

**TOWN OF LODI
TOWN BOARD MEETING MINUTES
TUESDAY, MARCH 28, 2017**

1. Call to order & roll call: Meeting called to order by Chairman Marx. Board members present: Tom Marx, James Brooks, James Bechen, Robert Benson, Jon Plumer. Also present: Andrea Jansen, CPA, CFE, Senior Manager – Baker Tilly Virchow Krause, LLP, Greg Kaminski, Director – Columbia County Solid Waste Dept., Cynthia McDonald, Atty. Paul Johnson – Boardman & Clark, LLP, Tobin & Loretta Hellenbrand, Denise Patterson (Park Commission), Amber Elsing (Park Commission), Neil Patterson, Jim Seaton, Margaret Vaughan, Bob Collins, Julie Cordio, Andrea Giese, Joanne Faust, Tom Faust, Jay Gawlikoski, Dawn Joachim,

2. Pledge of Allegiance: lead by Chairman Marx

3. Citizen Input: Margaret Vaughan – (1) there has been a Plan Commission meeting at which you (Tom Marx) stated that you have asked the Town Engineer to look at some extraterritorial zoning with the City of Lodi; (2) I understand from Atty. Bechler that extraterritorial zoning is no longer possible. Marx – we’re always looking at working with the City, I haven’t worked with them at all as far as extraterritorial zoning with the City, nor have I talked to Atty. Bechler regarding this subject.

4. Andrea Jansen of Baker Tilly – 2016 audit report: Jansen – (1) “Communications to those Charged with Governance & Management” report”: The report looks pretty much as it always has, and the negatives are mainly due to the fact that you have an office staff of less than 6, so there is duplication of duties. Page 8 shows some resources on our website to guide board members; page 10 has the audit adjustments. (2) “Financial Statement” Report: I handed out a “Presentation to the Town Board – March 28, 2017” that summarizes the highlights of this Financial Statement. I see no red flags in your financials.

5. Greg Kaminski – Columbia County Solid Waste: Brooks – we had our Transfer Site set up in one way, and then I went out to the Transfer Site and was told everything had been changed. Marx – we didn’t know that “commingled” dumpsters were coming, so we and the public were not prepared. Kaminski – it is no longer necessary to separate our recyclables, which works fine in small communities that only have 1 commingled recyclable container. Rick Waugh was contacting us weekly asking when the Town was going to go to commingled recyclables, so that’s why we started it already here. Bechen – last time you were here you told us we would be going to commingled, and I personally don’t see any problem with doing so. Brooks – but the board decided several months ago to not go commingled. Benson – we decided not to go with it until we had the correct containers for it. Kaminski – the only thing we still keep separated is cardboard, which we bale. Benson – I was at the Transfer Site last week and it looked like the same containers with the same small openings, which is a problem if people are putting all their recyclables in large containers – which are hard for people to pour into these small holes. Kaminski – there should be new containers with larger holes in them now. Brooks – a concern we have is that, according to Rick Waugh, no plastic bags can be put in these commingled containers. Kaminski – yes, the plastic bags CAN be put in the commingled containers. Bechen – is the reason our contract went up 22% due to new containers? Kaminski – it’s due to the fact that we haven’t increased our contract fee in 20 years. That’s what I came to your meeting last May to inform you. Marx – the fact is that we are now commingling recyclables and we’ll have to get the information out to people.

6. Cynthia McDonald re: use of Town Hall as pickup site 1-2 times/month for 2-3 hours for Feeding America/Second Harvest partnered with Gospel Lighthouse Outreach: McDonald – my step-father had a church in Plain for many years, and they had an outreach program. My sister and I helped our Dad with this. My Dad passed away 8 years ago, so my Mom and I kept the program going, and brought it into this area – using

my home as the distribution center for this area. My Mother has recently moved in with me and my family, and she feels there are people in this area that could use this help. The difference between what I can do and what Reach Out Lodi does is that what we do is not income based and not limited to only homes in the Lodi School District. There are people who may live in good homes, but at the end of the month they don't have enough food. There are people who don't want to walk in to a designated/known food pantry. So I called and talked to April Goeske, and she said I should appear before the Town Board. Our program has the flexibility to make food deliveries to homebound residents, and I have access to other items such as toiletries, clothing, etc...

