

PO Box 159
242 Fredonia Avenue
Fredonia, WI 53021
Phone: 262-692-9125
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Administrator: Christophe Jenkins
admin@fredoniawi.gov
Clerk: Michelle T. Johnson
clerk@fredoniawi.gov
Treasurer: Melissa Depies
treasurer@fredoniawi.gov

AGENDA

FREDONIA VILLAGE BOARD MEETING
Thursday, April 4th, 2024 at 7:00 PM
Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

**THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD
FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION
AND POSSIBLE FORMAL ACTION**

1. Call to Order
2. Pledge of Allegiance / Roll Call
3. Public Comments
Please note public comments are limited to five minutes per person
4. Consent Agenda:
 - a) Approve Minutes of March 21st, 2024 Village Board Meeting
 - b) Approve General Fund, Water and Sewer Invoices
5. Presentations
 - a) Presentation of a Proclamation Recognizing Mya Delleree for Outstanding Citizenship
 - b) Presentation of Oath of Office to Marshal Leet
6. Items for Discussion and/or Action
 - a) Motion to Approve Resolution 2024-03, a Resolution Expressing Appreciation for Michael Davel's Years of Service.
 - b) Motion to Approve the Intergovernmental Agreement for the Management of Fredonia Government Center.
 - c) Motion to Approve Updated Fees for Board Room and Committee Room Rentals.
7. Motion to Adjourn into Closed Session Pursuant to WI State Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed

session. Consideration of Offer to Purchase a Portion of Parcel # 090351300400, Located in TID # 3.

8. Adjourn into Open Session
9. Correspondence
10. Items for Future Consideration by Village Board
11. Adjournment

UPCOMING MEETINGS:

- Village Board – April 18th, 2024
- Village Board Organizational Meeting- April 18th, 2024
- Planning Commission- April 8th, 2024
- Board of Review Meeting to Adjourn- May 2nd, 2024
- Open Book- May 15th, 2024

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the village clerk at (262) 692-9125.

Michelle Johnson is inviting you to a scheduled Zoom meeting.

Topic: Village Board of Trustees
Time: Apr 4, 2024 07:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85096490660>

Meeting ID: 850 9649 0660

One tap mobile
+16469313860,,85096490660# US
+19292056099,,85096490660# US (New York)

**VILLAGE OF FREDONIA
VILLAGE BOARD MEETING MINUTES
MARCH 21, 2024**

President Gehrke called the Village Board meeting to order at 7:00 p.m. the Pledge of Allegiance followed.

Board members present: Dan Gehrke, Bruce Paape, Josh Haas, Rick Abegglen, Don Dohrwardt, Tiffany Bartz.

Board members absent: Kurt Meyle

Staff/Officials present: Village Administrator Christophe Jenkins, Director of Public Works Eric Paulus, Village Treasurer Melissa Depies, Marshal Mike Davel, Sargent Eric Leet, and Crewperson Brandon Heinen.

Others present: Trustee candidate Jessica Franck, Cari Allison-owner 9 Ladies Dancing, and Carrie Siesco-President 10 Lords of Leaping.

Public Comments

None.

Consent Agenda

Motion by Trustee Haas, seconded by Trustee Bartz, to approve the March 7, 2024 Village Board meeting minutes, the General Fund, Water and Sewer bills as presented. Motion carried unanimously.

Report on Village Committees: 150th Anniversary Subcommittee

Trustee Bartz stated that there were new citizens that attended the meeting that gave input and had new ideas for activities and fund raising. Confirmed events for the day: cornhole and basketball tournaments, a parade, and bands. Discussions also included items that could be sold that day as a fund raiser. Friends of Fredonia is going to host a craft fair. Future meetings will include discussions on a possible historical book.

Report on Village Committees: Public Safety Committee

Trustee Hass noted that the committee discussed cross walk safety on Highland Drive and Fredonia Avenue. The paramedic program was discussed. Interviewed and recommended Sargent Leet for head marshal.

Report on Village Committees: Fredonia Government Center Committee

President Gehrke stated that the existing Intergovernmental Agreement for the Fredonia Government Center was for 15 years and has expired. The new agreement will include new activities such as hall rentals. Road maintenance and plowing agreements were discussed. Also discussed and approved was the Election Day Emergency Response Plan.

Report on Operations: Village President

President Gehrke noted that Fredonia Family Restaurant was the “Business of the Month”. He stated that the gentleman who operates the business has a 30-year commitment with Fredonia Family Restaurant. He looks forward to sharing the highlights of the interview later this week.

Report on Operations: Village Administrator

Administrator Jenkins highlighted his report stating that the contract for construction of Innovation Drive was awarded to Kruzcek Construction, preconstruction meeting is scheduled for next week.

Port Washington State Bank is planning a significant expansion to the Fredonia Branch. Preliminary plans were reviewed, final plans anticipated to be available for review April 1, with Plan Commission review at the May 7 meeting.

The Village closed on the debt proceeds and are in the process of transitioning those proceeds to Ehlers to invest.

Administrator Jenkins and Fire Chief Weyker have been working on the paramedic program, working through various scenarios before scheduling a joint meeting with the other municipalities.

Staff is working through RFP inquiries for the Milwaukee culvert project. There is a lot of interest in this project therefore staff is hoping for competitive bids.

Spring election activities have begun; absentee ballots have been mailed, in-person absentee voting has begun, staff went to Forest Haven to assist with voting, staff is ready for the April 2 election.

Staff continues to plan various events and seek sponsorships. Various commitments have been made to sponsor “Tuesday Tunes” – the music in park events. The movie in the park has a sponsor and the Mud Run has sponsors as well.

Port Washington State Bank has announced that they will donate \$50,000 to the construction of the splash pad. Trustee Paape questioned the total cost of the splash pad. Administrator Jenkins stated that the overall cost is approximately \$325,000; \$100,000 set aside by the Village, this large donation, the Village has also received commitment from various contractors to complete in-kind work, such as concrete, electrical, grading, stuff like that, which will reduce the amount of actual dollars needed.

Report on Operations: Village Marshal

Sargent Leet highlighted the report. He has begun reviewing the training requirements and making sure all officers are up-to-date.

Trustee Paape questioned if the weapons needed to be upgraded. Marshal Davel responded that the weapons were upgraded just a few years ago and are in good working order.

Report on Operations: Fire Chief

Fire Chief was not in attendance; therefore, there was no verbal report.

Report on Operations: Public Works/Wastewater Treatment Plant

Director of Public Works Paulus stated that the lab may be getting another municipality. Currently the lab is testing for 6 municipalities; however, we may lose one soon. With the addition of the new one the Village will remain at 6 municipalities. Currently, there is limited residential testing being done. Town will be putting out a newsletter that includes information on water testing. Signs have been installed to direct people and a street light will be installed to safely light the area.

Trustee Paape questioned the policy on replacing burned out street lights, questioning if they are automatically replaced with LED bulbs. Director Paulus stated that this is being done by We Energies.

Trustee Dohrwardt questioned if the order has been placed for the plow truck that is part of the capital improvement program. Director Paulus stated that he plans to have information at the May meeting.

Report on Operations: Clerk

The Village Clerk was not in attendance; therefore, there was no verbal report.

Report on Operations: Treasurer

Treasurer Depies stated she has been taking some time off; however, it is a good time for her to be gone as far as work load goes.

Report by Ozaukee County District 2 Supervisor

Supervisor Haas had nothing to report. He thanked the Board for their support over the last 4 years and wished the Village well in the future.

President Gehrke thanked Trustee Haas for all he has done and commented that he looks forward to Trustee Paape updating the Village as things happen. Trustee Paape confirmed and thanked Trustee Haas as well.

Report by Mid-Moraine Municipal Association Designated Representative

Trustee Dohrwardt stated the Washington County Executive presented a pamphlet that showed all the things the county has been sharing the cost for and helping out for Washington County municipalities. The County Executive stated that this was more valuable to municipalities than sharing the sales tax money. However, municipalities still cannot budget a certain amount of money, they have to accept what the county gives them for the project the county wants them to do. This does not satisfy the desire to get a portion of the sales tax monies. Currently at a standstill. Municipalities could lobby legislators to increase the portion of shared revenue in the budget from the tax revenue. Getting that percentage increased over the years may be the only way to get more of the sales tax money. It will be a result of a state decision rather than a county decision.

