

Unapproved Minutes of the Regular Board Meeting

The Dickeyville Village Board met in regular session at 6:00 p.m. on April 10, 2019 in the Dickeyville Community Center, 500 East Avenue, Meeting Room A.

ROLL CALL VILLAGE BOARD:

Matt Gantenbein – President – Present

John Gantenbein – Absent

Jay Redfern – Present

Becky Kienzle – Present

Tom George – Present

Amy Ginter – Present

Jeff Busch – Present at 6:05 p.m.

Pledge of Allegiance

MOTION: T. George and Redfern to approve minutes of the March 13, 2019 with the change that Tom Neis was available to help with the Streets if needed. Approved.

Proof of Publication: Post Office, Royal Bank, Peoples State Bank, Dickeyville Community Center, Dickeyville Web site.

ALSO, PRESENT: Attorney Ben Wood, Dale Neis, Chief Reuter, Ross Griffin, Ric Riniker

PUBLIC INPUT: N/A

BUILDING PERMITS: Three (3) new homes being built, issued two (2) permits. Open book is April 17 from 10:15a.m. to 12:15 p.m. Board of Review is April 24, 2019 starting at 5:30 p.m.

PUBLIC WORKS:

1. MSA has presented a Professional Services Agreement for phosphorus compliance for the remainder of 2019. This would fulfill our "WPDES requirements for this year. Dale sent the information to the board before the meeting so they could look it over and he can sign the report. Attorney Wood said everything looked in order and it was okay for Dale to sign the paperwork.

MOTION: Ginter and Busch to sign contract with MSA for the phosphorus compliance for the remainder of 2019. Redfern yes, Kienzle yes, T. George yes, M. Gantenbein yes. Approved.

2. Hwy 61 project has had a few things for us to deal with, Docu Signed two things from DOT. A Temporary Construction Agreement and a Statement of Non-Reimbursement by Utility. These were e-mailed to all the board members so they could review them. Also, Alex Hagen of DOT had an agreement for Dale to sign for the speed through the school zone. In the document they had a posted sign of 20 MPH and Dale told Alex that it has been 15 MPH for as long as he can remember. Alex is checking with the traffic people and Dale is waiting for the decision before he signs it. Matt can sign the Conveyance of Rights in Land document. This must be signed and witnessed by a Notary Public. Attorney Wood had his stamp and Matt signed it.

MOTION: Ginter and Busch to sign the Temporary Construction Agreement and Statement of Non-Reimbursement by Utility. Kienzle yes, T. George yes, Redfern yes, M. Gantenbein yes. Approved

3. The new Ford 550 is here so you can see it.
 4. There are 7 trees at Kuepers Park, and they all have ash-borer disease and need to come down. We received a price from 3 firms and the low bid was \$3200.00 Digger Hotline has been called and Millbranch Tree Service was the low bid, they will be removing the trees soon.
 5. There are 3 trees at the Community Center that has the ash-borer disease and Ron Errthum will be taking them down. The trees will be replaced when we replace the other ones in the park.
 6. Oak Street Appeal LLC sent a bid in for mowing the grass again this year and the cost will be \$630.00 per cut.
 - a. **MOTION:** T. George and Kienzle to have Oak Street Appeal LLC to cut the grass per agreement. Ginter yes, Busch yes, Redfern yes, M. Gantenbein yes.
- Approved.

AGREEMENT

This Agreement is by and between the Village of Dickeyville, a Wisconsin Municipal Corporation (hereinafter "Village") and Oak St. Curb Appeal L.L.C. (Hereinafter "Contractor") who each agree to the following:

1. **Term.** This Agreement shall be in effect from March 1, 2019, through December 31, 2019, unless terminated pursuant to the provisions of section 4 below.
2. **Services.** The Contractor shall report directly to the Village Director of Public Works and/or the Village Clerk and shall be responsible for the following:
 - a. Lawn mowing and grass trimming services at the following locations
Within the Village of Dickeyville:
 - 1) Well No. 1
 - 2) Well No. 2
 - 3) Wastewater treatment plant
 - 4) Water tower
 - 5) Village entry sign and cul-de-sac by Sunset Lanes & New Lift Station
 - 6) Community Center
 - 7) Kuepers Park
 - 8) Community Park
 - 9) Village lift station
 - 10) Village of Dickeyville Public Works building
 - b. The Contractor shall provide these services on an as needed basis as directed by the Village during the term of the Agreement.
 - c. Services requested by the Village that go above and beyond the scope of duties outlined in paragraphs a and b. Above shall be agreed upon by Village and Contractor by separate written agreement.
3. **Compensation.** For the services stated above, the Village agrees to provide payment to the Contractor at the rate of \$630.00 per mowing (the "Service Fee") pursuant to the estimate attached as Exhibit A. The Service Fee shall be paid by the Village to Contractor within 30 days of a receipt of an invoice from Contractor, and approval by the Village Board. Contractor shall receive no benefits or insurance coverage as part of this Agreement or for services performed under this Agreement. or Both parties understand that Contractor has continuing or recurring business liabilities or obligations in addition to the work provided herein.
4. **Termination.** This Agreement will terminate if any of the following events occur:
 - a. The Village and Contractor mutually agree to terminate this Agreement at any time in writing.
 - b. The Village may terminate this Agreement immediately upon providing written notice to Contractor that the Village has determined that Contractor has engaged in unsatisfactory performance, engaging a lack of professionalism, violated any Village rules or policies or engaged in conduct detrimental to the interests of the Village.
5. **Independent Contractor.** Pursuant to this Agreement, Contractor shall be considered an independent contractor to the Village rather than a co-venturer, agent, employee or representative of the Village. The Village acknowledges and agrees that Contractor may engage directly or indirectly in such other businesses and ventures and is not prohibited under any agreement between Contractor and the Village. Contractor shall be required to provide its own tools and equipment in order to fulfill the terms of this Agreement.

- 6 **Taxes.** Contractor is liable for the payment of all taxes applicable to any compensation provided hereunder, and Village shall not, withhold or pay any federal, state or local income, social security, unemployment or worker's compensation taxes relative to such amounts. Any compensation payable to Contractor under this Agreement will be reflected on Form 1099 MISC. Contractor shall indemnify and hold the Village harmless against any and all such taxes.
- 7 **Indemnification.** Contractor shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and the results thereof. Contractor assumes full liability for all of its acts or omissions in the performance of services by Contractor.

If any claim or proceeding is brought against the Village, its officers, agents or employees for the failure, omission or neglect of Contractor, to fully and satisfactorily perform any of the covenants, acts, matters or things covered by this Agreement, or for any injury or damage caused by Contractor, Contractor shall indemnify and hold harmless Village, its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such claim, including the costs of defense and attorney fees. Village shall have the option of tendering the defense of any such claim at law or in equity, including hiring its own attorneys or requiring Contractor or Contractor's insured to defend such claim without cost or expense to the Village. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason and shall continue to be binding upon Contractor and to inure to the benefit of the Village.

- 8 **Insurance.** Contractor shall furnish the Village with Certificates of Insurance to the Village's Satisfaction.
9. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. In the event any court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is invalid or unenforceable in whole or in part, the parties hereto agree that such court in making such determination will have the power to modify such provision to the extent permitted by law.
10. **Governing Law and Forum.** This Agreement shall be governed and construed in all respects with the laws of the state of Wisconsin. The parties agree that any and all disputes related to this Agreement will be resolved in a state court in Grant County, Wisconsin.
11. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may not be assigned by Contractor without the written consent of the Village. This Agreement shall not be modified except by written consent of both parties.
12. **Notices.** All notices pursuant to the terms of this Agreement shall be delivered by first call mail as follows:

To the Village of Dickeyville: Village Clerk
500 East Avenue
PO Box 219
Dickeyville, WI 53808

To the Contractor: Oak Street Curb Appeal L.L.C.
Bob Blindert
604 W. Oak Street
Boscobel, WI 53805

Dated this _____ day of _____, 20_____.

VILLAGE OF DICKEYVILLE

_____**Matt Gantenbein**_____
Matt Gantenbein, President

_____**Donn K. Timmerman**_____
Donna K. Timmerman, Clerk
b.

CONTRACTOR

Bob Blindert, Member
Oak St. Curb Appeal L.L.C

7. Dale has surgery scheduled for June 27, 2019. His doctor told Dale he would be able to come back to light duty in about 6 weeks if everything goes well.
8. Summer help we had two (2) people apply for the position. Employee Committee scheduled interviews on April 26th.

POLICE REPORT:

- 29 Traffic Stops (eight (8) Traffic Citations)
 - 2 No Seatbelt
 - 2 No Driver's License
 - 2 Non-Registrations
 - Speeding
- 2 Parking Citations Issued
- 4 Suspicious Persons
- 4 Assist with EMS/Fire/Grant
- 2 Warrant Arrest
- 1 U-Haul Trailer Theft (returned)
- 2 Fraud Complaints (identity)
- 3 Liquor Server Permit Checks
- 18 Vehicle Registrations
- 8 School Zone Assist
- 5 DARE School Visits
- 3 Animal Complaints
- 20 Home and Business Security checks
- 8 Village Ordinance Investigation
- 4 Phone Harassment Complaints
- 2 Welfare Checks on persons checked
- 4 Suspicious Persons
- 4 Assist with EMS/Fire/Grant
- 2 Warrant Arrest
- 1 U-Haul Trailer Theft (returned)
- 2 Fraud Complaints (identity)
- 3 Liquor Server Permit Checks

Speed Sign by Village Garage quit working and was sent to manufacture in PA. Manufacture stated the hardware is out of date and unfixable. UPDATE, Sign was fixed for \$220.00 and is again mounted and working.