Benson – walk us through what you see this building being used for. McDonald – I just need the building for 3 hours once or twice a month. Eventually food could be delivered here, but right now I will be picking up the food and bringing it here. Then I divide it up (food, personal items, laundry soap). Bechen – I'm the account manager for Second Harvest. McDonald – there are some people who are uncomfortable walking into a food pantry, but will accept free food delivered to them. Benson – about how many people do you feel you would be helping? McDonald – at our last location we helped around 1,200 people. Benson – I think it is a wonderful idea. Marx – would you require any storage here? McDonald – almost everything will come in and go out.

Benson – I think it's a great idea and could help many in the community. I only ask that you clean up after you use our space. McDonald – Second Harvest requires that we have proof that the building has been sprayed for bugs at least once a year; I have someone who does this as a business who is willing to do this for free 1-2 times per year. Brooks – I think what you're doing is wonderful and a benefit to our community. Only question I have is regarding insurance. Plumer – I've known Cynthia for 20 years, and I think this is a great use for our building. Bechen – I commend you for your efforts, but I too want the insurance issue followed up on. If this grows into a larger operation, would we end up with a semi coming in to our parking lot. McDonald – right now it's just my sister and I using our large vans. Bechen – Second Harvest distributes over 4 million pounds of food in Wisconsin. Brooks – and I'm on the Columbia County Health & Human Services Board.

Benson/Brooks motion to approve Cynthia's request to use our building upon clarification of insurance, to be reviewed in 6 months; MC 5-0

7. Rezones, Certified Survey Map & Waiver of Access relating to creation of 4 lots. Owned by: Strander Investments, LLC/Dean Strander; N2517 County Road V; Lodi, WI 53555:

Marx – this has been before the Plan Commission, who made their final recommendations at their 3/23/17 meeting.

Atty. Johnson – Strander is proposing to divide his parcel into 4 parcels, one (where his former business, Strander Septic, is located) will remain zoned Commercial; 2 lots will rezoned to RR-1 Rural Residential, and Outlot 1 will be rezoned to A-1 with A-4 Overlay. Strander is requesting: (1) rezoning of lots 2 & 3 to residential, and the Outlot to A-1 with A-4 Overlay; (2) Certified Survey Map; (3) Waiver of the 66' wide access requirement for each parcel; (4) and waiver of the 66' wide access requirement off of CTH V.

(a) Public Input: Vaughan – what's Stranders plan for sewer? Johnson – he will comply with whatever is available in that area. Note: not in a sanitary district; so will be private well and septic.

(b) Board discussion: none

(c) Board action: *(1) Bechen/Benson motion to recommend approval of rezoning Lots 2 & 3 from Commercial to Rural Residential, and Outlot 1 from Commercial to AO-1 General Agriculture w/A-4 Agriculture Overlay; MC 5-0.*

(2) Bechen/Plumer motion to recommend approval of waiver of access variance to the 66' access for Outlot 1 with the reason being there is 66' of access to Lots 2 and 3, and Lot 2 is linked to Outlot 1; MC 5-0.

(3) Bechen/Benson motion to recommend approval of the alternate CSM; MC 5-0.

(4) Bechen/Plumer motion to recommend approval of the Declaration of Joint Access; MC 5-0.

8. Certified Survey Map to adjust lot lines of Parcel 11022-650.03 (Lot 1) & Parcel 11022-650.04 (Lot 2) and Rezone Lot 1 from RR-1 Rural Residence to A-1 Agriculture with the A-4 Overlay and Lot 2 from A-1 Agriculture with A-4 Overlay to RR-1 Rural Residence, Located in Section 32, owned by Tobin & Loretta Hellenbrand @ N671 Kelley Road; Lodi, WI 53555:

Loretta Hellenbrand – we're looking to reduce the lot that our house is on to 1.5 acres on the north and south side, so that we can build an Ag shed to the north of the house in the best location on the other parcel. All the land is being tilled at this time.