Items for Discussion and/or Action

Motion to Appoint Sargent Leet to Head Marshal of the Village of Fredonia, effective April 1, 2024

Trustee Hass noted that Trustee Meyle did an excellent job with conducting the interview of Sargent Leet.

Motion by Trustee Hass, seconded by Trustee Abegglen, to appoint Sargent Leet to Head Marshal of the Village of Fredonia, effective April 1, 2024. Motion carried unanimously.

Trustee Abegglen welcomed Sargent Leet as the new Marshal and thanked Marshal Davel for his years of service.

Discussion and Possible Action on Updated Branch Chipping Policy

Director of Public Works Eric Paulus stated that the branch chipping policy has been updated. The new policy removed the requirement to call in for collection, updated the hours, noted that we do not do full tree removals if the tree was removed by a contractor, and removed that language for fees after 20 minutes.

Trustee Paape questioned the branches that were on the north fence line of Stoney Creek Park. Director Paulus stated that crews will clean up the area when they can get in there with equipment.

Motion by Trustee Bartz, seconded by Trustee Dohrwardt, to approve the updated branch chipping policy as presented. Motion carried unanimously.

Trustee Haas suggested that the Village consider discontinuing branch collection due to worker injuries. Trustee Paape suggested looking at the burn policy.

Discussion and Possible Action on Medical Leave Bank Options

Treasurer Depies explained that currently the Village has no options for employees who are at their max PTO. Once an employee reaches their max PTO they must use it or they lose it. An option to resolve this situation would be to create a medical leave bank (MLB). A MLB would allow employees to roll their PTO time into an account that would be used strictly for FMLA approved events, that are 3 days or more. The MLB would allow the employee to build time for the one week they are required to be off before short-term disability insurance kicks in as well as time to supplement the short-term disability insurance since that only pays 60%.

Trustee Bartz clarified that there is no cost to the Village to allow this. Treasurer Depies responded that only cost would be if an employee uses the time. She noted that this is time that the employees earn and would normally be paid as PTO; therefore, no additional costs.

Trustee Paape questioned how many sick leave days the employees currently get. Treasurer Depies stated that with the creation of PTO sick time was eliminated. PTO is accrued at different rates depending on years of service.

President Gehrke questioned if there would be a payout of time when an employee leaves the Village. Treasurer Depies stated that the policy does include language that states when an employee leaves the Village they do not get paid out for any time in this bank.

Treasurer Depies also noted that the policy includes the Village contributing 20 hours to each employee after 6 months of employment. Trustee Dohrwardt questioned if an employee gets 20 hours put into their bank does that 20 hours stay in there and they build from that. Treasurer Depies responded, yes any time added by the employee would be added to that 20 hours. Potentially a gift of 20 hours of pay if used. Trustee Abegglen stated that, if an employee does use those 20 hours, it is a pretty small price to pay for the efficiency that we are going to gain from people not having to arbitrarily take vacation when it is less advantageous to the Village.

There was discussion on how PTO was accrued and how the MLB would be accrued. The 20 hours the Village would contribute into the account would be a one-time contribution then the employee is responsible to build it with accrued PTO. The MLB would max out at 480 hours or 12 weeks of pay and is not payable when an employee leaves the Village.

Trustee Bartz stated that elimination of short-term disability was discussed in finance. Treasurer Depies explained that the Village could discontinue short-term disability insurance which would result in cost savings to the Village; however, she suggested not doing this for a couple of years so the employees have an opportunity to build the MLB if they so choose. Treasurer Depies also noted that if an employee is out on short-term disability they must be 100% hands off, they are not allowed to do any Village related work.

Motion by Trustee Abegglen, seconded by Trustee Bartz, to approve the Medical Leave Bank Policy as presented. Motion carried 4 -2 (Paape and Dohrwardt - Nay).

Motion to approve Utility Easement on Parcel 090351501700 and 090351501600

Administrator Jenkins stated two easements are needed so that we can create a loop in the utilities for the industrial park. This is needed so if the Village needed to shut off different areas, they can do so without shutting down the entire industrial park. The property is currently owned by the Dohrwardts and Badger Paper Board. The cost of the easements are \$2,218 and \$512.

Trustee Dohrwardt recused himself from this matter due to a conflict of interest.

Motion by Trustee Haas, seconded by Trustee Paape, to approve Utility Easements on parcels 090351501700 and 090351501600. Motion carried unanimously.

President Gehrke recused himself from the closed session and passed the gavel to President Pro-Tem Abegglen.

Convene to closed session pursuant to Wisconsin Statutes 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Consideration of Offer to Purchase a Portion of Parcel #090351300400, located in TID #3.

Motion by Trustee Haas, seconded by Trustee Bartz, to convene to closed session pursuant to Wisconsin Statutes 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Consideration of Offer to Purchase a portion of parcel 090351300400, located in TID #3. Motion carried unanimously by roll call vote.

The board convened to closed session at 7:52 PM to discuss an offer to purchase on a parcel in TID #3.

Adjourn closed session and reconvene into open session

Motion by Trustee Haas, seconded by Trustee Bartz, to reconvene into open session at 8:34 PM. Motion carried unanimously by roll call vote.

Discussion and possible action on Offer to Purchase Parcel #090351300400, located in TID #3

There was no action on this matter.

Convene to closed session pursuant to Wisconsin Statutes 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of any Public Employee over which the governmental body has jurisdiction or exercises responsibility (Village Administrator Performance Review)

Motion by Trustee Haas, seconded by Trustee Abegglen, to convene to closed session pursuant to Wisconsin Statutes 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of any Public Employee over which the governmental body has jurisdiction or exercises responsibility (Village Administrator Performance Review). Motion carried unanimously by roll call vote.

The board convened to closed session at 8:34 PM.

Adjourn closed session and reconvene into open session

Motion by Trustee _____, seconded by Trustee _____, to reconvene into open session at 9:42 PM. Motion carried unanimously by roll call vote.

Correspondence

None

Items for Future Consideration by the Village Board

A request was made to create a proclamation for Mya Delleree as an outstanding citizen for athletic, leadership and scholastic abilities.

A request for a resolution of appreciation and commendation to Marshal Davel, and trustees Haas and Paape. In 2022 these resolutions were presented during the last meeting in May.

Adjournment

Motion by Trustee Haas, seconded by Trustee Dohrwardt, to adjourn the meeting at 9:43 p.m. Motion carried unanimously.

Respectfully Submitted:

Melissa Depies
Village Treasurer

4/02/2024 11:31 AM

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ALL Checks by Payee

ACCT

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| | 4/01/2024 | AURORA MEDICAL CENTER GRAFTON LLC | |
| | | MEDICAL SUPPLIES | |
| 350-00-52280-809-000 | | AMBULANCE EXP-MEDICAL SUPPLIES | 113.81 |
| | | MEDICAL SUPPLIES 136-CI0000210 | |
| | | Total | 113.81 |
| <hr/> | | | |
| | 4/01/2024 | BAKER TILLY VIRCHOW KRAUSE, LLP | |
| | | AUDITING SERVICES | |
| 600-00-53700-000-682 | | CONTRACTUAL SERVICES | 893.60 |
| | | AUDITING SERVICES BT2727504 | |
| 660-00-53610-000-852 | | OUTSIDE SERVICES EMPLOYED | 893.60 |
| | | AUDITING SERVICES BT2727504 | |
| 400-00-51510-210-000 | | SPECIAL ACCOUNTING & AUDITING | 893.60 |
| | | AUDITING SERVICES BT2727504 | |
| 350-00-52230-306-000 | | OPERATING EXP. - MISCELLANEOUS | 893.60 |
| | | AUDITING SERVICES BT2727504 | |
| 100-00-51420-125-000 | | AUDIT & BOOKKEEPING | 893.60 |
| | | AUDITING SERVICES BT2727504 | |
| | | Total | 4,468.00 |
| <hr/> | | | |
| | 4/01/2024 | CEDARBURG OVERHEAD DOOR LLC | |
| | | GARAGE DOOR TREATMENT PLANT | |
| 660-00-53610-000-834 | | MAINTENANCE BUILDINGS/GROUNDS | 2,629.00 |
| | | GARAGE DOOR TREATMENT PLANT 94758 | |
| | | Total | 2,629.00 |
| <hr/> | | | |
| | 4/01/2024 | DE TROYE ELECTRIC SERVICE INC. | |
| | | PHOTO EYE | |
| 660-00-53610-000-834 | | MAINTENANCE BUILDINGS/GROUNDS | 371.25 |
| | | PHOTO EYE 61874 | |
| | | Total | 371.25 |
| <hr/> | | | |
| | 4/01/2024 | DEFENDER VEHICLE UPLIFTING | |
| | | TRUCK LIGHT BAR | |
| 100-00-53240-350-000 | | REPAIR/MAINTENANCE HWY EQUIPME | 844.60 |
| | | TRUCK LIGHT BAR 1011 | |
| | | Total | 844.60 |
| <hr/> | | | |
| | 4/01/2024 | DEPARTMENT OF ADMINISTRATION | |
| | | ENVIRONMENTAL IMPROVEMENT FUND LOAN | |

