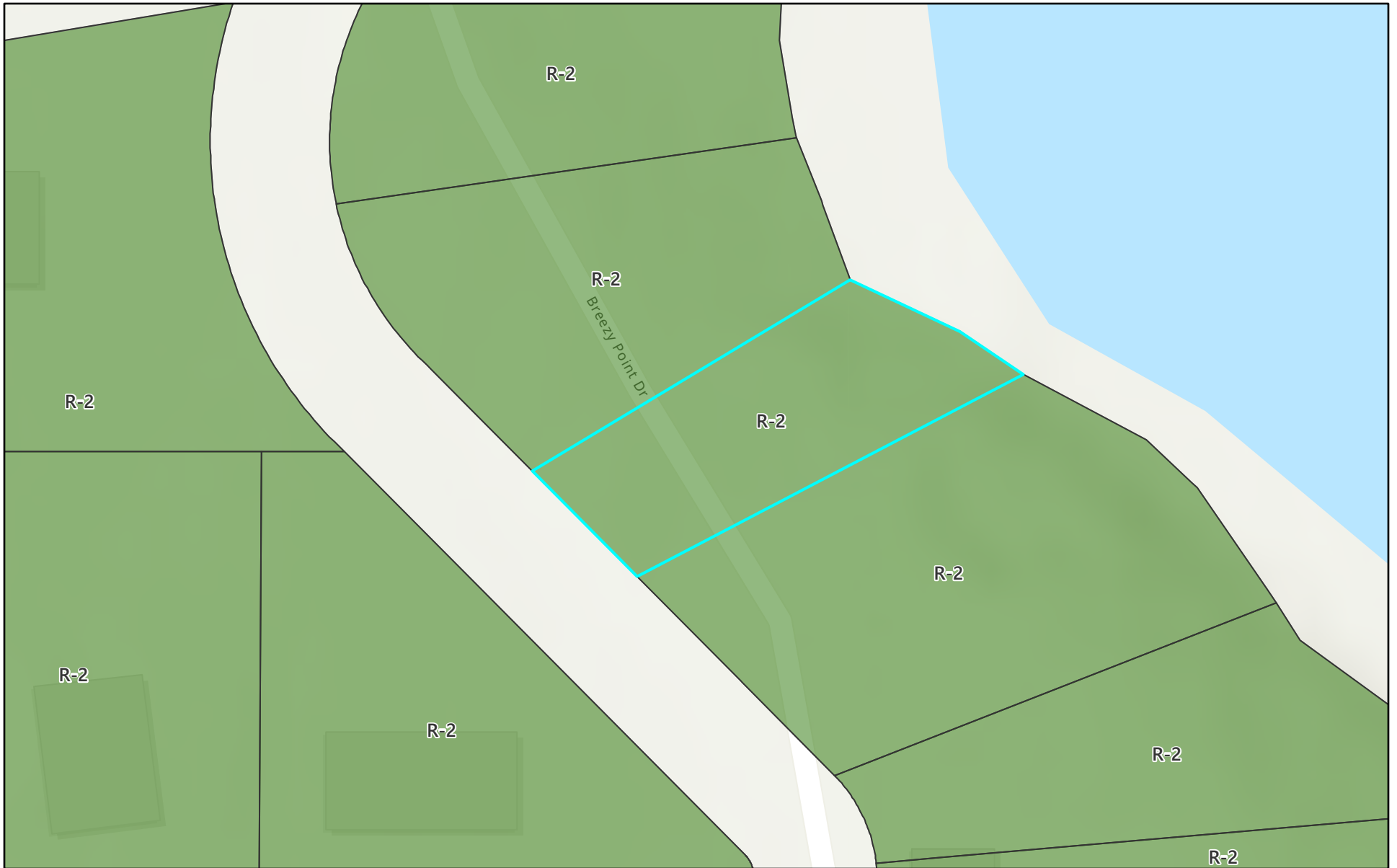
SQUARE FOOTAGE
 FIRST FLOOR 1919 SQUARE FEET
 SECOND FLOOR 1219 SQUARE FEET
 TOTAL 3138 SQUARE FEET

**FIELD VERIFY
 ALL DIMENSIONS**

L.L.H.H. DESIGNS 10000 W. 100th Ave. Suite 100 Denver, CO 80231 Phone: 303.555.1111 Fax: 303.555.1112	
DRAWN BY: KENNETH WILSON	CHECKED BY: GEORGE VINSETT
PROJECT NO: 000	SHEET NO: 2 OF 2
PLAN DATE: 11-11-05	JOB NUMBER: 000

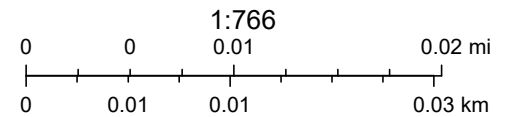


Zoning Map



4/10/2024, 10:24:08 AM

Zoning  R-2  Village Boundary  Parcel Boundaries



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

Village of Pardeeville

Sec. 58-70. - R-2 Single-Family Residential District.

(a) *Principal use.* The following uses are permitted in the R-2 district:

- (1) Single-family dwellings.
- (2) Churches, public and parochial schools, public libraries and similar public or semi-public buildings.
- (3) Telephone, telegraph, and power transmission lines.
- (4) Public parks and recreation areas.
- (5) A garage in connection with a single-family home.
- (6) A private garage; such garage shall not be used to conduct any business, and no garage shall be used for living quarters.
- (7) The keeping of usual household pets, but not the operation of commercial kennels or hutches.
- (8) Uses customarily incident to any of the above used, when located on the same lot and not involving the conduct of a business.

(b) *Conditional uses.* See sections 58-123, 58-124 and 58-128.

(c) *Lot, building and yard requirements.*

Lot frontage		Minimum 80 ft.
Lot area		Minimum 10,000 sq. ft.
Principal building:		
	Front yard	Minimum 30 ft.
	Side yards	Minimum 8 ft.
	Rear yard	Minimum 30 ft.
Accessory building:		
	Front yard	Minimum 30 ft.
	Side yards	Minimum 8 ft.

	Rear yard	Minimum 8 ft.
	Alley	Minimum 15 ft.
	Building height	Maximum 35 ft.
	Number of stories	Maximum 2½
	Percentage of lot coverage	Maximum 30%
Floor area per dwelling unit:		
	Single story	Minimum 1,000
	Multiple story	Minimum 1,400 sq. ft.

(Code 1986, § 10-1-24)

Sec. 58-124. - Residential uses.

The following residential and quasi-residential uses shall be conditional uses and may be permitted as specified:

- (1) Planned residential developments, such as cluster developments in all residential districts. The district regulations may be varied provided that adequate open space shall be provided so that the average intensity and density of land use shall be no greater than that permitted for the district in which it is located. The proper preservation, care, and maintenance by the original and all subsequent owners of the exterior design; all common structures, facilities, utilities, access and open spaces shall be ensured by deed restrictions enforceable by the village.
- (2) Clubs, fraternities, lodges, and meeting places of a noncommercial nature in the R-4 Multifamily Residential District provided all principal structures and uses are not less than 25 feet from any lot line.
- (3) Rest homes, nursing homes, homes for the aged, clinics, funeral homes, and children's nurseries in the R-4 Multifamily Residential District, provided all principal structures and uses are not less than 50 feet from any lot line.
- (4) Home occupations and professional offices in the R-1, R-2, R-3 and R-4 residential districts.
- (5) Bed and breakfast establishments in the R-1, R-2, R-3 and R-4 residential districts. The term "bed and breakfast establishment" means any place of lodging that provides four or fewer rooms for rent for more than ten nights in a 12-month period, is the owner's personal residence, is occupied by the owner at the time of rental, and in which the only meal served to guests is breakfast. Bed and breakfast establishments shall comply with the standards of state administrative regulations.
- (6) **Short-term and vacation rentals.**

(Code 1986, § 10-1-52)



Public Works Director Memo

Meeting Date: 09 JUL 2024

Topic: Sanborn Street Bid

This memo is in regards to the Sanborn Street Bid agenda item.

Staff has not heard back from the Developer at the time of writing this memo. At this time, given the current information and state of submission from the Developer, it is Staff's opinion to rebid the project with utility work occurring this year and paving occurring next spring. If any new information arises, a representative from MSA should be at the meeting to update.

Should the governing body agree, a motion would be in order to pursue rebidding the project with an updated timeframe.

Respectfully,
Austen



1230 South Boulevard
Baraboo, WI 53913
(608) 356-2771

www.msa-ps.com

June 18, 2024

Michael Haynes, Village President
Village of Pardeeville
114 Lake Street, PO Box 217
Pardeeville, WI 53954

Re: LaFollette Street Area Development Phase 2
Village of Pardeeville

Dear Mr. Haynes:

Upon review of the bids received on June 18, 2024, for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below along with Bid Alternate A, be accepted and award made at your next meeting.

RLAM, Inc.
1110 Dartford Road
Ripon, WI 54971

Base Bid: \$483,519.05
Bid Alternate A: \$ 48,311.00
Base Bid & Bid Alternate A: \$531,830.05

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to dspindler@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Nick Manke". The signature is written in a cursive, slightly slanted style.

Nick Manke, PE
Senior Project Engineer Public Works

dds

NOTICE OF AWARD

Date of Issuance: June 18, 2024

Project: <u>LaFollette Street Area Development Phase 2</u>	
Owner: <u>Village of Pardeeville</u>	Owner's Contract No.:
Contract: <u>Village of Pardeeville - LaFollette Street Area Development Phase 2</u>	Engineer's Project No.: <u>00041020</u>
Bidder: <u>RLAM, Inc.</u>	
Bidder's Address: <u>1110 Dartford Road</u>	
<u>Ripon, WI 54971</u>	

You are notified that your Bid dated June 18, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for LaFollette Street Area Development Phase 2

Base Bid: \$483,519.05

Bid Alternate A: \$ 48,311.00

Base Bid + Bid Alternate A: \$531,830.05

The Contract Price of your Contract is Five-hundred thirty-one thousand eight-hundred thirty Dollars and Five-Cents (\$531,830.05). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 1 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

VILLAGE OF PARDEEVILLE

Owner

By: _____

Authorized Signature

Village President

Title

Copy to Engineer

Village of Pardeeville - LaFollette Street Area Development Phase 2 (#9145586)