(a) Public Input: none

(b) Board discussion: none

(c) Board action: *Bechen/Benson motion to recommend approval of the rezone of Lot 1 from RR-1 Rural Residence to A-1 Agriculture with the A-4 Overlay and Lot 2 from A-1 Agriculture with A-4 Overlay to RR-1 Rural Residence and the Certified Survey Map, with correction of the word "Lodi" that should be "Lot"; MC 5-0.*

9. Roadwork 2017: Marx – the board took a road tour with reps from Columbia County Highway Dept. and looked at some of our roads that need the most repair. They've sent us estimates for Thunder Hills Road (\$18,733.13), Park Street (\$57,068.49), Dalton Road (\$12,052.13), a section (CTH V 500') of Summerville Park Road (\$12,577.74) and Lang Drive (\$49,829.32), for a total of \$150,260.81. The board did go up all the roads that were chip sealed last Fall and we see what the concerns and complaints are about. Columbia County Highway Dept. will be coming back with a vacuum to get up all the gravel piled up along the roads and in people's driveways. Chip sealing is cost effective and extends the life of the road about 10 years, if it's done right. It may be good for some roads, but not residential areas. We also took a look at Smith Road, which needs repair but won't fit into this year's budget. Brooks – I drove Smith Road today and potholes are growing. Also, are they taking a knoll out of Lange Drive? Bechen – that's extremely expensive. Brooks – we can look into the cost just so we know. Goeske – at your next meeting you will be taking action on requesting Columbia County Highway Aid, which I'll fill out the form for Park Street. Marx – the town asked the County to do some crackfilling last year, which they didn't get done because they were ordered to do some state road work; so we'll have to look into getting that done and by whom this year. Bechen – I think we should have Crackfilling Service look at the ones the County didn't get done this year. If we're giving the County permission for \$150,260.81 of roadwork, we should give the crackfilling to Crackfilling Service, which has always done excellent work for us with no complaints. Benson – I agree with Bechen. Jon – I agree we should give crackfilling to Crackfilling Service. Is Smith

Road going to need a lot of work this year? Marx – we could get an estimate. Bechen – maybe we could chip seal Smith Road. Marx – another road that needs a lot of help is S. County Line Road, but the problem with that road is that it is owned in different sections by different municipalities.

Seaton – the intersection of Summerville Park Road/CTH V is bad. Marx – that is one that was quoted above. Seaton – another problem is Kohn Road, it's a dark rural road with no centerline stripe, it hasn't been done in years. Brooks – I brought that up during our road tour with the Columbia County Highway Dept. Goeske to check into this and Arlington's share. Neil Patterson – any estimate when they will be doing this vacuuming of the gravel? Goeske – during the road tour they said within the next month. Brooks – they have to make sure the ground isn't too soft so their equipment sinks in. Joachim - what are they doing with Lange Drive? Marx – 2" gravel lift, 2" binder mat, 1.5" surface mat, 2' gravel shoulder. Giese – what are they doing with Dalton? Marx – 2" overlay, 1.5' gravel shoulder.

Bechen/Brooks motion to approve CCHD do the following roadwork in 2017; MC 5-0:

Thunder Hills Road: McGowan to private driveway (1,329 x 16')

*2" overlay
1.5' gravel shoulder*

<i>Blacktop cost:</i>	<i>\$17,0014.68</i>
<i>Shoulder cost:</i>	<i>\$ 1,718.45</i>
<i>Total:</i>	<i>\$18,733.13</i>

Park Street: Rodney Drive to Dead End (1,602' x 24-40')

*2" overlay
1.5' gravel shoulder
2" gravel lift in cul de sac (water, compact and final grade)
2" surface mat in cul de sac*

<i>Final Grade cost:</i>	<i>\$ 6,527.57</i>
<i>Blacktop cost:</i>	<i>\$46,154.61</i>
<i>Shouldering cost:</i>	<i>\$ 4,386.21</i>
<i>Total:</i>	<i>\$57,068.49</i>

Dalton Road: CTH K to Dead End (686' x 16')

*2" overlay
1.5' gravel shoulder*

<i>Blacktop cost:</i>	<i>\$10,344.97</i>
<i>Shouldering cost:</i>	<i>\$ 1,707.16</i>
<i>Total:</i>	<i>\$12,052.13</i>

Summerville Park Road Intersection: (500' x 22')