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ALL Checks by Payee

ACCT

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| 600-00-58200-000-430 | | INTEREST ON LONG TERM DEBT | 4,404.14 |
| | | LOAN INTEREST | |
| 600-00-58100-000-430 | | PRINCIPAL ON LONG TERM DEBT | 40,592.21 |
| | | LOAN PRINCIPAL | |
| Total | | | 44,996.35 |

4/01/2024 DEPIES, MELISSA

ELECTION PROVISION

| | | | |
|----------------------|--|-------------------------------|--------------|
| 100-00-51440-390-000 | | ELECTION OTHER SUPPLIES/EXPEN | 89.07 |
| | | ELECTION PROVISIONS | |
| Total | | | 89.07 |

4/01/2024 DIGICORP, INC.

MICROSOFT OFFICE/EMAIL SERVICE

| | | | |
|----------------------|--|--------------------------------|-----------------|
| 100-00-51600-400-000 | | TECHNOLOGY VILLAGE HALL | 868.04 |
| | | MULTIPLE | |
| 100-00-51420-310-000 | | ADMIN OFFICE SUPPLIES | 176.96 |
| | | MULTIPLE | |
| 100-00-51420-310-000 | | ADMIN OFFICE SUPPLIES | 165.00 |
| | | MULTIPLE | |
| 100-00-51100-390-000 | | VILLAGE BD OTHER SUPPLIES & EX | 171.00 |
| | | MULTIPLE | |
| 100-00-53270-350-000 | | REPAIR/MAINTENANCE (SHOP) | 109.00 |
| | | MULTIPLE | |
| 660-00-53610-000-827 | | OTHER OPERATING | 51.00 |
| | | MULTIPLE | |
| 100-00-52100-310-000 | | OFFICE SUPPLIES POLICE | 207.00 |
| | | MULTIPLE | |
| 350-00-52230-303-000 | | OPERATING EXP.-OFFICE SUPPLIES | 15.00 |
| | | MULTIPLE | |
| 100-00-51420-310-000 | | ADMIN OFFICE SUPPLIES | 158.00 |
| | | MULTIPLE | |
| Total | | | 1,921.00 |

4/01/2024 EHLERS

MUNICIPAL ADVISOR FEE

| | | | |
|----------------------|--|------------------------|-----------------|
| 400-00-58300-000-000 | | DEBT ISSUANCE COSTS | 1,100.00 |
| | | MUNICIPAL ADVISOR FEES | 97180 |
| Total | | | 1,100.00 |

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| | 4/01/2024 | EMERGENCY MEDICAL PRODUCTS, INC. | |
| | | MEDICAL SUPPLIES | |
| 350-00-52280-809-000 | | AMBULANCE EXP-MEDICAL SUPPLIES | 54.00 |
| | | MEDICAL SUPPLIES 2622638 | |
| | | Total | 54.00 |
| | 4/01/2024 | EVOQUA WATER TECHNOLOGIES LLC | |
| | | LAB SUPPLIES | |
| 630-00-54110-000-827 | | LAB SUPPLIES & EXPENSES | 1,204.85 |
| | | LAB SUPPLIES 906376665 | |
| | | Total | 1,204.85 |
| | 4/01/2024 | FRIENDS OF FREDONIA PARKS & RECREATION | |
| | | SPLASH PAD DONATION | |
| 100-00-55210-000-000 | | VILLAGE EVENTS | 500.00 |
| | | SPLASH PAD DONATION-BADGER PAPERBOARD 040124 | |
| | | Total | 500.00 |
| | 4/01/2024 | FRONTIER | |
| | | TELEPHONE/INTERNET | |
| 660-00-53610-000-851 | | OFFICE EXPENSE | 108.91 |
| | | WWTP 032524 | |
| 100-00-51600-221-000 | | TELEPHONE VILLAGE HALL | 326.72 |
| | | VH 032524 | |
| | | Total | 435.63 |
| | 4/01/2024 | GENERAL COMMUNICATIONS, INC. | |
| | | POLICE RADIO REPAIRS | |
| 100-00-52100-350-000 | | REPAIR/MAINTENANCE POLICE | 140.00 |
| | | POLICE RADIO REPAIRS 330242 | |
| | | Total | 140.00 |
| | 4/01/2024 | HARTMANN SAND & GRAVEL CO. INC. | |
| | | PARK SAND | |
| 100-00-55200-350-000 | | PARKS REPAIR/MAINT | 131.04 |
| | | PARK SAND 36871 | |
| | | Total | 131.04 |
| | 4/01/2024 | HAWKINS, INC. | |
| | | AZONE | |

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| 600-00-53700-000-630 | | CHEMICALS FOR WATER | 770.16 |
| | | AZONE 6717819 | |
| 660-00-53610-000-826 | | CHEMICALS | 3,697.96 |
| | | FERRIC CHLORIDE 6717849 | |
| Total | | | 4,468.12 |
| <hr/> | | | |
| | | 4/01/2024 HYDROCORP | |
| CROSS CONNECTION CONTROL | | | |
| 600-00-53700-000-682 | | CONTRACTUAL SERVICES | 555.00 |
| | | CROSS CONNECTION CONTROL 0077297-IN | |
| 600-00-53700-000-682 | | CONTRACTUAL SERVICES | 240.00 |
| | | CROSS CONNECTION CONTROL 0077043-IN | |
| Total | | | 795.00 |
| <hr/> | | | |
| | | 4/01/2024 HYSAFE | |
| SYSTEM RECERTIFICATION | | | |
| 660-00-53610-000-852 | | OUTSIDE SERVICES EMPLOYED | 960.00 |
| | | SYSTEM RECERTIFICATION 8325 | |
| Total | | | 960.00 |
| <hr/> | | | |
| | | 4/01/2024 JIMMY B'S FREDONIA AUTOMOTIVE | |
| BATTERIES | | | |
| 100-00-53240-350-000 | | REPAIR/MAINTENANCE HWY EQUIPME | 352.93 |
| | | BATTERIES | |
| Total | | | 352.93 |
| <hr/> | | | |
| | | 4/01/2024 MKE CRANE INSPECTION & REPAIR, LLC | |
| VERSA LIFT INSPECTION | | | |
| 100-00-53240-350-000 | | REPAIR/MAINTENANCE HWY EQUIPME | 605.00 |
| | | VERSA LIFT INSPECTION 2286 | |
| Total | | | 605.00 |
| <hr/> | | | |
| | | 4/01/2024 MUNICIPAL TREASURERS ASSOCIATION OF WI | |
| MEMBERSHIP DUES | | | |
| 100-00-51420-320-000 | | ADMIN PUBLICATIONS, DUES | 60.00 |
| | | MEMBERSHIP DUES 5442 | |
| Total | | | 60.00 |
| <hr/> | | | |
| | | 4/01/2024 MUTUAL OF OMAHA | |
| SHORT TERM DISABILITY INSURANCE | | | |

ALL Checks by Payee
GENERAL CHECKING & MONEY MARKET

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| 100-00-51420-132-000 | | ADMIN HEALTH INS 001678457999 | 30.24 |
| 600-00-53700-000-686 | | EMPLOYEE INS/RETIRE 001678457999 | 16.38 |
| 660-00-53610-000-854 | | SEWER INS/RETIRE 001678457999 | 28.98 |
| 350-00-52280-803-000 | | INSURANCE-AMBULANCE 001678457999 | 12.60 |
| 350-00-52300-000-000 | | PARAMEDIC 001678457999 | 25.20 |
| 100-00-53300-132-000 | | STREET & HWY. MAINT HEALTH INS 001678457999 | 25.20 |
| Total | | | 138.60 |

4/01/2024 NEUENS FREDONIA LUMBER LLC

MARCH ACTIVITY

| | | | |
|----------------------|--|--|---------------|
| 100-00-55200-350-000 | | PARKS REPAIR/MAINT TREATED LUMBER 2403-667457 | 321.42 |
| 100-00-55200-350-000 | | PARKS REPAIR/MAINT MISC SALES 2403-667771 | 2.60 |
| 100-00-53270-350-000 | | REPAIR/MAINTENANCE (SHOP) MISC SALES 2403-667852 | 10.09 |
| 100-00-53270-350-000 | | REPAIR/MAINTENANCE (SHOP) MISC SALES 2403-667908 | 40.99 |
| 100-00-55200-350-000 | | PARKS REPAIR/MAINT DISCOUNT 2403-424382 | -7.22 |
| Total | | | 367.88 |

4/01/2024 NORTH CENTRAL LABORATORIES, INC.