March seventh (7) and twenty-six (26) Click it or Ticket was enforced for the grant and four (4) citations were issued.

DARE Graduation will be May Third (3rd) in Kieler.

Participated with UWP Police and completed required firearms qualifications for 2019. May 1 will be attending SWTC for Vehicle operations and Pursuit training.

Wisconsin prescription drug take back event will be hosted at the Community Center on April 27th, 2019 from 9 a.m. to 1 p.m.

Chief Reuter gave the board an update on how BINGO was going. We have had a nice crowd and seems to be going well. For the State we must have a mission statement. So, we are working on that.

Peoples State Bank

- Royal Bank

- MOTION:** Redfern and T. George to except Royal Bank's bid for 10 years 2.55%. Ginter abstain, Busch yes, Kienzle yes, M. Gantenbein yes Approved.

The following applied for a License to Serve Fermented Malt Beverages and Intoxicating Liquor:

- Chief Reuter did a back ground and check and approved all for a license.

Received a few calls on when is the Village going to start picking up yard waste. Dale said they started pickup on Monday April 8th.

Gave M. Gantenbein a copy of the contract to sign for the Domi Street project from K D Engineering.

Brickl Memorial Library

~15 different individuals utilized the computers during the time frame of March 11th, 2019 through April 6th, 2019.

3-11-19/3-16-19 ~ 54 families weekly

3-18-19/3-23-19 ~ 69 families weekly

3-25-19/3-30-19 ~ 64 families weekly

4-01-19/4-06-19 ~ 67 families weekly

~0 new patron cards were issued in March 2019

What's Going on at the Brickl Memorial Library:

~Mark your calendars for the **Easter Eggstravaganza at the Brickl Memorial Library** on **Saturday, April 13th from 10:00-11:30!**

~**Join the Brickl Memorial Library for Our Final 2019 Story Time Before Summer!**

Dates: Mondays, April 15th, 2019!

Time: from 10:30-11:00 a.m.

~ **School-Aged Children.... Join our Lego Time at the Library!** Lego Time will be held every **fourth Saturday** of the month in 2019 (excluding December) from **10:00-11:00**, the next Lego Club Time will be on **Saturday, April 27th, 2019** in the **Library!**

~**Interested in a Book Club for Adults?** The Book Club will be held every **fourth Saturday** of the month in 2019 (excluding December) from **10:00-11:00**, the next Book Club will be on **Saturday, April 27th, 2019** in **Room A** at the **Dickeyville Community Center!** During the month of April, choose and read a **Self Help/Psychology** book of your choice, then join us on April 27th for a lively discussion! **Up Next Month: May = Sci-Fi or Fantasy**

~**Volunteers Needed!!** **The Friends of the Library** is a **nonprofit organization** established to support the Brickl Memorial Library. Please join them at their next monthly meeting on **Monday, April 29th, 2019 at 6:30 p.m.** in the library!

~ **Brickl Memorial Library Hours!** Mondays – 1:00 – 6:30 p.m.; Tuesdays – 1:00 – 6:30 p.m.; Wednesdays – 1:00 – 6:30 p.m.; Thursdays – 1:00 – 6:30 p.m.; Saturdays – 9 a.m. – Noon; Fridays & Sundays – Closed

~To contact the library, stop by, call 608-568-3142, or email tpfohl@swls.org. You can also check us out at www.dickeyville.com or on Facebook at <http://tinyurl.com/BricklLibrary>

APPROVE PAYMENT OF BILLS:

MOTION: Ginter and Kienzle to approve payment of bills.