*2" overlay
1.5' gravel shoulder*

<i>Blacktop cost:</i>	<i>\$10,344.97</i>
<i>Shouldering cost:</i>	<i>\$ 2,232.77</i>

Total: \$12,577.74

Lang Drive: CTH V to Dead End (2,559' x 16')

2" gravel lift, water, compact and final grade

2" binder mat using 19 mm E-1 mix for approximately 1,606'

1.5" surface mat using 12.5 mm E-1 mix for approximately 2,559'

2' shoulder using ¾" gravel

Gravel Lift & Grade:	\$ 8,281.66
Blacktop:	\$38,787.61
Shouldering cost:	\$ 2,760.05
Total:	\$49,829.32

10. Ordinance 2017-042 re: driveway surface materials within 3 ft. off of paved road: Marx – the county has told us (several times over the years) that their ordinance states that there cannot be concrete all the way up to the edge of paved county roads. But the Town ordinances don't state that restriction for driveways off of Town roads. Also, the ordinance that Atty. Bechler has provided us covers all driveways in the entire town. Bechen – how about we exempt Ag-zoned property from this ordinance. Collins – how about current concrete driveways that go all the way to the paved road? Bechen – they're grandfathered in, the town can't make them change their driveways. Brooks – my concern is that the CCHD and anyone else who snowplows for us, having concrete all the way to any paved road is a problem. Vaughan – so this is for future access/driveways from this day forward? Marx – yes.

Bechen/Benson motion to approve Ordinance 2017-02 (numbering corrected) with the addition of "excluding all Ag-zoned properties" inserted after "abutting the Town Road"; MC 4-1 (Brooks – no).

11. Sign for Town Hall: Marx – I'm passing around a picture to everyone here tonight Original plans were for a sign that would have masonry support posts that would match the exterior of the Town Hall with some sort of sign in the middle, at a cost of \$8,000 - \$12,000. What I'm bringing to you is a plan to have 2 carved eagles as support posts with a carved sign, at a cost of at least ½ of original proposal. Benson – I'd like to see a carving that is more natural colored, not painted, this example is more like it's for Wisconsin Dells. Marx – the posts that are on my restaurant are natural colored. Benson – I was on the Town Hall Building Committee and the consensus was that people wanted everything to do with the Town Hall to look natural. Marx – the man who does this work was out of state when I talked to him, so I can get him to send more pictures and ideas when he gets back to Wisconsin. Plumer – I agree if it's more natural would look better. Bechen – and how he's going to incorporate the sign into it. Brooks – we should also get quotes from other companies to make sure the town is getting its best price.

Vaughan – it's great to hear that action is taking action on finally getting a sign. But it seems that even \$5,000 - \$6,000 is too much for a sign. And why would the original sign have cost \$10,000 - \$12,000. Goeske – I need to check with the County regarding their sign ordinance. Brooks – That \$10,000 - \$12,000 cost was only for the posts, it didn't include the sign. Vaughan – I think posts with animals perched on them is overkill for the sign. Seaton – I agree with Vaughan. I think a nice wood sign could be come up with. Plumer – something like what West Point has? Goeske to check with West Point. Collins – when the building was designed there were a lot of people who wanted the sign with posts that matched the building. Brooks – I was for this eagle idea, but now hearing from the residents present I'm not so sure. Benson – we should see what West Point has, cost, and who did it. Plumer – I'd like to have a couple of comparisons. I'd like to see ideas from this carving person, and ideas from others. Bechen – I think \$10,000 - \$15,000 is

too much for a sign, there has to be something more reasonably priced. Goeske – what is the sign that says “Welcome to Harmony Grove” like? Bechen – it’s a wood sign too. Collins – we’d have that sign years ago, but there were obstacles and delays; the first being the work on and widening of CTH V, then where electrical is located could be in the way.

Bechen/Benson motion to table until April 25th meeting; MC 5-0.