LAB CHEMICALS

| | | | |
|----------------------|--|--|---------------|
| 630-00-54100-000-630 | | LAB CHEMICALS LAB CHEMICALS 501180 | 487.44 |
| Total | | | 487.44 |

4/01/2024 OZAUKEE COUNTY HWY. DEPT.

ROAD SALT/DIESEL FUEL

| | | | |
|----------------------|--|---|--------|
| 100-00-53310-390-000 | | SALT SNOW/ICE CONTROL ROAD SALT BILL0033621 | 831.88 |
| 100-00-53240-351-000 | | GASOLINE/DIESEL HWY EQUIPMENT DIESEL FUEL-DPW BILL0033621 | 183.96 |

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In Progress Checks - Full Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|-----------------------------|----------|
| 350-00-52230-302-100 | | OPERATING EXPENSE-GAS/OIL | 351.24 |
| | | DIESEL FUEL-FD | |
| | | BILL0033294 | |
| 350-00-52230-302-100 | | OPERATING EXPENSE-GAS/OIL | 293.52 |
| | | DIESEL FUEL-FD | |
| | | BILL0033622 | |
| | | Total | 1,660.60 |
| <hr/> | | | |
| | 4/01/2024 | SUPER SUDS FREDONIA | |
| | | CAR WASHES-POLICE | |
| 100-00-52100-390-000 | | SUPPLIES/EXPENSES POLICE | 500.00 |
| | | CAR WASHES-POLICE | |
| | | 1076 | |
| | | Total | 500.00 |
| <hr/> | | | |
| | 4/01/2024 | ULINE, INC. | |
| | | CHAIRS | |
| 600-00-53700-000-681 | | OFFICE SUPPLIES | 677.14 |
| | | CHAIRS | |
| | | 175754018 | |
| 660-00-53610-000-851 | | OFFICE EXPENSE | 677.14 |
| | | CHAIRS | |
| | | 175626578 | |
| | | Total | 1,354.28 |
| <hr/> | | | |
| | 4/01/2024 | WE ENERGIES | |
| | | ELECTRIC/GAS | |
| 100-00-51600-220-000 | | ELECTRIC VILLAGE HALL | 517.85 |
| | | FGC ELECTRIC | |
| | | 4969188034 | |
| 100-00-51600-223-000 | | GAS VILLAGE HALL | 90.11 |
| | | FGC GAS | |
| | | 4969188034 | |
| 100-00-53270-223-000 | | GAS BUILDINGS (SHOP) | 513.08 |
| | | GARAGE-420 WHEELER | |
| | | 470126832 | |
| 660-00-53610-000-821 | | FUEL & POWER EXPENSE | 92.88 |
| | | LIFT STATION-ELECTRIC | |
| | | 4969531308 | |
| 660-00-53610-000-821 | | FUEL & POWER EXPENSE | 14.10 |
| | | LIFT STATION-GAS | |
| | | 4969531308 | |
| 100-00-55200-220-000 | | PARKS ELECTRIC | 21.91 |
| | | REGAL DRIVE | |
| | | 4969153595 | |
| 350-00-52230-302-400 | | OPERATING EXPENSE-ELECTRIC | 1,036.23 |
| | | FIRE STATION | |
| | | 4969964087 | |
| 100-00-55200-220-000 | | PARKS ELECTRIC | 28.18 |
| | | FIREMANS PARK AREA LIGHTING | |
| | | 496965813 | |

4/02/2024 11:31 AM

In Progress Checks - Full Report - ALL

Page: 7

ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|--------------------------------|------------------|
| 100-00-53270-220-000 | | ELECTRIC BUILDINGS/GROUNDS | 225.70 |
| | | MAINT BLDG-420 WHEELER | 4968368507 |
| 100-00-55200-220-000 | | PARKS ELECTRIC | 24.68 |
| | | MARIE KRAUS PARK | 4969326472 |
| 660-00-53610-000-821 | | FUEL & POWER EXPENSE | 533.97 |
| | | HMTR WASTE WATER | 4971054817 |
| 350-00-52230-302-100 | | OPERATING EXPENSE-GAS/OIL | 585.22 |
| | | HMTR-201 S MILW | 4970829634 |
| 100-00-52100-223-000 | | GAS UTILITY POLICE | 130.15 |
| | | 416 FREDONIA AVE | 4971906457 |
| Total | | | 3,814.06 |
| <hr/> | | | |
| | 4/01/2024 | ZARNOTH BRUSH WORKS, INC. | |
| | | SWEEPER BROOM | |
| 100-00-53240-350-000 | | REPAIR/MAINTENANCE HWY EQUIPME | 588.00 |
| | | SWEEPER BROOM | 0197463-IN |
| Total | | | 588.00 |
| <hr/> | | | |
| Grand Total | | | 75,150.51 |

Dated From: From Account:
Thru: Thru Account:

| | Amount |
|---|-----------|
| <hr/> | |
| Total Expenditure from Fund # 100 - GENERAL FUND | 9,876.78 |
| Total Expenditure from Fund # 350 - FIRE DEPARTMENT | 3,380.42 |
| Total Expenditure from Fund # 400 - TID NO. 3 | 1,993.60 |
| Total Expenditure from Fund # 600 - WATER UTILITY | 48,148.63 |
| Total Expenditure from Fund # 630 - LABORATORY | 1,692.29 |
| Total Expenditure from Fund # 660 - SEWER UTILITY | 10,058.79 |
| Total Expenditure from all Funds | 75,150.51 |



PROCLAMATION

Recognizing Mya Delleree for Outstanding Citizenship

WHEREAS, it has been brought to the attention of the Village of Fredonia that **Mya Delleree**, a Northern Ozaukee High School student, exhibits astounding athletic, leadership, and scholastic abilities which have earned her recognition and elite awards; and,

WHEREAS, Mya had the courage to try the traditionally male-dominated sport of wrestling, not only succeeding, but excelling; and,

WHEREAS, Mya has inspired numerous young female athletes to do the same, evidenced by the record number of female wrestlers in the program today; and,

WHEREAS, as a member of Ozaukee Warrior Wrestling team, she has achieved the momentous milestone of 100+ wins, finishing her final year with a 3rd place finish at the State Wrestling competition; and,

WHEREAS, Mya is also the first female wrestler to earn four varsity letters in the history of NOSD; and,

WHEREAS, in addition to her wrestling leadership, she also helped lead the Ozaukee Girl's Cross Country team to a conference championship, sectional championship, and a top 10 team finish at state; and,

WHEREAS, Mya has dedicated time to helping in the elementary classrooms, showing compassion and patience with the youngsters she works with, leading by example, becoming a role model for the students, and making her students feel capable and special; and,

WHEREAS, Mya intends to utilize these talents that she has been given and has developed with hard work and dedication to pursue a teaching degree and inspire many more young people in the future.

NOW, THEREFORE, I, Daniel Gehrke, by virtue of the authority vested in me as President of the Village of Fredonia, Wisconsin, do hereby proclaim Thursday, April 4th, 2024 to be Mya Delleree Day in our community, and on behalf of the Village Board of Trustees and residents of the Village of Fredonia, extend congratulations, thanks and best wishes to you for exceeding the standards with hard work and dedication in scholastics and athletics as well as your community awareness and volunteerism.

Dated this 4th day of April, 2024.

Daniel Gehrke, Village President

Official Oath

STATE OF WISCONSIN,)
) ss
_____ County)

I, _____, having been elected or appointed to
the office of _____,
(title)

but have not yet entered upon the duties thereof, swear (or affirm) that I will support the constitution of the United States and the constitution of the State of Wisconsin, and will faithfully discharge the duties of said office to the best of my ability.