MOTION: Redfern and Busch to adjourn at 8:03 p.m. Approved

Respectfully Submitted: Donna K. Timmerman Clerk/Treasurer

Check Issue Date	Check #	Payee	Description	Check Amount
4/8/2019	15513	ALLIANT ENERGY	STREET, WATER, COMMUNITY CENTER, SEWER, PARK, LIFT STATION, VILLAGE GARAGE	\$4,293.21
4/8/2019	15514	APPLIED MICRO	CARBONITE SAFE BASIC WATER COMP.	\$176.73
4/8/2019	15515	BAKER & TAYLOR BOOKS	LIBRARY BOOKS	\$685.59
4/8/2019	15516	EAST REGION BARD	SCALE USAGE	\$16.00
4/8/2019	15517	BOARDMAN & CLARK	ATTORNEY FEES	\$861.00

4/8/2019	15518	CARDMEMBER SERVICE	POLICE SUPPLIES, POLICE VEHICLE,	
4/8/2019	15519	DEB KIELER	POSTAGE, SEWER SUPPLIES, ROSS	\$843.72
		DICKEYVILLE WATER &	CLOTHING, CHILD PROGRAM DVD'S,	
		SEWER	ELECTION WORKER	\$130.50
4/8/2019	15520	SEWER	GARAGE, SEWER, COMMUNITY CENTER	\$286.97
4/8/2019	15521	DRIVE LINE OF DUBUQUE	TRUCK, SNOW PLOW	\$10,776.10
4/8/2019	15522	LOUANN GEORGE	ELECTION WORKER	\$63.75
		GRANT COUNTY HIGHWAY		
4/8/2019	15523	DE	SALT	\$2,873.50
4/8/2019	15524	GRANTLAND SAFETY INS	SAFETY CHECK	\$522.42
4/8/2019	15525	HAWKINS INC.	WATER CHEMICALS	\$127.90
4/8/2019	15526	HEILEMAN BERNARD	ELECTRIC FOR MEMORIAL	\$25.00
			CHLORINE PUMP & PUMP FOR	
4/8/2019	15527	J & R SUPPLY	WWTP	\$1,004.00
4/8/2019	15528	K D ENGINEERING	DOMI AVENUE	\$1,748.50
4/8/2019	15529	KRUSER SEPTIC SERVICE	SEWER AND COMMUNITY CENTER	\$3,166.25
4/8/2019	15530	VOIDED WROTE TO MARSHALL INSURANCE		
4/8/2019	15531	MEDICAL ASSOCIATES	DRUG TEST (RANDOM)	\$66.00
4/8/2019	15532	MENARDS VOIDED	VOIDED	
4/8/2019	15533	MORSE ELECTRIC	SEWER REPAIRS	\$457.13
4/8/2019	15534	NEOPOST	POSTAGE	\$268.04
4/8/2019	15535	PERSONNEL CONCEPTS	LABOR LAW POSTERS	\$10.90
4/8/2019	15536	QUILL COPORATION	OFFICE SUPPLIES	\$103.40
4/8/2019	15537	REPUBLIC SERVICES	GARBAGE AND RECYCLING	\$5,324.45
4/8/2019	15538	RICHARD ROLLEFSON	ELECTION WORKER	\$130.50
4/8/2019	15539	SECURIAN FINANCIAL	LIFE INSURANCE	\$124.39
4/8/2019	15540	SIGNS TO GO	SIGNS FOR VEHICLES	\$180.00
4/8/2019	15541	SPLINTER DIANE	ELECTION WORKER	\$46.75
4/8/2019	15542	SYLIVA WENTZ	ELECTION WORKER	\$67.50
			WATER, SEWER, POLICE, CLERK, MEAL	
4/8/2019	15543	TDS TELECOM	SITE, COMMUNITY CENTER, LIBRARY	
			PHONE	\$562.06
4/8/2019	15544	THE HORTON GROUP	WORKMANS COMP INSURANCE	\$8,229.00
4/8/2019	15545	TRI-COUNTY PRESS	PUBLICATION	\$313.42
4/8/2019	15546	VERIZON	POLICE HOT SPOT	\$40.01
			COMMUNITY CENTER, PUBLIC WORK	
4/8/2019	15547	WE ENERGIES	BUILDING, WASTE WATER	\$881.89
4/8/2019	15548	WEBER PAPER COMPANY	COMMUNITY CLEANING SUPPLIES	\$74.26
4/8/2019	15549	THOMAS WELP	REFUND ON PROPERTY TAXES	\$360.78
			POLICE VEHICLE, WATER VEHICLE,	
			SEWER VEHICILE, MACHINERY &	
4/8/2019	15550	WEX BANK	EQUIPMENT	\$609.94
4/8/2019	15551	WICKER EMILY	CHILDREN'S PROGRAM	\$10.00
4/8/2019	15552	WOOD LAW FIRM	ATTORNEY FEES	\$850.00