Owner: Pardeeville WI, Village of

Solicitor: MSA Professional Services, Inc - CORP HQ - Baraboo

06/18/2024 11:00 AM CDT

Item No.	Item Description	UoFM	Quantity	Engineer Estimate		RLAM	
				Unit Price	Extension	Unit Price	Extension
GENERAL							
1	Mobilization, Bonds, and Insurance	L.S.	1	\$30,000.00	\$30,000.00	\$41,000.00	\$41,000.00
2	Turf Restoration	L.S.	1	\$5,000.00	\$5,000.00	\$29,875.00	\$29,875.00
3	Watering	MGAL	25	\$35.00	\$875.00	\$75.00	\$1,875.00
4	Traffic Control	L.S.	1	\$750.00	\$750.00	\$1,650.00	\$1,650.00
5	Silt Fence	L.F.	300	\$3.00	\$900.00	\$0.01	\$3.00
6	Inlet Protection, Type C	EACH	10	\$75.00	\$750.00	\$70.00	\$700.00
7	Inlet Protection, Type D	EACH	4	\$100.00	\$400.00	\$120.00	\$480.00
8	Erosion Control	L.S.	1	\$1,500.00	\$1,500.00	\$575.00	\$575.00
9	2-inch Rigid Insulation	S.F.	300	\$5.50	\$1,650.00	\$5.00	\$1,500.00
SANITARY SEWER							
10	Sanitary Sewer Manhole, 48-inch, Complete	EACH	2	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00
11	Sanitary Sewer, PVC SDR 35, 8-inch	L.F.	610	\$80.00	\$48,800.00	\$88.25	\$53,832.50
12	Sanitary Sewer, PVC SDR 35, 4-inch	L.F.	500	\$65.00	\$32,500.00	\$44.25	\$22,125.00
14	Wye, 8-inch x 4-inch	EACH	12	\$400.00	\$4,800.00	\$200.00	\$2,400.00
15	Connect to Existing Sanitary Sewer	EACH	1	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
WATER MAIN							
16	Water Main, PVC C900, 8-inch	L.F.	575	\$75.00	\$43,125.00	\$50.25	\$28,893.75
17	Water Main, PVC C900, 6-inch	L.F.	75	\$65.00	\$4,875.00	\$49.00	\$3,675.00
18	Valve and Box, 8-inch	EACH	4	\$2,800.00	\$11,200.00	\$3,000.00	\$12,000.00
19	Valve and Box, 6-inch	EACH	3	\$2,000.00	\$6,000.00	\$2,100.00	\$6,300.00
20	Cross, 8-inch x 8-inch	EACH	1	\$1,200.00	\$1,200.00	\$1,900.00	\$1,900.00
21	Tee, 8-inch x 6-inch	EACH	2	\$850.00	\$1,700.00	\$800.00	\$1,600.00
22	Reducer, 8-inch x 6-inch	EACH	1	\$600.00	\$600.00	\$450.00	\$450.00
23	MJ Cap, 8-inch	EACH	2	\$400.00	\$800.00	\$350.00	\$700.00
24	MJ Cap, 6-inch	EACH	1	\$350.00	\$350.00	\$210.00	\$210.00
25	Water Service, HDPE, 1-inch	L.F.	475	\$45.00	\$21,375.00	\$40.50	\$19,237.50
26	Corporation, Curb Stop, and Box, 1-inch	EACH	12	\$800.00	\$9,600.00	\$630.00	\$7,560.00
27	Hydrant, Complete	EACH	2	\$6,000.00	\$12,000.00	\$6,200.00	\$12,400.00
28	Connect to Existing Water Main	EACH	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
29	Hydrant Extension, Undistributed	V.F.	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
ROADWAY							
30	Unclassified Excavation	L.S.	1	\$8,000.00	\$8,000.00	\$33,330.00	\$33,330.00
31	Sawcut Asphalt	L.F.	40	\$3.00	\$120.00	\$4.00	\$160.00
32	Sawcut Concrete	L.F.	10	\$5.00	\$50.00	\$10.00	\$100.00
33	Remove Existing Curb and Gutter	L.F.	5	\$10.00	\$50.00	\$5.00	\$25.00
34	Remove Existing Concrete Flatwork	S.Y.	5	\$15.00	\$75.00	\$5.00	\$25.00
35	Concrete Curb and Gutter, 30-inch	L.F.	1750	\$22.00	\$38,500.00	\$18.23	\$31,902.50
36	Dense Graded Base	TON	2000	\$18.00	\$36,000.00	\$14.33	\$28,660.00
37	Excavation Below Subgrade w/ Fabric	C.Y.	50	\$25.00	\$1,250.00	\$0.01	\$0.50
38	HMA Pavement, 3MT 58-28S	TON	400	\$70.00	\$28,000.00	\$80.05	\$32,020.00
39	HMA Pavement, 4MT 58-28S	TON	310	\$75.00	\$23,250.00	\$85.13	\$26,390.30
40	Adjust Existing Manhole	EACH	2	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00
41	Adjust Existing Inlet	EACH	3	\$500.00	\$1,500.00	\$950.00	\$2,850.00
42	Adjust Existing Valve	EACH	7	\$300.00	\$2,100.00	\$272.00	\$1,904.00
STORM SEWER							
43	Storm Sewer Manhole, 48-inch, Complete	EACH	2	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00
44	Storm Inlet, 2-foot x 3-foot, Complete	EACH	4	\$3,400.00	\$13,600.00	\$3,000.00	\$12,000.00
45	Storm Sewer, HDPE, 18-inch	L.F.	380	\$52.00	\$19,760.00	\$54.50	\$20,710.00
46	Storm Sewer, HDPE, 15-inch	L.F.	210	\$48.00	\$10,080.00	\$51.00	\$10,710.00
47	Storm Sewer, HDPE, 12-inch	L.F.	70	\$45.00	\$3,150.00	\$47.00	\$3,290.00
48	Connect to Existing Storm Sewer	EACH	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
Base Bid Total:					\$453,285.00		\$483,519.05
BID ALTERNATE A - SIDEWALK							
A1	Concrete Sidewalk, 4-inch	S.F.	8700	\$6.00	\$52,200.00	\$5.13	\$44,631.00
A2	Detectable Warning Field	S.F.	80	\$55.00	\$4,400.00	\$46.00	\$3,680.00
Bid Alternate A Total					\$56,600.00		\$48,311.00
Base Bid + Bid Alternate A					\$509,885.00		\$531,830.05



Public Works Director Memo

Meeting Date: 09 JUL 2024

Topic: Verizon Wireless Lease Agreement

This memo is in regards to the Verizon Wireless Lease agenda item.

Staff has been working with consultants that Verizon has selected to move this forward. They have since sent their most updated lease agreement. Staff has sent it to Attorney Johnson for review and an update on it. Attorney Johnson's email is attached and his comments are documented in such. When discussing the comments with the Verizon rep, they have informed me that none of the comments are up for negotiation. In my phone call with Attorney Johnson, it does not appear that these comments are detrimental to the Village and are simply requests made by previous the previous Boards. If that were the case, the contract could be approved to move forward. Assuming the comments are exactly that, staff believes that the lease agreement is thorough enough to move this process forward. If any of the items are, in this Board's opinion, sticking points, direction will be needed to address these. One of the following motions will be necessary to move forward.

- Should the governing body be okay with the lease agreement as presented, a motion would be in order to approve the lease agreement and move forward with Verizon.
- Conversely, should the governing body require the comments made by Attorney Johnson, a motion would be in order to direct staff and the Attorney to work with Verizon to enact any of the items requested.

Respectfully,

Austen

~~TOWER STRUCTURE NAME~~ Site Name:

Pardeeville DT ~~TOWER STRUCTURE~~

~~NUMBER: 780695~~ ~~EFFECTIVE DATE:~~

MDG #: :5000917495

LAND LEASE AGREEMENT

This Land Lease Agreement (the “Agreement”) is made by and between Village of Pardeeville, with its principal offices located at 114 Lake Street, Pardeeville, Wisconsin 53954, (“LESSOR”) and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment (“Use”) upon a portion of that real property owned, leased or controlled by LESSOR located at W. Lafollette Street, Pardeeville, WI 53954 (the “Property”). The Property is legally described on Exhibit “A” attached hereto and made a part hereof. The “Premises” is approximately 10,000 square feet and is shown in detail on Exhibit “B” attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit “B” in its entirety. For purposes of this Agreement, the term “Tower Structure” shall be used to define the existing water tower located on the Premises.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties (“Effective Date”). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE’s communications equipment on the Premises (the “Commencement Date”) and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. Upon conclusion of the initial term of this Agreement, provided LESSEE is not in default under any of the terms of this Agreement at the end of the current term, this Agreement shall automatically be renewed for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current renewal term. The initial term and any renewal terms shall be collectively referred to herein as the “Term.”

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of ~~\$24,000~~25,200.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 114 Lake Street, Pardeeville, Wisconsin 53954 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered ~~via cashier’s check or other certified funds~~ by LESSEE no later than ~~30~~60 days after the Commencement Date. Beginning on the first anniversary

of the Commencement Date and continuing throughout the Term, including any extensions or

additional extensions, the annual rent due hereunder shall increase by 2.5% over the annual rent due during the immediately preceding lease year.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. In conjunction with the first rental payment made pursuant to the terms of this Lease, LESSEE shall, in addition to the first rental payment, make a one-time only payment of ~~\$105~~,000.00 to LESSOR, said payment to be used by LESSOR, at LESSOR's sole discretion for beautification projects on the Property.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 36-foot-wide right-of-way ("Easement"), which shall be depicted on Exhibit "B." LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber and other similar support services, including installation of any fencing, as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, though, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

LESSEE shall coordinate its own electric service to the Premises and shall be responsible for paying its own electric service and all other utilities.

6. CONDITION OF PROPERTY.

a. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

b. Once the Premises has been delivered to LESSEE, LESSEE shall maintain the Premises, ~~the Tower Structure (including the interior of the water tower including platforms, and the exterior of the water tower including roof top, sides and base)~~ free of damage, litter and debris created by the LESSEE. Annual inspections of the Premises and Tower Structure will be performed by a third-party inspection agency chosen by the LESSOR- and performed at LESSOR expense. Any deficiencies caused by LESSEE will be noted and corrected at the expense of the LESSEE within 30 days of notification by the LESSOR. All expenses related to correcting the deficiencies will be paid for by the LESSEE.

7. IMPROVEMENTS. The communications equipment including, without limitation, LESSEE'S antennas, conduits, fencing and other screening, and other improvements shall be installed at LESSEE'S expense and installation shall be at the discretion and option of LESSEE. LESSEE shall provide LESSOR with a list of all equipment located on the Tower Structure upon the commencement date. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall be required to obtain LESSOR consent for modifications that increase the size of LESSEE'S Premises or modify the Tower Structure. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR'S consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises. Any proposed improvements to the Tower Structure shall be documented in plans, specifications, and structural analysis and shall be submitted to the LESSOR and will be reviewed by the LESSOR'S inspection agency prior to construction. LESSOR may request equipment to match coating systems and colors of the Tower Structure. During construction, and upon completion, improvements shall be reviewed for deficiencies related to welding, painting and damage to the structure. LESSEE will be notified of the deficiencies and shall correct any such deficiencies within thirty (30) days of receipt of notice or shall be invoiced for repairs subsequent to modifications made.

8. GOVERNMENT APPROVALS. LESSEE'S Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE'S Use. LESSEE shall return the Property, the Premises and the Tower Structure to the condition it was in prior to any soil borings or other testing being performed by LESSEE. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE'S compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such initial Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE'S sole discretion. In the event of termination by LESSEE, LESSEE shall pay prorated rent to LESSOR through the last day LESSEE has any equipment (including footings) on the Premises.

10. INDEMNIFICATION. LESSEE and/or any successor and/or assignees thereof, shall indemnify and hold harmless LESSOR, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by LESSOR. LESSOR will provide LESSEE with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. LESSOR will cooperate appropriately with LESSEE in connection with LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The LESSEE agrees to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement.

c. LESSOR shall maintain and keep in full force during the term of this Agreement the level of insurance it currently maintains on the Property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's tower structure and/or equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone

to LESSEE's Network Management Center (at (800) 264-6620) or to LESSOR at (608-429-3121), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. Compliance with FCC Radio Frequency Emissions Requirements. It shall be the responsibility of LESEE to ensure that LESEE's use, installation, or modification of Equipment at the Tower Structure does not cause radio frequency exposure levels of all the existing equipment located at the Tower Structure ~~and in the surrounding vicinity (including the communications equipment, LESSOR's equipment, and all other transmitting equipment in the vicinity)~~ to exceed those levels permitted by the FCC. LESSOR shall require other LESEEs installing equipment after the installation of the communications equipment to bear the same responsibility.

e. LESSEE acknowledges that LESSOR may lease space on the Tower Structure to other service providers. LESSOR agrees that all co-location will not interfere with LESSEE's use of the Tower Structure.

14. Tower Maintenance. Lessor shall have the right to access the Premises at least once every ten years during LESSEE's Occupancy of the Premises for purposes of completing general maintenance or painting to or on the Tower Structure, so long as LESSOR provides LESSEE with at least six months written notice to LESSEE. The notice requirement shall not affect any situation where LESSOR must gain access to the Premises or Tower Structure for purposes of emergency or conditions necessary to protect the health, safety and welfare of the public or LESSOR's other tenants on the Tower Structure. In the event of a request under this section, LESSEE shall be responsible for the relocation of LESSEE's equipment from the Tower Structure: and shall be permitted to deploy a temporary communications structure. If such removal requires LESSEE to go through any permitting process to re-install its equipment on the Tower Structure, LESSOR shall waive any local permitting fees required. LESSOR shall provide temporary space on the Property for LESSEE to operate its equipment during any relocation required by this section. LESSOR shall take all steps necessary to minimize the amount of time the LESSEE will not have access to the Tower Structure.

15. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings lower than 2 feet below finished grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. . ~~LESSEE agrees to decommission, de active and remove any and or all of the equipment installed on the structure prior to the termination date of the lease at which time LESSOR's inspector will document any damage, paint repairs and or clean up required to return the Tower Structure to a condition acceptable to LESSOR.~~ All costs associated with repairs and clean-up will be the responsibility of the LESSEE. Costs associated with repairs and clean-up will be the responsibility of the LESSEE upon termination of the lease by either party.

LESSEE is NOT granted the right to sublet or lease space on the Premises or Tower Structure in any way.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring LESSOR interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party

directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Pardeeville
114 Lake Street
Pardeeville, WI 53954

LESSEE: Cellco Partnership d/b/a Verizon Wireless
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground LESSORS and master LESSORS, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall

recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the

Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's

specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur because of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). LESSEE must follow all OSHA guidelines pursuant to the installation of the equipment. Ladders, hatches and man ways cannot be obstructed by the installation of coax cables, support brackets or any other equipment installed by the LESSEE.

28. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible

for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

29. NON-DISCLOSURE. Subject to the statutory requirements imposed by Lessor pursuant to Chapter 19 of the Wisconsin Statutes, and other common law principles concerning open records and open meetings, the Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

Village of Pardeeville

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
PREMISES DESCRIPTION

(No subject)

Austen Frederickson <dpw@villageofpardeeville.net>

Mon 7/1/2024 14:48

 2 attachments (94 KB)

Pardeeville_Lease Agreement Village WT_v. 3 (VZW redline).docx; PARDEVILLE DT_VZW Right of Entry Agreement Form_04032024.doc;

From: Paul A. Johnson <pjohnson@boardmanclark.com>

Sent: Wednesday, May 29, 2024 12:13

To: Austen Frederickson <dpw@villageofpardeeville.net>

Subject: FW: Verizon

Austen:

I reviewed these documents. It has been a year since the last version of the Land lease Agreement was addressed and there are some changes from what the Village wanted the last time around. I will identify the changes as best as I can.

In section 4, the rent is increased to \$25,200 which is ok. There was a lot of discussion last time as to how the Village was going to get paid. Verizon wanted to pay electronically and the Villager wanted regular checks. I think we settled on cashier's checks or other certified funds but that language is now being removed with no replacement. A method of payment should be specified. The Village also demanded a 30 day window and Verizon is now proposing 60 days again. The rent was to be increased annually buy 4% and now Verizon is proposing 2.5%. Finally, the Village was requiring was requiring a 10k beautification payment from Verizon. Verizon is now proposing 5k.

In section 6b Verizon has removed the clause that they will maintain the tower free of damage. They have also included language which allows the Village to do an annual inspection of the tower, but it is now at Village expense. I don't think Verizon should have access or be responsible for the interior of the tower, but I think they should be responsible for maintaining the exterior in the normal course of business.

In section 13d, if the Village or the sheriff has radio equipment in the tower area, I suggest keeping the language they are seeking to delete as part of the lease.

In section 14, Verizon is asking for a temporary structure but there is no conversation about where that would be and it should be made clear that it is at Verizon's expense.

In section 15, I suggest the footings be removed to 5 feet below grade and I would require that the stricken language in this section be required to remain part of the lease.

The Right of Entry Agreement is new. The only concern I have is there is no mention of the tower. If that is part of the site, then some language may need to be added to address Verizon's use of the tower as part of its testing.

My comments for now. Let me know if questions.



Paul A. Johnson

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LODI, WI 53555

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Public Works Director Memo

Meeting Date: 09 JUL 2024

Topic: Tinman Water Tower

This memo is in regards to the Tinman Water Tower agenda item.

During the Water Tower, known as the Tinman, last inspection it was documented that the water tower has an air gap. The DNR has dictated these to be out of compliance and needs to be removed. Essentially, these allow pests, like birds, access into the water tower. Likewise, the DNR will, as soon as they receive and finalize the inspection into our records, be sending us a violation letter. This is the Village's opportunity to get it done before that letter comes and eliminate the unsanitary opportunities in our water supply. The attached is a quote from the company used for the inspection. A portion of the ARPA fund could be used for this project.

Should the governing body agree, a motion would be in order to approve eliminating the air gap in the Tinman Water Tower.

Respectfully,
Austen

Water Tower Clean and Coat, Inc.



Prepared by: Sam Paque

Customer

Pardeeville, WI

DESCRIPTION	Quantity	AMOUNT
Tinman Water Tower Wall/Roof Gap DNR Repair- We will seal the gap using a compliant NSF-61 approved food grade caulk called sika-flex 1a. This repair will fulfill the significant deficiency on this tower.	1	6,200.00
	Subtotal	\$6,200.00
	Other	
	TOTAL Due	\$6,200.00

TERMS AND CONDITIONS

1. Customer will be billed after work is completed.
2. Please fax, email or mail the signed quote to the address above

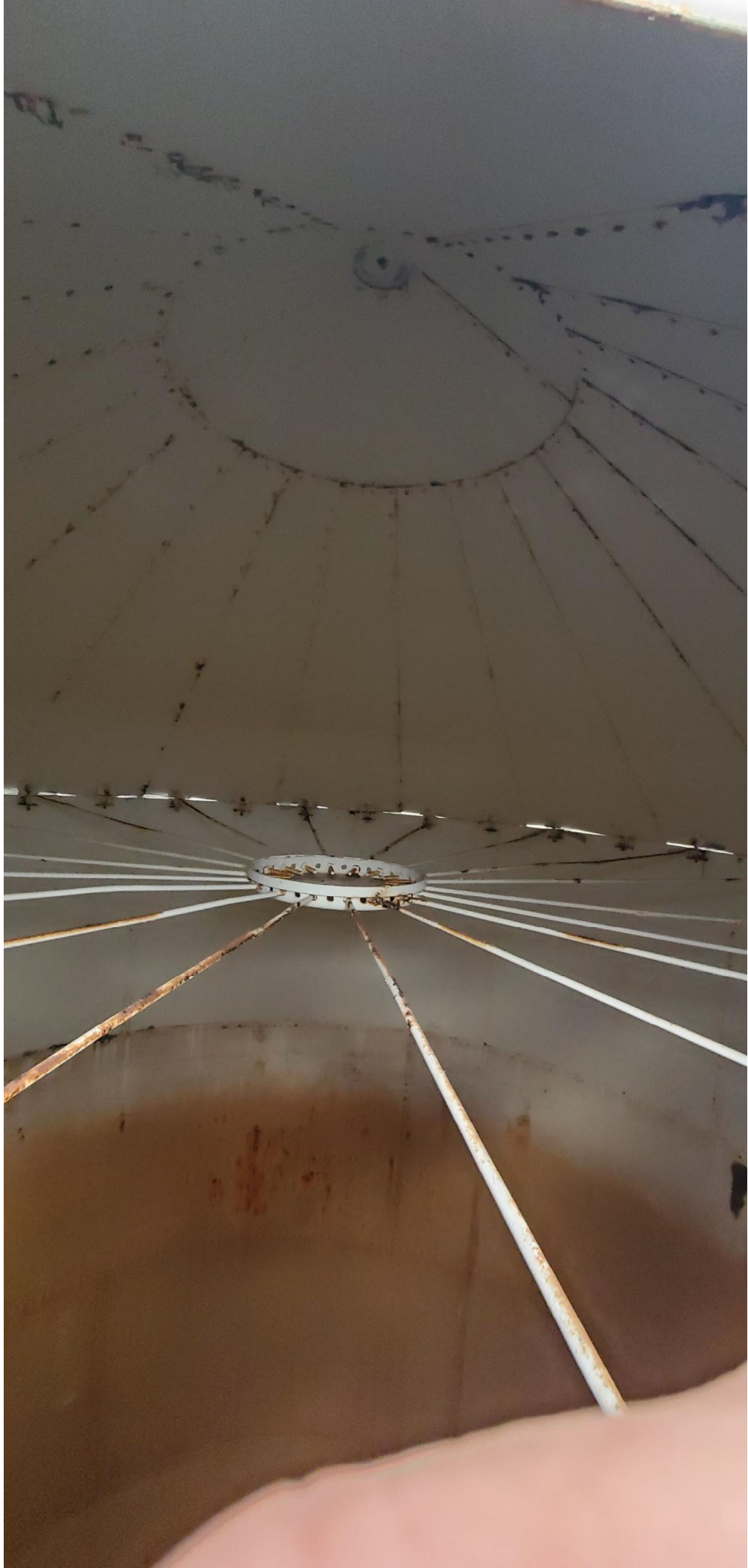
Customer Acceptance (sign below):

x _____

Print Name:

Sam Paque, 608-234-8932, sam@watertowerusa.com

Thank You For Your Business!





Public Works Director Memo

Meeting Date: 09 JUL 2024

Topic: Digger Derrick Truck

This memo is in regards to the Digger Derrick Truck agenda item.

The Village has received the full deposit back. What next? This item is intended to stoke the discussion on what to do next. It would be staff's opinion to search and act on a used Digger Derrick Truck. However, if staff is directed to search, some kind of mechanism should be in place to allow staff to purchase so that a truck is not found, sought, and sold by the next available meeting, and staff is left in search limbo. Some kind of price limit should be discussed.

Respectfully,
Austen

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
 Class "B" Beer \$ _____
 "Class A" Liquor \$ _____
 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____
 Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <i>Lucky Aces LLC</i>			
2. Business Trade Name or DBA <i>Lucky Aces Sports Bar and Grill</i>			
3. FEIN <i>88-3823261</i>		4. Wisconsin Seller's Permit Number	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <i>WI</i>		7. Date of Organization <i>8-22-2022</i>	8. Wisconsin DFI Registration Number <i>L075304</i>
9. Premises Address <i>139 N. Main St</i>			
10. City <i>Pardeeville</i>		11. State <i>WI</i>	12. Zip Code <i>53954</i>
13. County <i>Columbia</i>	14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village of: <i>Pardeeville</i>		15. Aldermanic District
16. Premises Phone <i>608 697 3487</i>	17. Premises Email <i>luckyacesbar@gmail.com</i>	18. Website <i>n/a</i>	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <i>Dining Room, Bar Area, Kitchen, Back Storage Area, Dance Floor and Fenced In Outdoor Area</i>			
20. Mailing Address (if different from premises address) <i>PO Box 835</i>			
21. City <i>Pardeeville</i>		22. State <i>WI</i>	23. Zip Code <i>53954</i>

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol .. Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? .. Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? .. Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?..... Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Holtan	Jeremy	Member	608 6973487

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Holtan	First Name Jeremy	M.I. T
Title Member	Email jtholtan@gmail.com	Phone 6086973487
Signature 	Date 6-25-2024	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Individual Questionnaire

Date
6-25-24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Lucky Aces LLC	
2. Business Trade Name or DBA Lucky Aces Sports Bar and Grill	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name Holtan		2. First Name Jeremy	
		3. M.I. T	
4. Relationship to Business (Title) member		5. Email luckyacesbar@gmail.com	
		6. Phone 608 6973487	
7. Home Address 405 N. Main St.			
8. City Pardeeville		9. State WI	10. Zip Code 53954
		11. Date of Birth 07-11-1976	
12. Drivers License/State ID Number H435-4387-6251-06		13. Drivers License/State ID State of Issuance Wisconsin	

Part C: Address History					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Years 47</td> <td style="width: 50%;">Months 11</td> </tr> </table>	Years 47	Months 11
Years 47	Months 11				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1	City	State	Zip Code		
Previous Address 2	City	State	Zip Code		
Previous Address 3	City	State	Zip Code		
Previous Address 4	City	State	Zip Code		
Previous Address 5	City	State	Zip Code		
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County		
State	County	State	County		

Continued →

Part D: Criminal History


1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>DUI</i>	Location <i>Marquette County</i>	Conviction Date <i>1996</i>
Penalty Imposed <i>fine</i>	Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date *6-25-2024*

Craig Abegglen

From: Kyla Swenson <kylaswenson@frankbeveragegroup.com>
Sent: Tuesday, June 25, 2024 11:25 AM
To: Clerk Treasurer; Craig Abegglen
Subject: Lucky Aces Sports Bar & Grill - Delinquent License - PAID IN FULL

Good morning,
Lucky Aces Sports Bar & Grill has paid Frank Liquor company in full and is no longer delinquent with us.