So help me God.

(Signature of elected or appointed official)

Subscribed and sworn to before me this _____ day of _____, _____.

(Signature of person authorized to administer oaths)

Notary Public or other official _____
(Official title, if not a notary)

If Notary Public: My commission expires _____, or is permanent



RESOLUTION 2024-04
A RESOLUTION EXPRESSING OUR APPRECIATION TO
MICHAEL DAVEL
FOR HIS YEARS OF SERVICE AS VILLAGE MARSHAL

WHEREAS: Michael Davel has served the Village of Fredonia as Marshal for the last 19 years, and

WHEREAS: Michael used his expertise and background as a law enforcement officer to update and lead on a variety of initiatives, and

WHEREAS: These initiatives consisted of: being the first in Ozaukee County to adopt the use of body cameras, updating squad vehicles and infrastructure for use of computer aided dispatch, and facilitating the Village's entry into the Mid-Moraine Municipal Court System, and

WHEREAS: The Village of Fredonia wishes to commemorate and recognize Michael Davel for his dedicated and tireless service, equal to any other full-time law enforcement agency,

NOW, THEREFORE BE IT RESOLVED: That the members of the Board of Trustees of the Village of Fredonia wish to sincerely thank Michael Davel for his years of excellent service to the Village, and wish that he has nothing but success in retirement.

Passed and Adopted by the Village Board of the Village of Fredonia on this 4th day of April, 2024.

Daniel Gehrke, Village President

ATTEST:

Michelle T. Johnson, Village Clerk



Request for Board Consideration

| | |
|--|---------------------------------|
| Item Description: Intergovernmental Agreement for the Management of Fredonia Government Center | |
| Report Prepared By: Michelle T. Johnson | |
| Report Date: 04/02/2024 | Meeting Date: 04/04/2024 |
| Strategic Priority? <ul style="list-style-type: none"> ○ Smart Residential, Industrial, or Commercial Growth ○ Responsible Fiscal Priority ○ Supports Public Safety and Infrastructure ★ Encourages Open Communication and Collaboration ○ Strong Sense of Community | |
| Fiscal Summary: Budget line item to be added for shared expenses | |
| Budget Line Item: TBD, should be created for future budgets | |
| Wisconsin Statute or Local Ordinance: N/A | |
| Background Analysis: <p>The previous intergovernmental agreement for the management of Fredonia Government Center expired last year. The FGCC tasked staff with creating a new agreement that extended the relationship for another fifteen years and reflected the current needs and functions of the FGCC. This document combines two previous documents: the original Intergovernmental Agreement and the Rules and Regulations of FGC. This agreement was reviewed, tweaked, and approved by the FGCC at their meeting on March 21st.</p> | |
| Staff Comments: <p>A few changes to consider:</p> <ul style="list-style-type: none"> • To better facilitate hall rentals, an FGC Manager role was created. The FGC Manager will facilitate rentals, keep the calendar, distribute keys, and track finances. The FGC Manager will be the Village Clerk. • Rental fees were discussed by the FGCC at length. In order not to compete with local businesses, the FGCC agreed to set the rental fee for the board room at \$125.00 and the smaller conference rooms at \$50.00 • Parking lot rentals and associated fee will be decided by the FGCC chair on a case-by-case basis. • The FGCC agreed that rental fees should be split evenly between the municipalities. Rental checks will be made to the Village and the Town will be paid out on a quarterly basis. | |
| Administrator's Recommendation: Approve | |
| Action Requested: Motion to Approve the Intergovernmental Agreement for the Management of Fredonia Government Center. | |
| Attachments: <ol style="list-style-type: none"> 1. Intergovernmental Agreement for the Management of Fredonia Government Center 2. Fee schedule | |



**AN INTERGOVERNMENTAL
AGREEMENT FOR THE
MANAGEMENT OF FREDONIA
GOVERNMENT CENTER**



- Parties:** The parties to this agreement are the Village of Fredonia (hereinafter referred to as "Village"), a municipality in Ozaukee County, Wisconsin with offices at 242 Fredonia Ave, P.O. Box 159, Fredonia, WI 53021, and the Town of Fredonia (hereinafter referred to as "Town"), a municipality in Ozaukee County, Wisconsin with offices at 242 Fredonia Ave, P.O. Box 12, Fredonia, WI 53021.
- Authority:** The parties are authorized by law to enter into this agreement by Sections 60.23(1) and 66.0301, Wis. Stats., and by authority granted to the Town board by a vote of the Town electors at a special town meeting held on December 14, 2006. In addition, the concept of this agreement was endorsed by Town and Village electors at referenda held on November 4, 2006.
- Purpose:** This agreement builds on and updates the Intergovernmental Agreement to Create a Commission for the Management of a Joint Municipal Center, approved on April 13, 2007, and the Rules and Regulations of Fredonia Government Center approved on February 10, 2009. This document is intended to reflect FGC's current needs.
- Ownership:** The total area for the Town and Village will consist of a 50/50 split of the shared areas (1300 square feet each) and the individual areas. The totals are:
Town Area: $1300 + 800 = 2100$ sq ft (46.7% of total)
Village Area: $1300 + 1100 = 2400$ sq ft (53.3% of total)
- Terms of Agreement:** This agreement shall take effect upon the effective date stated herein. This agreement shall remain in effect in perpetuity subject to the following:
 - Each municipality shall participate in this agreement for a minimum of fifteen (15) years.
 - After the expiration of the second fifteen (15) year period, either municipality wishing to withdraw from this agreement may do so on at least two (2) years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the second fifteen (15) year period set forth in the prior paragraph.
- Size of Building:** The Center currently contains 4500 square feet. Approximately 2600 square feet is a common area, consisting of conference rooms, meeting rooms, hallways, and bathrooms. The Town uses 800 square feet for Town offices. The Village uses 1100 square feet for Village offices. Population growth may necessitate expanding the Center in the future. Possible expansion has been made part of the plans for the initial Center. The costs of expansion are to be paid by the party wishing to expand unless other terms are negotiated.
- Determination of Allocation of Income and Costs:** The parties may share income and costs in two ways. "Equal shares" means that the parties share equally. "Allocated shares" means

the share attributable to each party will be the percentage of the square footage of the Center allocable to such party's private use, added to an equal share of the common areas of the Center.

8. Operating Expenses:

- A. Common Expenses: All expenses of joint operation and maintenance shall be based on allocated shares.
- B. Individual Expenses: All expenses incurred for the benefit of one party shall be the sole responsibility of the benefited party.
- C. Separate Billing of Utilities: The parties may install separate utility services or other devices to determine individual costs of utilities for those portions used by them, and each shall pay their individual costs for the same.

9. **Fredonia Government Center Commission:** The parties shall participate in the Fredonia Government Center Commission ("Commission") consisting of four persons, two of whom shall be adult residents of the Village and two of whom shall be adult residents of the Town. Commission members shall be appointed by the Village and Town Boards respectively for a one (1) year term. If an appointing body fails to timely appoint a successor before the expiration of the term of any Commission member, that member shall continue to serve until a successor has been appointed. If a vacancy occurs by death, removal or resignation, the vacancy shall remain until the appointing body appoints a successor. Any Commission member may also serve as an elected or appointed official or employee of the Village, Town, or other governmental body, subject to applicable restrictions set by state law. All meeting fees of Commission members shall be paid by the unit of government which appointed the Commission member. A majority of the members of the Commission shall constitute a quorum.

10. **No Power to Tax:** The parties agree that the Commission shall have no independent authority to levy a tax, make special assessments, or make special charges other than establishing rental rates for public use of Center facilities.

11. **Governance:** The Commission shall adopt rules for its governance. If a question of governance is not addressed by the Commission's rules or by applicable law, Robert's Rules of Order shall apply.

12. **Commission Authority and Status:** The Commission shall manage and maintain the Center but shall not be deemed to be the owner or an owner of the premises, with ownership reserved to the parties to this agreement. The Commission shall have legal authority to purchase services, supplies, and equipment within the constraints of its budget and applicable state law. Unless approved by the governing boards of both parties, the Commission shall not have authority to hire employees, to borrow money, to enter contracts for more than one year, or to sue or be sued. In all other respects, the Commission shall be subject to laws applicable to governmental bodies including by way of illustration the Open Meetings Law, the Public Records Law, and the Code of Ethics for Local Government Officials.