4/8/2019	15553	ALLIANT ENERGY	MUNICIPAL BUILDING	\$244.72
4/8/2019	15554	L V LABS	SEWER CHEMICALS	\$816.00
4/8/2019	15555	MARSHALL INSURANCE	TRUCK, SNOW PLOW	\$540.00
4/8/2019	15556	MENARDS	SEWER AND WATER SUPPLIES	\$107.10
4/8/2019	15557	MIDWEST BUSINESS PROD.	LIBRARY COPIER MACHINE	\$84.49
4/8/2019	15558	MORSE ELECTRIC INC.	SEWER REPAIRS	\$1,345.53
*4/9/2019	15559	DONNIE'S TIRE & AUTO	MACHINERY & EQUIPMENT	\$585.58
4/9/2019	15561	WATER LEAK LOCATORS	WATER - LOCATION FOR WATER MAIN BREAK	\$371.00
4/9/2019	15562	WI ENVIRONMENTAL	WATER LOAN & INTEREST	\$63,368.56
4/9/2019	15563	WI STATE LAB OF HYGIENE	LAB TEST	\$26.00
4/10/2019	15564	BRINKMEN KELLY	REFUND ON ROOM A	\$25.00
4/10/2019	15565	GCEDC	MEETING (DALE)	\$14.00
4/3/2019	ACH	GROUP INSURANCE PREMIUM TAX IINCREMENTAL	HEALTH INSURANCE	\$5,844.68
3/27/2019	ACH	FINANCE	TID	\$150.00
3/14/2019	ACH	ALICE T. KAY	PAYROLL	\$240.60
3/14/2019	ACH	BETTY KERKENBUSCH	PAYROLL	\$75.55
3/14/2019	ACH	DALE E. NEIS	PAYROLL	\$1,759.35
3/14/2019	ACH	TINA R. PFOHL	PAYROLL	\$799.72
3/14/2019	ACH	RICHARD RINIKER	PAYROLL	\$753.48
3/14/2019	ACH	DAVID P. REUTER	PAYROLL	\$1,546.13
3/14/2019	ACH	DONNA J. SCHMITT	PAYROLL	\$57.39
3/14/2019	ACH	ROSS E. GRIFFIN	PAYROLL	\$1,306.99
3/14/2019	ACH	DARLENE C. LAWRENCE	PAYROLL	\$392.71
3/14/2019	ACH	DONNA K. TIMMERMAN	PAYROLL	\$1,051.55
3/14/2019	ACH	DENISE VONDRAN	PAYROLL	\$68.76
3/14/2019	ACH	EMILY WICKER	PAYROLL	\$32.32
3/14/2019	ACH	RICHARD L. STANTON	PAYROLL	\$223.30
3/14/2019	ACH	FICA - SOCIAL SECURITY	PAYROLL	\$1,322.80
3/14/2019	ACH	FICA - MEDICARE	PAYROLL	\$309.36
3/14/2019	ACH	FEDERAL WITHHOLDING TAX INCREMENTAL	PAYROLL	\$710.47
3/15/2019	ACH	FINANCE	FOR OUR TIF	\$150.00
4/3/2019	ACH	GROUP INSURANCE PRE.	PAYROLL	\$5,844.68
3/28/2019	ACH	ALICE T. KAY	PAYROLL	\$271.72
3/28/2019	ACH	BETTY KERKENBUSCH	PAYROLL	\$75.55
3/28/2019	ACH	DALE E. NEIS	PAYROLL	\$1,484.91
3/28/2019	ACH	TINA R. PFOHL	PAYROLL	\$799.72
3/28/2019	ACH	RICHARD RINIKER	PAYROLL	\$753.48
3/28/2019	ACH	DAVID P. REUTER	PAYROLL	\$1,652.81
3/28/2019	ACH	ROSS E. GRIFFIN	PAYROLL	\$1,471.42

3/28/2019	ACH	DARLENE C. LAWRENCE	PAYROLL	\$376.93
3/28/2019	ACH	DONNA K. TIMMERMAN	PAYROLL	\$1,083.18
3/28/2019	ACH	DENISE VONDRAN	PAYROLL	\$74.84
3/28/2019	ACH	EMILY WICKER	PAYROLL	\$32.36
3/28/2019	ACH	RICHARD L. STANTON	PAYROLL	\$205.41
4/3/2019	ACH	FICA SOCIAL SECURITY	PAYROLL	\$1,373.39
4/3/2019	ACH	FICA MEDICARE	PAYROLL	\$321.20
4/3/2019	ACH	FEDERAL WITHHOLDING	PAYROLL	\$643.52
4/3/2019	ACH	WISCONSIN WITHHOLDING	PAYROLL	\$848.30
4/3/2019	ACH	WRS REMITTANCE	RETIREMENT	\$2,710.71