Thank you,



Kyla Swenson

Business Office Administrator
Frank Beverage Group
2115 Pleasant View Rd
Middleton, WI 53562
608-516-0442

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
 Class "B" Beer \$ _____
 "Class A" Liquor \$ _____
 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____
 Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) TKTD LLC			
2. Business Trade Name or DBA The Kitchen Table Diner			
3. FEIN 99-1574734		4. Wisconsin Seller's Permit Number 456-1031608046-02	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 02/24	8. Wisconsin DFI Registration Number T107443
9. Premises Address 133 N. Main St			
10. City Pardeeville		11. State WI	12. Zip Code 53954
13. County Columbia	14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village of: Pardeeville		15. Aldermanic District
16. Premises Phone 608-429-8026	17. Premises Email mecalkins123@gmail.com		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Downstairs Diner, small Dining area with counter top Alcohol will be stored inside and in garage			
20. Mailing Address (if different from premises address) PO Box 672			
21. City Pardeeville		22. State WI	23. Zip Code 53954
Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated	Location		Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location		Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Calkins	Michelle	owner	608-617-7440

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Calkins	First Name Michelle	M.I. E
Title owner	Email mecalkins123@gmail.com	Phone 608-617-7440
Signature Michelle Calkins		Date

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Individual Questionnaire

Date
04/18/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor)	TKTD LLC
2. Business Trade Name or DBA	The Kitchen Table Diner
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name	2. First Name	3. M.I.	
Calkins	Michelle	E	
4. Relationship to Business (Title)	5. Email	6. Phone	
Owner	mecalkins123@gmail.com	608-617-7440	
7. Home Address			
133 N main st			
8. City	9. State	10. Zip Code	11. Date of Birth
Pardeeville	WI	53954	08/19/1993
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance	
C425-5459-3799-05		WI	

Part C: Address History							
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">Years</td> <td style="border: none; text-align: center;">Months</td> </tr> <tr> <td style="border: none; text-align: center;">19</td> <td style="border: none;"></td> </tr> </table>	Years	Months	19	
Years	Months						
19							
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
W3284 Buffalo hills Rd	Pardeeville	WI	53954				
Previous Address 2	City	State	Zip Code				
W5989 Military Rd	Pardeeville	WI	53954				
Previous Address 3	City	State	Zip Code				
N6579 Pardeeville Rd	Pardeeville	WI	53954				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Columbia	WI	Marquette				
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature: <i>Michelle Colkin</i>	Date: 4/18/24
-----------------------------------	---------------

**Alcohol Beverage
Appointment of Agent**

Date 4/18/24

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <u>TKTD LLC</u>	
2. Business Trade Name or DBA <u>The Kitchen Table Diner</u>	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name <u>Calkins</u>	2. First Name <u>Michelle</u>	3. M.I. <u>E</u>	
4. Email <u>mecalkins123@gmail.com</u>		5. Phone <u>608-617-7440</u>	
6. Home Address <u>133 N main st</u>			
7. City <u>Pardeeville</u>	8. State <u>WI</u>	9. Zip Code <u>53954</u>	10. Age <u>30</u>
11. Drivers License/State ID Number <u>C425-5459-3799-05</u>		12. Drivers License/State ID State of Issuance <u>WI</u>	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Submit proof of completion.
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Calkins		First Name Michelle		M.I. E
Title Owner	Email mecalkins123@gmail.com		Phone 608-617-7440	
Signature Michelle Calkins			Date 4/18/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Calkins		First Name Michelle		M.I. E
Signature Michelle Calkins			Date 4/18/24	

Serving Alcohol

is proud to present this certificate to

Michelle Calkins

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL-DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code
WBKVAvyq4m

Date Issued
May 9th, 2024

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Michelle Calkins

Certification Date: May 9th, 2024

Certificate Code: WBKVAvyq4m

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Village of Pardeeville Application for an "Operator's" License

I, the undersigned, hereby make application to the local governing body of the Village of Pardeeville in Columbia County, for an "Operator's" License as provided by WI Statute 125.17, for the license year July 1, 2021 through June 30, 2022.

I certify that I am 18 years of age, and am familiar with the laws, ordinances, and regulations governing the sale and service of alcoholic beverages, and agree, if granted this license, to obey all provisions of local and state laws governing such sale and service.

Name Biese Thomas Henry Date of Birth _____
Last First Middle
 Drivers License # B420-8280-642-02 Social Security # _____
 Current Address 6015 Saddle Ridge, Portage, WI, 53901 Phone # _____
Street Address, City, State, Zip

List all prior addresses for the last 5 years:

Street Address	City	State	Zip	From	To
<u>6015 Saddle Ridge</u>	<u>Portage</u>	<u>WI</u>	<u>53901</u>	<u>2018</u>	<u>Present</u>

City and State where you were born: Deerfield, WI

Name of Employer's Business Johnny B's Rolling Smiles Phone # _____

HAVE you ever held an alcohol or operator's license from the Village of Pardeeville? Yes No

HAVE you ever held an alcohol or operator's license from another municipality/township? Yes No
 If Yes, specify where and when: _____

HAVE you EVER been convicted of ANY offenses in ANY State? Yes No

If Yes:
 For what? _____

When _____
 Which Court? _____

For what? _____

When _____
 Which Court? _____

HAVE you completed the state-required "Beverage Server" Course? Yes No. If yes, please provide a copy of the certificate of completion with this application. If No, we will issue a Provisional License for 60 days (if you pass the background check), within which time you must complete this course and provide the certificate of completion.

I hereby affirm that the above questions have been truthfully answered. I also authorize the Village of Pardeeville to review and check the information on this application and to refer this application for a full background investigation. I further understand that any incomplete, inaccurate or false answers will constitute sufficient reason for rejection, denial or revocation of the license.

Thomas Biese
 Applicant's Signature

06/20/2024
 Date

Received by office staff (does not need to be notarized):
 _____ day of _____ June, 20____ 24____

FEES: (Certified or Uncertified)

Operator's(C) - \$30.00 Cash Ck
 Temporary (T) \$10.00 Cash Ck
 Provisional (UC) - \$15.00 Cash Ck
 Background Check - \$10.00 Cash Ck

 Village Clerk or official signature

6/21/24
pd 10.00
cash

For Office Use:
 Approved _____ Rejected _____ at Village Board meeting on _____ Date _____ Background Check Confirmation # _____



CERTIFICATE OF COMPLETION

This certifies that

Thomas Bliese

is awarded this certificate for

Wisconsin Responsible Beverage Server Training

 Completion Date
06/19/2024

 Expiration Date
06/19/2026

 Certificate #
WI-00627731

Official Signature

A handwritten signature in black ink, appearing to read 'S. H. ...', written over a horizontal line.

This certificate is non-transferable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: **6/26/2024**

Report Date: **6/26/2024**

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **BLIESE, THOMAS H**

Date of Birth: **4/22/2006**

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling [\(608\) 266-7314](#). A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

NO RECORD FOUND

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau (CIB) therefore cannot guarantee that the response below pertains to the person in whom you are interested without a fingerprint submission.

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records that

are confidential by law. The results of this search are effective and current for the date of this search only. A new search should be submitted if an updated response is needed at a later time.



Village of Pardeeville

111 Lake Street
Pardeeville, WI 53954
Phone: 608-429-3121
FAX: 608-429-3714

SPECIAL EVENTS REVIEW APPLICATION

ENTITY/EVENT NAME: Pardeeville Watermelon Festival

EVENT DATE: September 7, 2024 RAIN DATE: None

CONTACT PERSON: Dick Depies or Todd Hepler PHONE: 608-697-0347/608-697-6198

EMAIL ADDRESS: toddhepler@hotmail.com

MAILING ADDRESS: P.O. Box 163, Pardeeville, WI 53954

ARE THERE ANY CO-SPONSORS? YES NO WHO?..

U.S. Watermelon Speed-Eating & Seed-Spitting Championships, Inc. & Pardeeville Lions CILLOCATION OF EVENT (area and/or address)

Chandler Park including, but not limited to, shelter 3, concession stand, basketball court, baseball diamond and outfield areas, bleachers, and other areas of park for vendors

FULL SCHEDULE/DESCRIPTION OF ALL EVENTS TAKING PLACE (can attach brochure or flyer)

Event begins at 9:30 a.m. and generally lasts until 4 p.m. (7 a.m. -Vendor setup. Concession stand preparations and Midway setup Friday. 9:30 a.m. -Midway games including bounce/slide combo with attendant (separate insurance) throughout the day; DJ ; Watermelon Carving/ Event registration begins at 10 a.m. Free children's Hay Dive at 11:30 a.m. Watermelon Events (Speed Eating to begin at 12 p.m. Seed Spitting to begin at 12:30 p.m.

DESCRIBE SECURITY PROTECTION (include police, fire, ambulance on call and location)

No need for additional police or fire protection is anticipated.

DESCRIBE EMERGENCY EVACUATION PLAN (in case of medical emergency, fire, weather, etc.)

This is an open-air event held annually in the park since 1968. There are no enclosed areas which would cause concerns for stampede or entrapment. The road around the park is always kept open for emergency traffic to allow exit from the park

ESTIMATED TOTAL IN ATTENDANCE PER DAY: 1,500

WILL THERE BE ANY VENDORS: YES NO

PLEASE LIST VENDORS BY PERSONAL NAME, ADDRESS, PHONE (include company name if available): List must be submitted to Village Clerk no later than 3 business days prior to the start of the event

These will be known shortly before the event

ENTITY MUST SUBMIT A CERTIFICATE OF LIABILITY INSURANCE (and answer the following):

INSURANCE COMPANY Secura Insurance - Brent Harris Agency

AMOUNT OF INSURANCE \$1 million commercial. general liability policy + separate policy for bounce house

PLEASE LIST ANY VILLAGE OWNED EQUIPMENT THAT YOU ARE REQUESTING (traffic cones, signs, barricades, etc.):

Walk-in dumpster to be placed at the SW corner of the ball fence (south of the concession stand). Apprx. 10 street barricades for hay dive area, 3-4 handicapped parking signs, Locate electricity and activate electrical outlets, additional trash cans and picnic tables (10-15) to be placed throughout area,.

PLEASE BE AWARE THAT YOU ARE RESPONSIBLE FOR RETURNING ALL OF THE BORROWED EQUIPMENT OR A REPLACEMENT FEE MAY BE CHARGED BACK TO YOUR ENTITY.

IF THERE ARE ANY FIREWORKS PLANNED YOU WILL NEED TO SUBMIT A SEPARATE FIREWORKS REVIEW APPLICATION.

PLEASE COMPLETE A DIAGRAM ON THE NEXT PAGE FOR THE SPECIAL EVENT OR SUBMIT A MAP WITH A ROUTE OR ANY OTHER NOTATIONS TO HELP EXPLAIN THE LAYOUT OF THE EVENT. INCLUDE ALL DISTANCES FROM STRUCTURES IN THE GENERAL AREA USED AND IF NECESSARY, SHOW A DIAGRAM OF THE STREETS AND AREAS WHERE SIGNS WILL BE PLACED AND INCLUDE ANY REQUESTS FOR LOCATION OF UTILITIES. PLEASE DO NOT PLACE ANY EVENT SIGNS IN THE VILLAGE RIGHT-OF-WAY.

Office Use:

Date Application Submitted: 6/26/24

Date of Village Board Approval: _____
 Date Sheriffs Dept. Notified: _____
 Date Fire Chief Notified: _____
 Date EMS Director Notified: _____
 Official Signature: _____

PLEASE DRAW DIAGRAM/MAP FOR SPECIAL EVENT (include all distances from structures in the general area and also show a diagram of the streets and areas where signs will be placed and include any requests for location of utilities) FEEL FREE TO USE ADDITIONAL PAGES.



FESTIVAL MAP

Chandler Park is located off Lake Street (Hwy 44N), on Chandler Park Drive. The drive is one-way and has a beach on the North end, along with a large playground. There are dedicated bathrooms just past the baseball diamond, as well as right next to the concession stand. The festival is held at pavilion three. There is parking along the road before the basketball courts and a few spots right by the pavilion.

Championship Events --
 Speed eating is located at the end of pavilion, with seed spitting on the green basketball court. The watermelon carving section is on the grass next to the pavilion.