13. **Rules of the FGC Commission:**

- A. The Commission is composed of four members: two appointed from the Town of Fredonia and two from the Village of Fredonia. Quorum for the Commission shall be a majority of the members.

- B. Commission members shall be appointed annually each April by the Town Chairman and Village President, confirmed by their respective Boards, for a one (1) year term.
- C. The Commission shall elect a Chair annually from its members at their first meeting after the appointment of representatives each April. The Chairman shall call and conduct a minimum of two meetings per year and act as the primary contact between the Commission and Town/Village staff.
- D. The Commission shall meet a minimum of twice a year: first to elect a Chair, second later in the year to discuss budgeting and shared costs, and at any other times deemed appropriate by the Commission.
- E. The Commission shall appoint an FGC Manager from outside the Commission, responsible for processing room reservations, maintaining financial records, sending out notices, compiling minutes for the FGC Commission meetings, distributing, and accepting FGC building keys, and reporting to the Commission Chairman. The FGCC Manager shall be the Village Clerk.
- F. The Commission defines Local Community Groups (LCG) as those groups based in the Town or Village of Fredonia that are tax-exempt under Section 501(c)(3) of the U.S. IRS Code or are a local chapter of a national organization that is tax-exempt or a local group that would meet the requirements to become tax-exempt under IRS code if the group applied.

14. **Duties of the FGC Commission:**

- A. **Rental of Premises:** The Commission shall establish rules and regulations regarding the rental of the Center for activities unrelated to official government business. Rental fees shall be set by the Commission, provided that neither party nor LGCs shall be required to pay rent. The FGC Manager shall take all steps necessary to avoid scheduling events which may interfere with Village and Town meetings.
- B. **Repairs and Improvements:** The Commission shall have the authority to make repairs or improvements to the Center without the consent of the Village Board or Town Board if the amount budgeted for the same by both parties is not exceeded. Except in the case of an emergency, all repairs and improvements must be approved by a majority vote of the Commission.
- C. **Emergency:** In the case of an emergency, if circumstances permit, the FGC Manager shall first attempt to confer with both the Village President and the Town Chair before taking steps necessary to remedy the emergency. "Emergency" is defined as a situation which if not addressed immediately will damage or otherwise substantially affect the physical structure of the Center or any of its mechanical improvements, or a situation which constitutes a significant risk to personal health or safety.
- D. **Operating Budget:**
 - a. The FGC Commission shall determine if there are any capital expenditures, maintenance, or improvements costs, outside of normal operations, to be planned and budgeted for by the Town and Village. These requests shall be submitted to the Town and Village Boards for inclusion in their annual operating budgets no later than October of each year. Upon approval of budgeted expenses by both Boards, the Town and Village shall be responsible for funding their respective shares 53% (Village) and 47% (Town) unless otherwise specified.
 - b. Regular maintenance, landscaping, snow plowing, etc. shall be performed by the Village of Fredonia Department of Public Works staff and billed to the Town of Fredonia on a 53% (Village) and 47% (Town) split.

- c. Shared utilities shall be invoiced to the Village of Fredonia, and then billed to the Town of Fredonia on a 53% (Village) and 47% (Town) split.
- d. All expenses incurred for the benefit of one party shall be the sole responsibility of the benefited party.
- e. Any public construction shall comply with state and local laws.

E. **Other Duties:** The Commission shall perform all other duties required by law and other duties mutually agreed upon by the Village Board and Town Board.

15. **Use of Center:** The parties will establish certain areas for their individual use, and other areas for joint use or public use. The Commission may temporarily adjust the space allocation as needs dictate. Permanent change of space allocation shall require approval by the boards of both parties. Use of the facility, land, parking lot, electronic sign, main lobby bulletin board, meeting room bulletin boards, or any marker boards does not imply endorsement by the municipal staff, the Town Board, the Village Board, or any member thereof, of the viewpoints represented.

Room Utilization:

- A. The FGC facility and lands are available for use by the Town and Village Fredonia Government, County, State, and Federal Government, and LCGs free of charge. Groups not specified previously may use space per the FGC Rental Agreement and for a Rental Fee.
- B. Rental Fees shall be split evenly between the Village and the Town. Rental fees will be paid to the Town and the Village's share will be paid out on a quarterly basis.
- C. The areas may be utilized on a first come, first served basis. The FGC Manager shall schedule and manage the calendar of rentals. If a room or space is to be utilized in the evening or weekends, the building key can be obtained by contacting the FGC Manager or being picked up during normal business hours, and then returned to the FGC Manager within 48 hours upon the completion of the event.
- D. The parking lot and land may be utilized for scheduled sporting events, activities, and practice. The parking lot and land will be rented, and fees determined on a case-by-case basis with approval from the FGCC Chair.
- E. Groups are financially responsible for any damage, missing items, or cleaning beyond what is normally done. The FGC Manager may impose additional requirements such as a deposit or event insurance to protect the Town and Village from any liability, depending on the type of event and the number of people expected.
- F. Granting permission to use the FGC does not constitute an endorsement by the Town or Village of Fredonia. To establish the fact that the Town and the Village are not sponsoring an event or meeting, all publicity must include the following statement: "Sponsored by the (name of organization utilizing the property)". An organization may not use the name and address of the Fredonia government center as its headquarters or as the official address of their organization.
- G. The Rental Application must be completed for use of the space by any entity, group, or person who are not the Town or Village of Fredonia, and a minimum of 24 hours in advance of the requested date. A security deposit shall be collected, in addition to the rental fee (if applicable). If the FGC property is left in good condition, as determined by municipal staff, the security deposit will be returned to the requestor. If not left in good condition as determined by municipal staff, the requestor shall forfeit the entire security deposit.

- H. If a key was borrowed, it must be returned within 48 hours of the end of the utilization to the FGC Manager. Failure to return the key or duplication of the key will result in the rekeying of all FGC property locks at the cost of the requester.

Postings on FGC Bulletin Boards, Electronic Sign, and Brochure Rack:

- A. The main purpose of the two bulletin boards located at the front entrance of the FGC is to provide a place for the Town and Village of Fredonia, their departments, and staff to post meeting agendas, meeting minutes, and other public notices.
- B. The purpose of the brochure rack is for the Town and the Village of Fredonia offices to offer information pertaining to local, county, state, and federal information.
- C. An FGC bulletin board is inside the main entrance and is a place for LCGs to advertise upcoming meetings, fundraisers, events, or performances. All other bulletin and marker boards are for governmental purposes only.
- D. LCGs may submit flyers to be placed on the interior FGC bulletin board for upcoming meetings, lectures, performances, or events to the FGC Manager. The flyers can be put up no more than one month in advance and will be removed upon the event's completion. Flyers that contain obscene images or wording will not be posted.
- E. The primary purpose of the electronic sign located in front of the FGC is to identify the building as the main office of the Town or Village of Fredonia, and to give notice of upcoming Town and Village meetings, events, and other municipal information. A secondary purpose is to provide a place for LCGs to advertise upcoming meetings, fundraisers, events, or performances.
- F. LCGs may submit announcements to be run on the FGC electronic side for upcoming meetings lectures performances or events to the FGC Manager. The announcements will run no more than one month in advance and will be removed upon the events completion. Announcements that contain obscene words messages or images will not be run.

16. **Building Rules:** Each party will comply with the rules as adopted and altered by the Commission and will cause all its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by the Commission to the parties in writing.

General Regulations

- A. Smoking and the consumption of alcohol on the premises are prohibited.
- B. Unlawful carry of weapons is prohibited.
- C. Nothing shall be sold, given, exhibited, or displayed without permission from Town or Village municipal staff.
- D. The right to revoke approval at any time is reserved by any member of the Town or Village municipal staff.
- E. All activities staged and operated on the FGC property shall be the liability of the requestor per the Rental Agreement.
- F. No activity shall be allowed that conflicts with FGC policies or adversely affects the FGC, Town, and/or Village of Fredonia's reputation(s).
- G. Challenges to any of the above should be directed to the appropriate authority for either municipality.

Hours of Operation

The normal business hours of the municipal governments are as follows. The Town and/or Village offices may change their hours without notification to the FGC Commission.