Art & Craft Fair --
 Green areas show spaces for vendors. Parking behind your space is not allowed, except in certain areas of the outfield. Parking on the infield is not allowed.

Parking --
 Parking on the outfield is for event staff only, unless directly behind designated vendor spaces. There is dedicated handicap parking where noted. There are also two docks where you can park your boats within a reasonable walking distance to the festival grounds.

Map updated 2023-05-14

Sec. 24-85. - Sexting prohibited.

(a) *Definitions.* For the purpose of this section:

Nudity means the showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering; or the showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a noticeably erect state. A mother's breastfeeding of her baby does not under any circumstance constitute "nudity" irrespective of whether or not the nipple is covered during or incidental to feeding.

Harmful to minors means any reproduction, imitation, characterization, description, exhibition, presentation, or representation of whatever kind or form, depicting nudity, sexual conduct, or sexual excitement when it:

- (1) Predominantly appeals to an indecent, shameful, or morbid interest; and
- (2) Is blatantly offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conduct for minors; and
- (3) Taken as a whole, is without serious literary, artistic, political, or scientific value for minors.

Minor means any person under the age of 18 years.

(b) A minor commits the offense of sexting if he or she knowingly does any of the following:

- (1) Uses a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another person any photograph or video of any person which depicts nudity, as defined in this section, and is harmful to minors as defined in this section.
- (2) Possesses a photograph or video of any person that was transmitted or distributed by another person which depicts nudity, as defined above, and is harmful to minors, as defined above. A minor does not violate this paragraph if all of the following apply:
 - a. The minor did not solicit the photograph or video.
 - b. The minor took reasonable steps to report the photograph or video to a school or law enforcement official.
 - c. The minor did not transmit or distribute the photograph or video to a third party other than a law enforcement official.

(3) Uses a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another person any text message, correspondence or message of a sexual nature when it:

- a. Predominantly appeals to an indecent, shameful, or morbid interest;
- b. Is blatantly offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conduct for minors;
- c. Taken as a whole, is without serious literary, artistic, political, or scientific value for minors.

(4) Solicits the transmission or distribution of any text, correspondence, message, photograph or video from another minor that would be prohibited under this section.

(c) General Penalties:

a. 1st offense violators are subject to a \$250.00 forfeiture.

b. Any subsequent offense within a one year period upon conviction of the first violation shall be considered a second offense violation under General Penalty 1-14. 2nd offense violators are subject to a \$439.00 forfeiture.

**RESTATED ARTICLES OF ASSOCIATION AND BYLAWS OF
PARDEEVILLE FIRE PROTECTION DISTRICT
DRAFT – WITH LEGAL CHANGES - AMENDED 05/06/2024**

ARTICLE 1 – AUTHORIZATION

The Village of Pardeeville, a Wisconsin Municipality, and the Town of Marcellon, Town of Scott, and Town of Wyocena, (“the Municipalities”) all being body corporates, and all being situated in Columbia County, Wisconsin entered into an initial Agreement in 1972 for the purpose of forming an intergovernmental cooperation commission. The agreement formally established an association for the purpose of forming a Fire Protection District.

The initial Agreement was subsequently updated with the adoption of the Articles of Association and Bylaws in May of 2012. Those Articles of Association and Bylaws are now being replaced by these Restated Articles of Association and Bylaws. The revisions to the Bylaws include guidance related to loans, notes, mortgages, revenue bonds, leases and equipment purchases, pursuant to the provisions of Wisconsin Statutes sections 60.55, 60.555, 61.34, 66.0301 and 66.0609.

This Restated Bylaws replaces the references to Trustees, with Commissioners, as defined under Wisconsin Statutes, section 66.0301, to be known formally as the “Pardeeville Fire Protection District Commission”. As provided in Article 4 and Article 7, the affairs of the fire protection district will be administered by a Board of Commissioners, (“the Board”), replacing references to a Board Of Trustees.

ARTICLE 2 – NAME AND BOUNDARIES

Section A:

The name of this district shall be the Pardeeville Fire Protection District (“the District”). Its headquarters shall be in the Fire Station located in the Village of Pardeeville, Columbia County, Wisconsin. The fire fighting equipment shall be kept in this building, or in other locations as determined by the Board.

Section B:

The Pardeeville Fire Protection District shall consist of all property lying within the limits of the Village of Pardeeville, all property lying within the Township of Marcellon, Scott and Wyocena, as follows:

- Town Of Marcellon: All property lying in the township, Sections 1 thru 36 inclusive
- Town Of Scott: All property lying in Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32
- Town Of Wyocena: All property lying in Sections 1 thru 18, parts of Section 19, 20, 21, 22, 23, 24 lying north of State Road 16 to the Village of Wyocena limits, and north of County Hwy G from the Village of Wyocena limits to Springvale and Wyocena township lines

ARTICLE 3 – PURPOSE

The purpose of this District shall be to provide Fire Protection and Rescue Services for all persons and properties situated within the District boundaries by the joint and mutual supervision and funds of the Municipalities involved herein.

The common belief of the undersigned, that the benefits to them as a result of this Agreement, would be:

1. That greater protection against fire losses and more effective rescue services in the village and the townships can be secured by a joint ownership agreement and the joint purchase of necessary equipment.
2. That a more effective fire and rescue organization can be promoted by the joint and mutual cooperation of the said village and towns with the existing volunteer fire department of the Village of Pardeeville.
3. That the costs of protection can be more equitably shared by the village and townships herein involved.

ARTICLE 4 – BOARD OF COMMISSIONERS

Section A:

The management and control of the Pardeeville Fire Protection District shall rest in a Board of Commissioners ("the Board"). Two (2) members shall be appointed by the governing board of the Municipality in the District that has the highest total equalized valuation and one member shall be appointed by each of the governing boards of the other Municipalities who are part of the District. No Town Chairman or the Village President shall be eligible to serve as a Commissioner. No person acting as a fire fighter within the District shall be eligible to serve as a Commissioner.

Section B:

The terms of the Board of Commissioners shall be staggered and shall be for a period of five (5) years.

Section C:

Within 10 days of appointment of a new Commissioner, the clerk of the Municipality represented by the Commissioner shall certify such appointment, in writing, to the Secretary-Treasurer of the Pardeeville Fire Protection District.

Section D:

The Officers of the Pardeeville Fire Protection District shall consist of a President, Vice President and Secretary-Treasurer, all of whom shall be elected by the Board of Commissioners from among their members. The Officers shall serve for a term of (1) year from the date of the annual meeting of the District.

Section E:

The Board of Commissioners, upon a three-fifths (3/5) vote, may remove any officer for cause and may appoint such additional officers as they deem in the best interests of the District.

Section F:

Should a vacancy arise among the Board of Commissioners due to removal, retirement, death or otherwise, the governing body of the Municipality which said former commissioner represented, shall, by appointment, fill the vacancy. If a former commissioner was a Board officer, the Board of Commissioners shall elect a new officer from among their members to complete the former Board officer's term.

Section G:

The President shall preside at all meetings of the Board of Commissioners. He/she shall see that all orders and resolutions of the Board are carried into effect, may sign checks drawn on the accounts of the Pardeeville Fire Protection District and shall execute all contracts and agreements authorized by the Board. From time to time, he/she shall report to the Board all matters within his/her knowledge regarding the District. He/she shall perform such additional duties as may be prescribed from time to time by the Board. The President shall be entitled to vote on all issues before the Board.

Section H:

The Vice-President shall discharge the duties of the President in the event of his/her absence or disability and shall perform such additional duties as may be prescribed from time to time by the Board of Commissioners.

Section I:

The Secretary-Treasurer shall sign all checks drawn on the accounts of the Pardeeville Fire Protection District and shall countersign all contracts, and the important documents as authorized by the Board of Commissioners. He/she shall keep a correct and complete record of all proceedings of the District and shall keep an accurate account of all monies received and disbursed, following Generally Accepted Accounting Principles. He/she shall perform all general duties which are incident to all the offices of the Secretary-Treasurer, and subject to the directions of the Commissioners. The Secretary-Treasurer shall initiate an annual audit of the financial records of the District and submit a complete and detailed report of the financial condition of the District at the annual meeting. The Secretary-Treasurer of the District shall be bonded in such amount as shall be determined by a majority vote of the Board.

Section J:

The Board of Commissioners shall establish policies pertaining to the operation of the Board and shall provide general direction and establish general policies pertaining to the Pardeeville Fire Department. The internal operations of the Pardeeville Fire Department shall be the responsibility of said Fire Department, as long as they do not conflict with these Bylaws and policies duly established by the Board.

Section K:

The members of the Fire Department shall submit their recommendation for Fire Chief to the Board of Commissioners. That selection is the subject to confirmation by the Board. Once confirmed, the Board shall formally appoint the Fire Chief. The Fire Chief shall serve for term of two (2) years unless earlier removed, for cause, by action of the Board.

Section L:

The Board of Commissioners shall be responsible for insuring, and keeping in good repair, the fire station premises and equipment utilized by the Pardeeville Fire Department. The Board shall set general policies regarding the use of those premises. In regard to the use of the fire station premises, it is specifically provided in these Articles and Bylaws, due to liability considerations, that no alcoholic beverages of any kind, may be consumed in or on the fire station premises, except during any fundraising event(s) sponsored by the Pardeeville Fire Department, in which case a proper temporary license for that event shall be secured. Further, no illegal drugs may be used at any time or in any manner on the fire station premises.

ARTICLE 5 – MEETINGS

Section A:

All Pardeeville Fire Protection District meetings shall be held at the Fire Station located in the Village of Pardeeville, Columbia County, Wisconsin, unless an alternative meeting location is specifically approved by the Board of Commissioners, and properly noticed in accordance with Section E of this Article.

Section B:

All meetings of the Pardeeville Fire Protection District will be conducted following Robert’s Rules Of Order.

Section C:

There shall be an annual meeting of the Board of Commissioners to be held during the last week of February, with the actual date to be set by the Board. It shall be the duty of the President to give at least ten (10) days notice of such meeting by mailing to each Commissioner. In the event the President is unable to comply, the Vice President shall send notices of such meeting. The annual meeting shall consist of an election of officers and any other business to lawfully come before the Board.

Section D:

A special meeting of the Board of Commissioners may be held whenever called by the, President, or upon written direction of a majority of the Board. It shall be the duty of the President to give at least five (5) days notice of each meeting by mailing to each Commissioner such notice to state the purpose of said meeting. In the event of an emergency, such written notice may be waived by vote of four-fifths (4/5) of the Board, and a meeting held forthwith.

Section E:

A majority of the Board of Commissioners shall constitute a quorum for all purposes except as otherwise specifically provided by these Articles.

Section F:

Board meeting agendas will be posted at least 24 hours in advance at the Pardeeville Fire Station, the Pardeeville Village Hall, and the Town Halls of Marcellon, Scott and Wycena. The Board of Commissioners will receive meeting notices 48 hours in advance of any regularly scheduled meeting.

ARTICLE 6 – BUDGET AND FISCAL MATTERS

Section A:

The Board of Commissioners shall annually request the Pardeeville Fire Department submit a proposed budget for its operation starting the fiscal year beginning January 1st. The proposed District budget shall be submitted no later than October 1st of the preceding year, and upon receipt of same, a special meeting or meetings shall be called by the President to discuss, amend, enlarge or reduce the various items of said proposed budget and to make final approval of the same.

Section B:

No budget shall be submitted that will call for a tax of more than one mill on the equalized valuation of the different Municipalities. In the event of a catastrophe or some other reason, a budget calling for a tax of more than one (1) mill of the equalized valuation of the property in the District, shall be first presented to the governing bodies of the Municipalities of the District, and shall be levied only upon the unanimous approval of the governing bodies of the Municipalities within the District, it being intended that the governing body of each Municipality shall have one vote.

Section C:

For the particular purpose of presenting said proposed budget and for the additional purposes of acting as an Advisory Committee to the Board of Commissioners, the Pardeeville Fire Department shall name and appoint three (3) members of its department who shall serve as the only representatives of such fire department and all requests, suggestions, advice and problems shall be presented to the Board by said Advisory Committee who shall in all respects represent the said Pardeeville Fire Department.

Section D:

A proposed budget shall be adopted by a four-fifths (4/5) vote of the Board of Commissioners. The budget, as finally approved by the Board, shall be submitted to each Municipality within the District and the governing boards of such Municipalities may call upon the Board and the Advisory Committee of the Fire Department for a discussion of said budget, the reduction thereof or addition thereto. The members of the governing boards of the Municipalities within the District shall be invited to a meeting for the purpose of discussing the budget. A final budget shall be adopted upon the approval of the same by a simple majority of such Municipalities, it being that the governing board of each of the Municipalities shall have one vote.

Section E:

The annual budget of the Pardeeville Fire Protection District shall be funded by payments from the Municipalities in the District to the Board of Commissioners. The percentage of the annual budget and any other duly authorized expenditure to be paid by each Municipality shall be equal to that Municipality's percentage of the annual total equalized valuation within the District. This shall be calculated using the total equalized value within the District as published by the Wisconsin Department of Revenue. This equalized value calculation will be adjusted annually.

Section F:

The Municipalities within the District agree that Fire Dues, commonly referred to as "2% Dues" as defined in Wisconsin Statutes, section 101.573, shall be remitted to the District within thirty (30) days of receipt, annually. For Municipalities partially served by the District, the Municipalities agree to remit a percentage of the Fire Dues equal to the percentage of the Municipality's Equalized Value (exclusive of TID districts) in the protected area compared to the Municipality's total Equalized Value (exclusive of TID districts).

Section G:

The Board of Commissioners may establish policies and direct the Fire Chief, or his/her designee, to submit claims for reimbursements for fire and rescue services performed on County and State Trunk Highways, as described in section 60.557 of the Wisconsin Statutes. Monies collected under these claims shall be forwarded to the Secretary-Treasurer and be shown as revenue in the Board budget.

Section H:

The Board of Commissioners may establish policies and direct the Fire Chief, or his/her designee, to bill end users for assessment of costs of fire and rescue services, fire inspections, and any other services performed by the Fire Department, and shall be responsible for collecting the same. General policies regarding recovery of costs for services shall be established by the Board. The Board shall be responsible for hearing and determining appeals of the aggrieved persons in respect to any contested assessments. Further attempts to collect these assessments shall follow section 66.0627 of the Wisconsin Statutes. Monies collected under these assessments shall be forwarded to the Secretary-Treasurer and be shown as revenue in the Board budget.

ARTICLE 7 – POWERS OF THE BOARD OF COMMISSIONERS

Section A:

The Board of Commissioners shall have the exclusive power to purchase, lease, sell and dispose of, for the Pardeeville Fire Protection District, all of the property, equipment and supplies of the District, and upon such terms and conditions as they shall determine. The legal ownership of all property, equipment and supplies acquired by the District shall be held in the name of the Pardeeville Fire Protection District.

Section B:

The Board of Commissioners shall not, without prior written approval of a simple majority of the Municipalities, make or commit to any purchase or expenditure in excess of \$15,000 for the purpose of expanding equipment or facilities. This expenditure restriction shall not apply when replacing any existing equipment, as required due to condition or age, or to any expenditures required to maintain existing equipment or facilities.

Section C:

The Board of Commissioners shall have the power to execute, in the name of the Pardeeville Fire Protection District, all leases, notes, mortgages, and borrowing money by issuing revenue bonds, pursuant to Wisconsin Statutes, section 66.0621, or other evidences of indebtedness that it may incur on such terms as the Board may determine. Payments of the principal and interest on such obligations will be added to the annual budget of the District, as provided in Article 6. The repayment of revenue bonds is hereby guaranteed jointly and severally by the Municipalities, each which agree to levy sufficiently for this purpose, if necessary. Each Municipality shall pay its share of the debt service on all revenue obligations in the same manner and in the same proportion as each Municipality pays its share of the District budget.

Section D:

Any borrowing by the Board of Commissioners shall occur in accordance with generally accepted municipal borrowing practices. In addition to compliance with such practices, the Board’s authority to borrow shall be subject to the following limitations:

1. Any borrowing, loan or lease obtained directly by the Board shall require an affirmative resolution of all four (4) signatory Municipalities authorizing the borrowing, loan or lease.
2. Any borrowing, loan or lease obtained directly by the Board shall be made pursuant to provisions of Wisconsin Statutes section 66.0621, as amended from time to time.

ARTICLE 8 – COMPENSATION

The annual District meeting proceedings shall establish compensation for the Commissioners and Officers of the Pardeeville Fire Protection District and the employees of the Pardeeville Fire Department. This compensation requires approval by the majority vote of the electors at the annual District meeting. Payment of compensation shall be made from the general funds of the District.

ARTICLE 9 – ATTACHMENT AND DETACHMENT

Section A:

No attachment to or detachment from the Pardeeville Fire Protection District shall be considered by the Board of Commissioners until they shall have first consulted with the commissioners or other officers of the other fire district or territory where the property would be detached from or to which the property would be attached to.

Section B:

Additional territory may be considered for attachment to the Pardeeville Fire Protection District by the Board of Commissioners, provided the following conditions are met:

1. The proposed territory must be contiguous to the present existing boundaries of the District.
2. A favorable majority vote approving the annexation to the District by the Board of Commissioners.

Section C:

Territory may be detached from the Pardeeville Fire Protection District by a written petition to the District, by all legal owners of the lands to be detached, and upon the favorable vote of a majority of the Commissioners. Consent of the both legal owners and Commissioners must be secured for the detachment to be effective.

In the event of the detachment of any territory from the District, the detached territory shall not be entitled to any assets that the District may own or have in their possession or under their control at the time of said detachment.

Any proposed detachment shall not alleviate the portion detached from their responsibilities with respect to any pre-existing long-term indebtedness, including capital expenditures and debt service on any indebtedness, including revenue bonds of the District.

ARTICLE 10 – ADDITION OF NEW MUNICIPALITY

Section A:

In the event a new municipality should seek to join the District, the prospective new municipality shall only be admitted to the District after the following conditions are met:

1. The proposed addition of a new municipality must be contiguous to the present existing boundaries of the District.
2. No addition of a prospective municipality to the Pardeeville Fire Protection District shall be considered by the Board of Commissioners until they shall have first consulted with the commissioners or other officers of the other fire district or territory currently providing fire protection services to the prospective municipality.
3. The prospective new municipality shall be required present the Board of Commissioners a formal resolution from their governing board, agreeing to purchase the portion of District's property and equipment and assume responsibility for the portion of any outstanding debt obligations equivalent to the percentage of equalized valuation of the portion of the municipality requesting to join the District.
4. An affirmative majority vote of the Board of Commissioners approving the addition of the prospective municipality to the District.

Section B:

Upon Board approval of the addition of the new municipality to the District, this Agreement will need to be renegotiated. The Agreement will need to address items such as boundaries, Board of Commissioners composition, and other aspects of the Articles of Association and the ByLaws that would likely be affected by the addition of a new municipality.

ARTICLE 11 – WITHDRAWAL

In deference to the complexities of this intergovernmental agreement and the critical nature of the services being provided, a signatory to this Agreement may, at any time after having given a minimum of three hundred sixty-four (364) days notice to the Secretary-Treasurer of the Board, withdraw from this Agreement, ("Withdrawal Notice"). The length of the Withdrawal Notice may be shortened upon mutual agreement between the District and the withdrawing Municipality. Such withdrawal will not alleviate said withdrawing Municipality from its responsibility to pay its pro-rated share of any pre-existing indebtedness incurred by the District. Said withdrawing Municipality shall also forfeit its interest in and to the assets of the District.

In the event that a Municipality withdraws from this agreement, the withdrawing Municipality shall remain responsible for its proportionate share of the District's costs, including capital expenditures and debt service on any indebtedness, such as revenue bonds. The withdrawing party shall not be entitled to any compensation, nor may it recoup any of its previous contributions to capital or any other expenses.

If a Municipality withdraws from the District and this Agreement, those Municipalities that wish to continue in the District will have the opportunity to renegotiate the terms of this Agreement.

ARTICLE 12 – DISSOLUTION

In the event all of the Municipalities should choose to dissolve the Pardeeville Fire Protection District at any future date, upon action of said Municipalities, the Pardeeville Fire Protection District shall be dissolved and the respective properties and equipment transferred to and held by the Fire Department shall immediately be appraised or evaluated. Each of the participating Municipalities shall receive a percentage based on their total equalized valuation compared to the total equalized valuation of the entire District at that time, either in the form of property and equipment or in a monetary payment.

Each Municipality shall remain responsible for its proportionate share of the District's costs, including capital expenditures and debt service on any indebtedness, including revenue bonds.

This intergovernmental agreement may be terminated and the District dissolved only upon unanimous vote of all four (4) the signatory Municipalities.

ARTICLE 13 – AMENDMENTS

The Board of Commissioners may from time to time, by a vote of a majority of the commissioners, make, alter, amend and rescind all or any of the Articles and Bylaws of the Pardeeville Fire Protection District, subject, however to the approval of the same by unanimous vote of all four (4) the signatory Municipalities within the District. The governing board of each Municipality shall have one (1) vote. The President shall give written notice to members of the Board of Commissioners of any meeting at which amendments are to be discussed and voted upon.

ARTICLE 14 – BINDING EFFECT

This agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them, for as long as any revenue bonds or other debt instruments, including those issued by USDA/Rural Development or successors, remain outstanding. No withdrawal by a Municipality, change in territory, or other revision to or amendment of this agreement will be permitted during this period, except with the express written consent of the holders of outstanding revenue bonds or other debt instruments issued by the District. This agreement shall remain in effect until such time as changed or rescinded pursuant to the provisions of this agreement.

This agreement replaces all previous agreements between all parties or any of them relating to fire protection services in the District and all previous agreements are rescinded and replaced.

ARTICLE 15 – MISCELLANEOUS

The undersigned hereby set their hands and seals, hereby approving and formally adopting these amended articles and Bylaws of the Pardeeville Fire Protection District, pursuant to the specific authority and direction of their respective governing boards.

VILLAGE OF PARDEEVILLE

BY: _____

Village President

Dated: _____

BY: _____

Village Clerk

TOWN OF MARCELLON

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

TOWN OF SCOTT

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

TOWN OF WYOCENA

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

**ARTICLES OF ASSOCIATION AND BYLAWS OF
PARDEEVILLE FIRE PROTECTION DISTRICT
FINAL DRAFT --- AMENDED 02/22/2024 --- FINAL DRAFT**

ARTICLE 1 – AUTHORIZATION

The Village of Pardeeville, a Wisconsin Municipality, and the Town of Marcellon, Town of Scott, and Town of Wyocena, (“the Municipalities”) all being body corporates, and all being situated in Columbia County, Wisconsin entered into an initial Agreement in 1972 for the purpose of forming an intergovernmental cooperation commission. The agreement formally established an association for the purpose of forming a Fire Protection District.

This agreement replaces the previous Articles of Association and Bylaws, updated in 05/2012. The revisions to the Bylaws include guidance related to loans, notes, mortgages, revenue bonds, leases and equipment purchases, pursuant to the provisions of Wisconsin Statutes sections 60.55, 60.555, 61.34, 66.0301 and 66.0609.

This agreement further hereby formally creates a commission under Wisconsin Statutes, section 66.0301, to be known as the “Pardeeville Fire Protection District Commission”. As provided in Article 4 and Article 7, the affairs of the District shall be administered by a Board of Commissioners.

ARTICLE 2 – NAME AND BOUNDARIES

Section A:

The name of this association shall be the Pardeeville Fire Protection District (“the District”). Its headquarters shall be in the Fire Station located in the Village of Pardeeville, Columbia County, Wisconsin. The fire fighting equipment shall be kept in the building used for this purpose.

Section B:

The Pardeeville Fire Protection District shall consist of all property lying within the limits of the Village of Pardeeville, all property lying within the Township of Marcellon and those properties in the Township of Scott and Township of Wyocena lying within the Pardeeville Fire Protection District, (code F011), according to Columbia County Land Records.

ARTICLE 3 – PURPOSE

The purpose of this association shall be to provide Fire Protection and Rescue Services for all persons and properties situated within the District boundaries by the joint and mutual supervision and funds of the Municipalities involved herein.