Town of Fredonia: Monday – Thursday 9:00am – 11:00am

Village of Fredonia: Monday – Thursday 7:00am – 4:00pm

Capacity of Rooms

The Board Room can hold no more than 75 people and can seat no more than 75 people.

The West Conference Room can hold no more than 15 people and can seat no more than 10 people.

The East Conference Room can hold no more than 14 people and can seat no more than 8 people.

The Main Entrance Hall can hold no more than 75 people and can seat no more than 75 people.

17. Sale of Interest:

- A. **Right of First Refusal:** Neither party shall be required to sell its interest in the property during the first 15 years after execution of this agreement. If either party desires to sell its interest in the property, the selling party shall first offer the property in writing to the other party. The other party shall have 120 days after receipt of such offer to accept the same by written notice to the other party. If the purchasing party exercises the right to purchase the selling party's interest, the terms of sale shall be as set forth below. The purchase price shall be paid in full at the time of closing. Any costs associated with the sale shall be allocated between the parties in the customary manner.
- B. **Determination of Price if Sold to Other Party:** If purchased by the Village, the purchase price shall be the Town's ownership share of the value of the property as determined by appraisal minus the value of the building site. If purchased by the Town, the purchase price shall be the value of the building site plus the village's ownership share of the value of the property as determined by appraisal minus the value of the building site. If the parties wish to proceed with a sale but cannot agree on the price, the fair market value shall be determined by an acceptable licensed appraiser, or, if there is no mutually acceptable appraiser, then by the average of each party's independently obtained appraisals. Notwithstanding any other provisions of this agreement, at such time as the fair market value is determined by appraisal(s), either party shall have forty-five (45) days to notify the other, in writing, that it elects not to purchase the other's interest due to price.
- C. **Additional Terms if Sold to Other Party:** Closing shall take place at a time mutually agreeable to both parties, but in no event more than two (2) years after exercising the right to purchase. Proof of title shall be provided by the selling party not less than two weeks prior to the date of closing in the form of a title insurance policy commitment. Conveyance shall be made by warranty deed, free and clear of all liens and encumbrances against the property except utility easements and encumbrances created by the purchasing party.
- D. **Sale of Third Party:** If an offer is made by one of the parties pursuant to this section, and if the other party declines to purchase the property for any reason, the selling party may elect to offer the property for sale to a third party. The parties shall allocate the costs of sale in proportion to their ownership interests. The parties may accept the highest bona fide offer. At closing, the Village shall be repaid for the value of the

building site at the time of the commencement of this agreement as defined in paragraph 4 and the balance of the proceeds shall be allocated between the parties in proportion to their ownership interests. Nothing in this paragraph shall be construed as a limitation or restriction on the Village's zoning authority.

18. Insurance:

- A. If the Center is damaged by fire or other casualty resulting from any act or negligence of either party or any of either parties' agents, employees or invitee's, shared expenses shall not be diminished or abated while such damages are under repair, and negligent party shall be responsible for the costs of repair not covered by insurance.
- B. The Commission shall maintain property, fire and extended coverage insurance on the Center in such amounts as the Commission shall deem appropriate. Each party shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Center.
- C. Each party shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the Commission, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
- D. Each party shall be listed as an additional insured on each other's policy or policies of comprehensive general liability insurance, and each party shall provide the Commission with current Certificates of Insurance evidencing each party's compliance with this Paragraph.

19. **Waiver of Subrogation:** The Village, the Town and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. The parties further agree that all fire and extended coverage insurance, boiler insurance and other insurance carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights of subrogation against either party on the part of the insurance carrier.

20. General Provisions:

- A. **Modification of Agreement:** Upon written agreement of the parties, this agreement may be modified at any time to authorize expansion of the Center, construction of additional building(s) on the site, or amendment of any other provision of this agreement.
- B. **Nuisance:** Neither the Village, the Town, the Commission, nor any of their guests, visitors, lessees, or invitees shall use or permit the Center to be used in any manner which is a nuisance to anyone on or off the premises, or which may increase the costs of insuring the property.
- C. **Runs with Land:** All benefits and burdens herein imposed or assumed by the parties, or the Commission shall be binding on all successors and assigns. This

agreement shall run with the land in perpetuity unless amended or terminated in writing by agreement of the Village and the Town.

- D. **Effective Date:** This agreement shall be effective upon the date of the final signature affixed below. By executing this agreement, the representatives of the parties each acknowledge that their respective Boards have passed a Resolution approving this agreement.

21. **Waiver:**

- A. **Severability:** If any provision of this agreement shall be declared invalid by a court of competent jurisdiction, the offending provision shall be severed, and the balance of this agreement shall remain in full force and effect.
- B. **Expenses Regarding Enforcement of Covenants and Agreements:** Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this contract.

For the Village:

Daniel Gehrke, Village President

Date

Attest:

Michelle T. Johnson, Village Clerk

Date

For the Town:

Lance Leider, Town Chair

Date

Attest:

Christophe Jenkins, Town Clerk

Date



FIRE STATION AND HALL RESERVATION FORM

242 Fredonia Ave P.O. Box 159 Fredonia, WI 53021
 clerk@fredoniawi.gov 262-692-9125

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ E-MAIL ADDRESS: _____

TYPE OF EVENT: _____ # OF GUESTS*: _____ *Please Adhere to Fire Code

DATE OF EVENT: _____ TIME OF EVENT: _____

| Please Choose Rental Space: | | |
|---|-------------------|----------------------|
| Firehouse (Capacity 75) | FGC (Capacity 75) | Parking Lot or Lands |
| BOARD ROOM RENTAL FEE: \$125/day CONFERENCE RENTAL FEE: \$50/day FIRE HALL RENTAL FEE: \$50/day PAKRING LOT RENTAL FEE: Case-By-Case | \$ | |
| SECURITY DEPOSIT – Returned with Return of Key to Village Clerk’s Office: | \$50.00 | |
| TOTAL FEE: | \$ | |
| BALANCE DUE: (Non-Profit Use is Free of Charge) | \$ | RECEIPT NUMBER: |

***RENTER FORFEITS THE DOWN PAYMENT IF EVENT IS CANCELLED.**

***SECURITY DEPOSIT WILL BE RETURNED IF RENTED AREAS ARE CLEAN AND FREE OF DAMAGE.**

ALL BAGGED GARBAGE MUST BE PLACED IN THE TRASH RECEPTACLES.

*** NO CONFETTI OR GLITTER. ONLY PAINTERS TAPE TO BE USED ON WALLS & FLOORS.**

***NO FOOD PREP OR AUDIO-VISUAL EQUIPMENT FOR USE**

***NO ALCOHOL OR SMOKING AT FREDONIA GOVERNMENT CENTER**

RENTER: _____ DATE: _____

(Renter Agrees to Hold Harmless Agreement on the Back of this Form)

VILLAGE CLERK: _____ DATE: _____

Available: 24 2x5’ Tables + 75 Chairs in Fire Banquet Hall

Please make checks payable to: “Village of Fredonia” 242 Fredonia Ave P.O. Box 159 Fredonia, WI 53021

Any publicity must include: “Sponsored by the (name of organization utilizing the property)”

***RENTER FORFEITS THE DOWN PAYMENT IF EVENT IS CANCELLED.**

***SECURITY DEPOSIT WILL BE RETURNED IF RENTED AREAS ARE CLEAN AND FREE OF DAMAGE.**

***ALL BAGGED GARBAGE MUST BE PLACED IN THE TRASH RECEPTACLES OUTSIDE.**

*** NO CONFETTI OR GLITTER. ONLY PAINTERS TAPE TO BE USED ON WALLS & FLOORS.**

HOLD HARMLESS AGREEMENT:

1. Hold Harmless. Upon renter's use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, renter shall defend, indemnify, and hold harmless the Village of Fredonia from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of renter's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to Village of Fredonia for all legal expenses and costs incurred by it.
2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this form have the legal power, right, and authority to make this Agreement and bind each respective party.
3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual right by custom, estoppel, or otherwise.
5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought about this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.
8. Applicable Law. This Agreement shall be governed by the laws of the State of Wisconsin.