The common belief of the undersigned, that the benefits to them as a result of this Agreement, would be:

1. That greater protection against fire losses and more effective rescue services in the village and the townships can be secured by a joint ownership agreement And the joint purchase of necessary equipment.
2. That a more effective fire and rescue organization can be promoted by the joint and mutual cooperation of the said village and towns with the existing volunteer fire department of the Village of Pardeeville.
3. That the costs of protection can be more equitably shared by the village and townships herein involved.

ARTICLE 4 – BOARD OF COMMISSIONERS

Section A:

The management and control of the Pardeeville Fire Protection District shall rest in a Board of Commissioners (“the Board”). Two (2) members shall be appointed by the governing board of the Municipality in the District that has the highest total equalized valuation and one member shall be appointed by each of the governing

boards of the other Municipalities who are part of the District. No Town Chairman or the Village President shall be eligible to serve as a Commissioner. No person acting as a fire fighter within the District shall be eligible to serve as a Commissioner.

Section B:

The terms of the Board of Commissioners shall be staggered and shall be for a period of five (5) years.

Section C:

Within 10 days of appointment of a new Commissioner, the clerk of the Municipality represented by the Commissioner shall certify such appointment, in writing, to the Secretary of the Pardeeville Fire Protection District.

Section D:

The Officers of the Pardeeville Fire Protection District shall consist of a President, Vice President and Secretary-Treasurer, all of whom shall be elected by the Board of Commissioners from among their members, and they shall hold office for a term of (1) year from the date of the annual meeting of the District.

Section E:

The Board of Commissioners, upon a three-fifths (3/5) vote, may remove any officer for cause and may appoint such additional officers as they deem in the best interests of the District.

Section F:

Should a vacancy arise among the officers or Board of Commissioners, due to removal, retirement, death or otherwise, the governing body of the Municipality which said former officer or commissioner represented, shall, by appointment, fill said vacancy.

Section G:

The President shall preside at all meetings of the Board of Commissioners and shall see that all orders and resolutions of the Board are carried into effect, He/she may sign checks drawn on the accounts of the Pardeeville Fire Protection District and shall execute all contracts and agreements authorized by the Board. From time to time he/she shall report to the Board all matters within his/her knowledge regarding the District. He/she shall perform such additional duties as may be prescribed from time to time by the Board. The president shall be entitled to vote on all issues before the Board.

Section H:

The Vice-President shall discharge the duties of the President in the event of his/her absence or disability and shall perform such additional duties as may be prescribed from time to time by the Board of Commissioners.

Section I:

The Secretary-Treasurer may sign all checks drawn on the accounts of the Pardeeville Fire Protection District and shall countersign all contracts, and the important documents as authorized by the Board of Commissioners. He/she shall keep a correct and complete record of all proceedings of the District and shall keep an accurate account of all monies received and disbursed. He/she shall perform all general duties which are incident to all the offices of the Secretary-Treasurer, and subject to the directions of the Commissioners. He/she is responsible for submitting a complete and detailed report of the financial condition of the District at the annual meeting. The Secretary-Treasurer of the District shall be bonded in such amount as shall be determined by a majority vote of the Board.

Section J:

The Board of Commissioners shall establish policies pertaining to the operation of the Board and shall provide general supervision and establish general policies pertaining to the Fire Department. The internal operations of the Fire Department shall be the responsibility of said Fire Department, as long as they do not conflict with these Bylaws and policies duly established by the Board.

Section K:

The members of the Fire Department shall submit their recommendation for Fire Chief to the Board of Commissioners, That selection to the subject to confirmation by the Board. Once confirmed, the Board shall formally appoint the Fire Chief. The Fire Chief shall serve for term of two (2) years unless earlier removed, for cause, by action of the Board. Other elected officers of the Fire Department shall be elected as provided under the Bylaws of the Fire Department, subject to the confirmation by the Board.

Section L:

The Board of Commissioners shall be responsible for insuring, and keeping in good repair, the fire station premises to be utilized by the Fire Department, and the Board shall set general policies regarding the use of those premises. In regard to the use of the fire station premises, however, it is specifically provided in these Articles and Bylaws, due to liability considerations, that no alcoholic beverages of any kind, may be consumed in or on the fire station premises except during any fundraising event(s) sponsored by the Fire Department, in which case a proper temporary license for that event shall be secured by the Fire Department. Further, no illegal drugs may be used at any time or in any manner on the fire station premises.

ARTICLE 5 – MEETINGS

Section A:

All Pardeeville Fire Protection District meetings shall be held at the Fire Station located in the Village of Pardeeville, Columbia County, Wisconsin, unless an alternative meeting location is specifically approved by the Board of Commissioners, and properly noticed in accordance with Section E of this Article.

Section B:

There shall be an annual meeting of the Board of Commissioners to be held during the last week of February, actual date to be set by the Board, and it shall be the duty of the President to give at least ten (10) days notice of such meeting by mailing to each Commissioner. In the event the President is unable to comply, the Vice President shall send notices of such meeting. The annual meeting shall consist of an election of officers and any other business to lawfully come before the Board.

Section C:

A special meeting of the Board of Commissioners may be held whenever called by the, President, or upon written direction of a majority of the Board. It shall be the duty of the President to give at least five (5) days notice of each meeting by mailing to each Commissioner such notice to state the purpose of said meeting. In the event of an emergency, such written notice may be waived by vote of four-fifths (4/5) of the Board, and a meeting held forthwith.

Section D:

A majority of the Board of Commissioners shall constitute a quorum for all purposes except as otherwise specifically provided by these Articles.

Section E:

Board meeting agendas will be posted at least 24 hours in advance at the Pardeeville Fire Station, the Pardeeville Village Hall, and the Town Halls of Marcellon, Scott and Wyocena. The Board of Commissioners will receive meeting notices 48 hours in advance of any regularly scheduled meeting,

ARTICLE 6 – FISCAL AND BUDGET MATTERS

Section A:

The Board of Commissioners shall annually request the Pardeeville Fire Department submit a proposed budget for its operation starting the fiscal year beginning January 1st. The proposed District budget shall be submitted no later than October 1st of the preceding year, and upon receipt of same, a special meeting or meetings shall be called by the President to discuss, amend, enlarge or reduce the various items of said proposed budget and to make final approval of the same.

Section B:

No budget shall be submitted that will call for a tax of more than one mill on the equalized valuation of the different Municipalities. In the event of a catastrophe or some other reason, a budget calling for a tax of more than one (1) mill of the equalized valuation of the property in the District, shall be first presented to the governing bodies of the Municipalities of the District, and shall be levied only upon the unanimous approval of the governing bodies of the Municipalities within the District, it being intended that the governing body of each Municipality shall have one vote.

Section C:

For the particular purpose of presenting said proposed budget and for the additional purposes of acting as an Advisory Committee to the Board of Commissioners, the Pardeeville Fire Department shall name and appoint three (3) members of its department who shall serve as the only representatives of such fire department and all requests, suggestions, advice and problems shall be presented to the Board by said Advisory Committee who shall in all respects represent the said Pardeeville Fire Department.

Section D:

A proposed budget shall be adopted by a four-fifths (4/5) vote of the Board of Commissioners. The budget, as finally approved by the Board, shall be submitted to each Municipality within the District and the governing boards of such Municipalities may call upon the Board and the Advisory Committee of the Fire Department for a discussion of said budget, the reduction thereof or addition thereto. The members of the governing boards of the Municipalities within the District shall be invited to a meeting for the purpose of discussing the budget. A final budget shall be adopted upon the approval of the same by a simple majority of such Municipalities, it being that the governing board of each of the Municipalities shall have one vote.

Section E:

The annual budget of the Pardeeville Fire Protection District shall be funded by payments from the Municipalities in the District to the Board of Commissioners. The percentage of the annual budget and any other duly authorized expenditure to be paid by each Municipality shall be equal to that Municipality's percentage of the annual total equalized valuation within the District. This shall be calculated using the total equalized value within the District as published by the Wisconsin Department of Revenue. This equalized value calculation will be adjusted annually.

Section F:

The Municipalities within the District agree that Fire Dues, commonly referred to as "2% Dues" as defined in Wisconsin Statutes, section 101.573, shall be remitted to the District within thirty (30) days of receipt, annually. For Municipalities partially served by the District, the Municipalities agree to remit a percentage of the Fire Dues equal to the percentage of the Municipality's Equalized Value (exclusive of TID districts) in the protected area compared to the Municipality's total Equalized Value (exclusive of TID districts).

ARTICLE 7 – POWERS OF THE BOARD OF COMMISSIONERS

Section A:

The Board of Commissioners shall have the exclusive power to purchase, lease, sell and dispose of, for the Pardeeville Fire Protection District, all of the property, equipment and supplies of the District, and upon such terms and conditions as they shall determine. The legal ownership of all property acquired by the District shall be held in the name of the Pardeeville Fire Protection District.

Section B:

The Board of Commissioners shall not, without prior written approval of a simple majority of the Municipalities, make or commit to any purchase or expenditure in excess of \$15,000 for the purpose of expanding equipment or facilities. This expenditure restriction shall not apply when replacing any existing equipment, as required due to condition or age, or to any expenditures required to maintain existing equipment or facilities.

Section C:

The Board of Commissioners shall have the power to execute, in the name of the Pardeeville Fire Protection District, all leases, notes, mortgages, and borrowing money by issuing revenue bonds, pursuant to Wisconsin Statutes, section 66.0621, or other evidences of indebtedness that it may incur on such terms as the Board may determine. Payments of the principal and interest on such obligations will be added to the annual budget of the District, as provided in Article 6. The repayment of revenue bonds is hereby guaranteed jointly and severally by the Municipalities, each which agree to levy sufficiently for this purpose, if necessary. Each Municipality shall pay its share of the debt service on all revenue obligations in the same manner and in the same proportion as each Municipality pays its share of the District budget.

Section D:

Any borrowing by the Board shall occur in accordance with generally accepted municipal borrowing practices. In addition to compliance with such practices, the Board’s authority to borrow shall be subject to the following limitations:

1. Any borrowing, loan or lease obtained directly by the Board shall require an affirmative resolution of all four (4) signatory Municipalities authorizing the borrowing, loan or lease.
2. Any borrowing, loan or lease obtained directly by the Board shall be made pursuant to provisions of Wisconsin Statutes section 66.0621, as amended from time to time.

ARTICLE 8 – COMPENSATION

All compensation to be paid to the Commissioners and officers or the employees of the Pardeeville Fire Protection District shall be determined by the majority vote of the Board of Commissioners, and payment of same shall be made from the general funds of the District.

ARTICLE 9 – ATTACHMENT AND DETACHMENT

Section A:

Additional territory may be added to the Pardeeville Fire Protection District by the Board of Commissioners here in after provided for in these articles upon the following conditions:

1. The proposed territory must be contiguous to the present existing boundaries of the District.
2. A favorable vote, in favor of the annexation, for fire protection purposes, shall be by a majority of the Commissioners as hereafter constituted.
3. In the event any additional Municipality would seek to join the District, then each new Municipality shall be required to purchase the portion of District’s property and equipment which is equivalent to the equalized valuation of the portion of said Municipality joining the District. The said Municipality shall only be admitted to the District upon fulfillment of the criteria in this section.

Section B:

Territory may be detached from the Pardeeville Fire Protection District by a written petition therefor to the District, by all legal owners of the lands to be detached, and upon the favorable vote of a majority of the Commissioners, it being understood that the consent of both owners and Commissioners, must be secured for the detachment to be effective. In the event of the detachment of any territory from the District, then the detached territory shall not be entitled to any assets that the District may own or have in their possession or under their control at the time of said detachment. Any proposed detachment shall not alleviate the portion detached from their responsibilities with respect to pre-existing long-term indebtedness, including capital expenditures and debt service on any indebtedness, including revenue bonds of the District.

Section C:

No addition or detachment from the Pardeeville Fire Protection District shall be finally determined by the Commissioners until they shall have first consulted with the Commissioners or other officers of the District or territory from which the lands are to be detached or to which they are to be added.