| DESCRIPTION | FEE |
|---|--|
| Subdivision of Land | |
| Objecting Agency Review Fee | Actual Cost |
| Preliminary Plat/CSM Review | \$250 plus \$5 per lot |
| Reapplication of Preliminary Plat/CSM | \$25.00 |
| Improvement Review Fee - Administrative | 1% of estimated cost of public improvements |
| Inspection Fee | Actual Cost |
| Final Plat Review | \$300 plus \$5 per lot |
| Reapplication of Final Plat | \$25.00 |
| Engineering Fees | Actual Cost |
| Legal Fees | Actual Cost |
| TND Review | \$500.00 |
| Annexation Petition Review | |
| 2 acres or less | \$100.00 |
| 2.01-10 acres | \$150.00 |
| 10.01-50 acres | \$200.00 |
| 50.01-100 acres | \$250.00 |
| 100.01-200 acres | \$350.00 |
| 200.01-500 acres | \$500.00 |
| over 500 acres | \$1,000.00 |
| Variance for Subdivision | \$150.00 plus engineer, administrative, mtg. costs |
| Zoning | |
| Conditional Use Permit | \$200.00 |
| Satellite Earth Station | \$25.00 |
| Sign Permit | \$8 per \$1,000; \$25 minimum |
| Re-Zoning Request | \$200.00 |
| Variance or Appeal | \$200.00 per variance |
| Application for Amendment to Chapter | \$300.00 plus Engineering Costs |
| Zoning Permit | \$100.00 |
| Public Site Fee | \$500.00 |
| Dog License Fees | |
| Title 7 (Chapter 1) | |
| Spayed or Neutered | \$5.00 Annually |
| Unspayed or Unneutered | \$10.00 Annually |
| Late Fee (After April 1st) | \$5.00 |
| Kennel License Fee | \$35.00 for 12 or fewer dogs/\$5 for each additional |



VILLAGE OF FREDONIA

Find Your Moments Here

| Liquor License /Cigarette/Pool Table | Title 7 (Chapters 2, 3, 6) |
|--|---|
| Class A Fermented Malt Beverage License | \$75.00 Annually (July 1st - June 30th) |
| Class B Fermented Malt Beverage License | \$100.00 Annually (July 1st - June 30th) |
| Temporary Class B Fermented Malt Beverage | \$10.00 |
| Temporary Class B Wine License | \$10.00 |
| Fermented Malt Beverage Wholesale License | \$25.00 Annually (July 1st - June 30th) |
| Class A Intoxicating Liquor Retailers License | \$275.00 Annually (July 1st - June 30th) |
| Class B Intoxicating Liquor Retailers License | \$300.00 Annually (July 1st - June 30th) |
| Reserve Class B Intoxicating Liquor Retailers | \$10,000 Plus Annual Fee for Class B Intoxicating |
| Class C Wine License | \$75.00 Annually (July 1st - June 30th) |
| Operator's License | \$15.00 Annually (July 1st - June 30th) |
| Provisional License | \$5.00 |
| Cigarette License | \$25.00 Annually (July 1st - June 30th) |
| Pool Table License | \$10.00 Annually (July 1st - June 30th) |
| Park Fees | Title 12 |
| Marie Kraus- Resident | \$75.00 (Plus \$75.00 Refundable Deposit) |
| Marie Kraus- Non-Resident | \$100.00 (Plus \$100.00 Refundable Deposit) |
| Freedom Park- Resident | \$75.00 (Plus \$75.00 Refundable Deposit) |
| Freedom Park- Non-Resident | \$100.00 (Plus \$100.00 Refundable Deposit) |
| Fireman's Park - Resident | \$75.00 (Plus \$100 Refundable Deposit) |
| Fireman's Park - Non-Resident | \$100.00 (Plus \$100 Refundable Deposit) |
| Stoney Creek Park - Resident | \$75.00 (Plus \$75.00 Refundable Deposit) |
| Stoney Creek Park - Non-Resident | \$100.00 (Plus \$100.00 Refundable Deposit) |
| Oak Park Ballfield - Non-Profit Groups | \$75.00 (Non-Refundable) |
| Oak Park Ballfield - For-Profit Groups | \$100.00 (Non-Refundable) |
| *Rental fee waived for civic and non-profit groups | Refundable Deposit is Required |
| Other License/Fees | |
| Sidewalk Installation/Replacement Fee | Permit Required/No Fee |
| Driveway Installation/Replacement Fee | Permit Required/\$35.00 |
| Special Assessment Letters | \$15.00 |
| Copies | \$0.25 |



VILLAGE OF FREDONIA

Find Your Moments Here

| | |
|---|--|
| Transient Merchant License | \$18.00 plus \$2.00 CIB fee for each applicant |
| Board Room Rental- FGC | \$125.00 plus \$50.00 security deposit |
| Conference Room Rental-FGC | \$50.00 plus \$50.00 security deposit |
| Fire Station Room Rental | \$50.00 plus \$50.00 security deposit |
| Food Truck Permit | \$25.00 per month or \$250.00 annual permit |
| Fireworks License | Permit Required/No Fee/Bond Required |
| Street Use Permit | \$20.00 |
| Street Opening Permit | \$300.00 per cut |
| Faxes | \$0.50/page |
| Carnival/Circus | \$5.00 |
| Public Entertainment | \$5.00 per day |
| Non-Metallic Mining Permit | \$100.00 plus Administrative Expenses |
| Blasting/Gravel Crushing | \$50.00 Annually |
| Sexually Oriented Business License | \$250.00 Annually |
| Sexually Oriented Business Employee License | \$100.00 Annually |
| Chicken Permit (up to six chickens) | \$25.00 Annually (Jan 1st-Dec 31st) |
| Pools-In Ground/Above Ground/Spas | \$11.00/\$1,000 valuation - \$100.00 minimum, plus deposit |
| Fences | \$50.00 |
| Parking Permit (need Board approval) | \$25.00/month/space |
| 2023 IMPACT FEES | |
| Park Impact Fees | \$1,600/residential, commercial or industrial when permit issued |
| Failure to remove snow/grass after written notice | \$60.00 per hour |
| Utility payment not honored fee | \$20.00 |
| UTILITIES | |
| <u>SEWER RATES</u> | <u>WATER RATES</u> |
| <u>QUARTERLY SERVICE CHARGE</u> | |
| 5/8" meter \$ 76.91 | 5/8" meter \$ 20.36 |
| 1" meter \$ 115.35 | 1" meter \$ 33.64 |
| 1 ½" meter \$ 192.26 | 1 ¼" meter \$ 49.57 |
| 2" meter \$ 307.63 | 1 ½" meter \$ 63.73 |
| 3" meter \$ 499.87 | 2" meter \$ 92.05 |
| 4" meter \$ 769.04 | 2 ½" meter \$ 92.05 |
| 6" meter \$1538.05 | 3" meter \$ 141.62 |
| | 4" meter \$ 215.96 |
| Volume Charge | \$5.99 per T Gal. Of Sewage Discharged |
| Residential Customers | All water used per quarter \$3.37/T gal. |



VILLAGE OF FREDONIA

Find Your Moments Here

| | |
|---|---|
| Multi-Family Customers | All water used per quarter \$3.24/ T gal. |
| Non-Residential Customers/ Bulk Usage | All water used per quarter \$2.71/ T gal. |
| Water Rates Increased | 8% 1/1/2024 |
| Sewer Rates increased | 12% 12/31/2019 |
| DEPARTMENT OF PUBLIC WORKS | |
| Curb Stop Replacement Fee | \$40.00 |
| Curb Stop Water Disconnection Fee | \$0.00 |
| Curb Stop Water Reconnection Fee | \$40.00 |
| Additional Meter Installation | \$25.00 |
| Quarterly Additional Meter Rental Charges | <ul style="list-style-type: none"> · 5/8" meter \$8.40 · 1" meter \$14.25 · 1-1/2" meter \$27.00 |
| Holding Tank Discharge Permit | \$50.00 per calendar year |
| Holding Tank Waste Disposal Fee | \$8.00 per thousand gallons |
| Camper Disposal Fee | \$10.00 Per Load |
| Water & Waste Water Testing | Set & Reviewed Quarterly by DPW Director |
| FIRE PROTECTION | |
| Annual charge for public fire protection service to the Village | \$152,440 |
| Quarterly Private Fire Protection Service Demand Charges | |
| 2 - inch or smaller connection \$24.00 | 8 - inch connection \$201.00 |
| 3 - inch connection \$45.00 | 10- inch connection \$321.00 |
| 4 - inch connection \$81.00 | 12 - inch connection \$450.00 |
| 6 - inch connection \$150.00 | 14 - inch connection \$585.00 |
| | 16-inch connection \$705.00 |
| | |