Section D:

In deference to the complexities of this intergovernmental agreement and the critical nature of the services being provided, a signatory to this Agreement may, at any time after having given a minimum of three hundred sixty-four (364) days notice to the Secretary-Treasurer of the Board, withdraw from this Agreement, ("Withdrawal Notice"). The length of the Withdrawal Notice may be shortened upon mutual agreement between the District and the withdrawing Municipality. Such withdrawal will not alleviate said withdrawing Municipality from its responsibility to pay its pro-rated share of any pre-existing indebtedness incurred by the District. Said withdrawing Municipality shall also forfeit its interest in and to the assets of the District.

ARTICLE 10 – DISSOLUTION

In the event the Town Boards and Village Board should dissolve the Pardeeville Fire Protection District at any future date, upon action of said Village Board and the Town Boards, then the Pardeeville Fire Protection District shall be dissolved and the respective properties and equipment transferred to and held by the Fire Department shall immediately be appraised or evaluated. Upon sale, each of the participating Municipalities shall receive that portion of the whole total that their equalized evaluation is to the entire equalized valuation of the District at that time.

This intergovernmental agreement may be terminated only upon unanimous vote of all four (4) the signatory Municipalities. In the event that one party withdraws from this agreement without the consent of the other parties, the withdrawing party shall remain responsible for its proportionate share of the District's costs, including capital expenditures and debt service on any indebtedness, including revenue bonds. The withdrawing party shall not be entitled to any compensation, nor may it recoup any of its previous contributions to capital or any other expenses.

ARTICLE 11 – AMENDMENTS

The Board of Commissioners may from time to time, by a vote of a majority of the commissioners, make, alter, amend and rescind all or any of the Articles and Bylaws of the Pardeeville Fire Protection District, subject, however to the approval of the same by unanimous vote of all four (4) the signatory Municipalities within the District. The governing board of each Municipality shall have one (1) vote. The President shall give written notice to members of the Board of Commissioners of any meeting at which amendments are to be discussed and voted upon.

ARTICLE 12 – BINDING EFFECT

This agreement shall absolutely bind the Municipalities and shall continue in full force and effect as to each of them, for as long as any revenue bonds or other debt instruments, including those issued by Rural Development, USDA, or successors, remain outstanding. No withdrawal by a Municipality, change in territory, or other revision to or amendment of this agreement will be permitted during this period, except with the express written consent of the holders of outstanding revenue bonds or other debt instruments issued by the District. This agreement shall remain in effect until such time as changed or rescinded pursuant to the provisions of this agreement.

This agreement replaces all previous agreements between all parties or any of them relating to fire protection services in the District and all previous agreements are rescinded and replaced.

ARTICLE 13 – MISCELLANEOUS

The undersigned hereby set their hands and seals, hereby approving and formally adopting these amended articles and Bylaws of the Pardeeville Fire Protection District, pursuant to the specific authority and direction of their respective governing boards.

VILLAGE OF PARDEEVILLE

BY: _____

Village President

Dated: _____

BY: _____

Village Clerk

TOWN OF MARCELLON

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

TOWN OF SCOTT

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

TOWN OF WYOCENA

BY: _____

Town Board Chairperson

Dated: _____

BY: _____

Town Clerk

Changes made to clarify and expand on items in the 02/22/2024 Bylaws document...

Article 2 – Section B

District boundaries defined

Article 4 – Section I

Added language for annual audit

Article 5 – Section B

Added Robert’s Rules for conducting meetings

Article 6 – Section G & H

Added language providing authorization for fees and recovery of Hwy costs should we choose

Article 10 – Section A & B

Moved language out of Attachment and Detachment Article

I also made a number of changes and additions in an attempt to address the feedback from the District’s attorney and the Village Of Pardeeville’s attorney. The attorneys were sent the Draft ByLaws document dated 02/22/2024 that all of you received as well.

Feedback from Pardeeville Fire Protection District’s Attorney

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March 6, 2024

Pardeeville Fire Protection District Attn: Tom Steele

110 3<sup>rd</sup> Street

Pardeeville, WI 53954

RE: Pardeeville Fire Protection District/Articles of Assn. & Bylaws

Our File No. 10,301.03

Dear Tom,

On behalf of the Pardeeville Fire Protection District, you have asked me to review the proposed Articles of the Association and Bylaws and provide my comments. Those comments are set forth below.

In the first paragraph of Article1, it notes that the Fire District was created through an Intermunicipal Agreement in 1972. It should then note that the 1972 Agreement was subsequently updated through the adoption of the Articles of Association and Bylaws in May of 2012 and those Articles of Association and Bylaws are now being replaced by these Restated Articles of Association and Bylaws. I recommend that, accordingly, this document be entitled "Restated Articles of Association and Bylaws of the Pardeeville Fire Protection District."

^^^ Changed in Heading and ARTICLE 1

Article 2, Section B, refers to the Fire District covering all of Pardeeville and a portion of the Towns of Marcellon, Scott and Wycena. In defining those boundaries, it refers to Columbia County Land Records. Instead, in this Agreement or in any addendum to the Agreement, those areas of those townships that are within the Fire District should be described, rather than having the general reference to Columbia County Land Records. Land Records should follow the boundaries set in your Agreement, rather than your Agreement simply referring to the Land Records site.

^^^ Changed in ARTICLE 2 – Section B

In Article 4, Section F, it addresses a vacancy "among the officers or Board of commissioners." A vacancy on the Board should be filled by the governing body of the municipality which the former commissioner represented, as noted in Section A. However, officers of the commission are elected by the Board of Commissioners (Section D) and accordingly, if there is a vacancy in an officer position, it should be filled by the Board of Commissioners.

^^^ Changed in ARTICLE 4 – Section F

Article 4 and Article 5, deal with the operation of the Board of Commissioners. Usually there is a reference that the Board will utilize *Robert's Rules of Order* in its proceedings. I would suggest that a provision be added to that effect.

^^^ Added in ARTICLE 5 – Section B

Also, under Article 4, it does not address whether the members of the Board of Commissioners will receive any compensation. That should also be addressed.

^^^ Added in ARTICLE 8

Further, there is often a provision that there will be an audit every two or three years. That is also a provision which the Board should consider.

^^^ Added in ARTICLE 4 – Section I

Lastly, in regard to Article 4, there is no reference in regard to the billing for the district. I am assuming that the Fire District does the billing and I would recommend that a provision to that effect be included in this Agreement.

^^^ Added in ARTICLE 6 – Section G and Section H

In Section L of Article 4, there is reference to the Board of Commissioners keeping the fire station and premises insured and in good repair. It does not mention the equipment. I am assuming the equipment will also be kept insured and in good repair by the Fire District and accordingly, I am suggesting the language in Section L be revised accordingly.

^^^ Added in ARTICLE 4 – Section L

Article 9, Section D and part of the second paragraph in Article 10, both deal with the withdrawal of a municipality. I recommend that those withdrawal provisions be included together in a separate Article and further provide that if a municipality withdraws, then those municipalities that wish to continue in the District have the opportunity to renegotiate the terms of this Agreement.

^^^ Moved to ARTICLE 11

As to the Article 10 provisions on dissolution, I believe they need further drafting work and clarification. In that Article, the first paragraph refers to it as a "dissolution." The second paragraph refers to it as "termination." It should be consistently referred to as a "dissolution." That Article appropriately provides for the assets to be appraised, but not all of the equipment would be sold. Undoubtedly, the Village would want to retain at least a portion of the equipment. This Article should provide for each municipality, upon dissolution of the District, to receive its proportionate share of the value of the District's assets, either in equipment or in a monetary payment.

^^^ Moved to ARTICLE 12

These are my general comments in regard to the Agreement. I would be happy to explain any of these comments further and to answer any questions which you may have for me in regard to the matters covered in this letter. Likewise, I would be happy to draft revised language for you, pursuant to your direction, on the points covered in this letter.

I appreciate the opportunity to have provided these comments and will look forward to hearing from you.

Miller & Miller, LLC

Feedback from the Village Of Pardeeville's Attorney

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From: Paul A. Johnson <pjohnson@boardmanclark.com>
Sent: Wednesday, March 13, 2024 8:48 AM
To: Denise Vater <clerk-treasurer@villageofpardeeville.net>
Cc: Austen Frederickson <dpw@villageofpardeeville.net>
Subject: RE: Pardeeville Fire Protection District - Final Draft of Updated Bylaws

Good Morning:

I reviewed the proposed Bylaws and have several comments. I understand the Village and the three towns have agreed to create a joint fire protection arrangement and that is good. This agreement attempts to provide guidance for the intergovernmental agreement between

the municipalities, and also attempts to provide rules for the operation of the Fire Commission. Usually this is accomplished by two separate documents. By combining into one document there is some mixup of terms, responsibilities and obligations. I will try to sort this out and then offer some suggestions.

^^^ Not sure attorney Johnson understood that an agreement has been in place since 1972.

As a general rule, the municipalities enter into an agreement to create a Fire District. The Fire District in Article 2 should be defined by geographic boundaries and if there is only part of a Town included in the district, that area should be defined by metes and bounds or sections or by a map instead of using the county land records. The District is governed by a Board of Commissioners. The Board has the powers given to it by the municipalities pursuant to the terms of this agreement. The Fire Department in this case is a separate stand alone entity that agrees to provide fire protection services to the District.

^^^ Added to ARTICLE 2 – Section B

In article 1, the first paragraph should be clarified to show the entities are creating a Fire Protection District.

^^^ Not sure attorney Johnson understood that an agreement has been in place since 1972.

In article 2, section A should be clarified to provide the equipment will be stored at the Fire station or other location as determined by the Board. Section B should better define the parts of Scott and Wyocena that are in the District. As an aside, the Fire Department is currently located on two parcels in the Village that are owned by entities with different names. It appears that both are intended to be owned by the Fire District, but it would be a good idea to get everything titled in the official name of the District.

^^^ Changed in ARTICLE 2 – Section A and Section B

In article 3, and throughout the document, I suggest changing the term association to District.

^^^ Changed in document

In article 3F, if there is a vacancy on the Board, it should be filled by the municipality. If there

is a vacancy in an officer position, it should be filled by the Board to be consistent with section D.

^^^ Changed in ARTICLE 4 – Section F

I article 3I, do you want the secretary to sign all checks? It currently says may and it would be better to either require it or not require it.

^^^ Changed in ARTICLE 4 – Section I

I suggest removing the last sentence of article 3K. the Board does appoint the Fire Chief, but should not have confirmation power of the other officers.

^^^ Changed in ARTICLE 4 – Section K

In Article 9A, should the municipalities need to approve the addition of new territory to the District?

^^^ Changed in ARTICLE 9 – Section B

Also in paragraph 3, should the contribution of the new territory be equal to the percentage of equalized valuation.

^^^ Added in ARTICLE 10 – Section A

Similarly in section B should the municipalities be required to approve detachment issues?

^^^ Changed in ARTICLE 9 – Section C

ORDINANCE NO. 24-XX

AN ORDINANCE ~~TO AMENDING~~ SECTIONS 2-26 AND 2-65 OF THE VILLAGE OF PARDEEVILLE CODE OF ORDINANCES CONCERNING THE PROCESS FOR ADDING ITEMS TO COMMITTEE AND BOARD AGENDAS

The Village Board of the Village of Pardeeville, Columbia County, Wisconsin, do ordain as follows:

1. Amend Section 2-26 of the Village of Pardeeville Code of Ordinances to include the following:

(d) *Agenda Items*: Agenda items for Committees and Boards ~~meetings may shall~~ be requested by the Village Board, Village President, the Committee Chairperson, any two trustees, any two ~~committee~~ members of the particular committee, and a Department Heads. All agenda items for consideration at a committee meeting shall be submitted to the chairperson or their designee, and the Chairperson or their designee shall make the final decision to place an item on the agenda.

2. Amend Section 2-65 of the Village of Pardeeville Code of Ordinances to include the following:

(c) *Agenda Items*: Agenda items for the Village Board ~~meeting may shall~~ be requested by the Village President, any two trustees, as referred by a committee by its Chairperson or, and by a Department Heads. All agenda items for consideration shall be determined by the Village President. submitted to the chairperson or their designee

Adopted this ____ day of _____, 2024

Signed: _____

Michael Haynes, Village President

(Published/Posted):

(Approved, Vetoed):

Attest: _____

Craig Abegglen, Interim Village Clerk