12. Rebills for carbon monoxide and other false alarms: Julie Cordio – I rent the home from Katie Larrabee-Lane @ N1430 Fair Street (next to KD’s Bar), we just moved in recently. On 12/21/16 the CO2 alarm goes off, so I called the police department. The LAFD responded and determined that the detector is faulty. Then I get a bill from the Town of Lodi for \$425 for their response. I called our landlord, who stated that the bill is my responsibility as the one who called. Knowing this, I wouldn’t call the next time the alarm goes off. The LAFD charges a flat fee of \$425 whether they respond to a simple call like this for less than 15 minutes or fight a fire for 15 hours. Marx – this has been discussed before and it’s been suggested to the LAFD that they have a fee schedule for different kinds of calls. My opinion is that is what should be done. Benson – I don’t want residents not to call when their alarm goes off because they know they’ll get a \$425 bill. The reason we bill residents is because the town is billed for each call and pays for them. Maybe something in the line of the town pay ½ of the call and the resident pay the other ½. Marx – I have a problem with the town paying or the resident paying \$425 for the fire department to respond to this. Amber Elsing – I had my CO2 alarm go off, and MG&E came at 2:00 a.m. in the morning and checked it out for free. Bechen – I see several of these where the LAFD has responded to alarms more than once, which means the homeowner didn’t fix the defective detector the first time. Marx – what does the board want to do, absorb the entire cost, have the responsible party pay for a portion, or ask the LAFD to change their fee schedule. Cordio – knowing that anyone could incur this fee is enough to make people not call. Benson – I can see splitting the cost. Marx – if the cost was \$200 would you still call. Cordio – probably not, I would have tried other options. Brooks – we could agree to cover Cordio’s bill, but the problem still exists. Marx – are we going to see a reduction in the fire department’s budget and them coming to ask us for more money?

Goeske – I did send out one email to another local fire department to ask how they bill for fire calls, and I intend to do more research. Cordio – my brother works for another fire dept. and they do not charge for calls relating to CO2 detectors.

Brooks – I will bring it up at the next Fire Commission meeting and see what happens. Plumer – I’m still upset that the LAFD is charge the same fee no matter what it is they’re called out for. They’re working for us, and to charge the same fee for everything. Bechen – I don’t see why the town should pay for defective detectors and gas leaks. Brooks – I believe the fire runs in the town should be covered in the town’s budget and not rebilled. Marx – I will contact Atty. Bechler and ask him whether it’s the landlords or the renters responsibility. Goeske – I will forward to Town Board members an email from Atty. Bechler regarding this invoice. Marx - I will also talk to City of Lodi Mayor Jim Ness and Town of West Point Chairperson Dean Schwarz about the LAFD flat fee.

Benson/Plumer motion to split the bill 50% for Cordio; MC 4-1 (Bechen – no).

13. Chairman Reports (Marx): Vaughan asked me what the issue was with the Town Engineer – all it is that they are understaffed and overworked, and I have met with them.

14. Clerk-Treasurer Reports:

(a) Town Board meeting minutes of February 28, 2017: *Bechen/Plumer motion to approve as presented; MC 5-0.*

(b) Revenues vs. Expenditures as of March 24, 2017: Bechen – 102A Special Assessments – Section 134 A offsets that; 109A Public Charges Legal Rebills – Section 128B offsets that. We approved an additional \$12,000 towards the principal on our mortgage in 2017, which was paid in March.

Bechen - Snowplowing comparison: we are paying more for Schmidt than for CCHD. Marx – remember there is different # of miles they’re each doing. Benson – but Schmidt is still 30% higher. Bechen - \$1,883.75 for Schmidt, \$1,168.11 CCHD. Marx – when we have all the figures for the entire winter from both parties we’ll have to discuss this and make an informed decision.

(c) Payment of Bills: Mortgage ACH + Checks: Bechen - Check 21613 for \$2,450 to Lodi Tree Service? Marx – that’s for dead trees in the road right-of-way of Deer Run Drive that we had to have taken down due to public safety issues.

Bechen/Brooks motion to approve mortgage loan ACH #007 + checks #21611 through #21639 totaling \$78,326.25s; MC 5-0.

Invoice #0012626-IN dated 2/28/17 from Madison Sand & Gravel Company, Inc. to Paul Hellenbrand, N1118 Mack Road in the amount of \$1,041.63 for gravel he ordered for Mack Road (which serves only his property). Hellenbrand is requesting the town reimburse him for this. Marx – I was at the office when he brought this invoice and my response to him was “maybe it’s time for the Town to vacate that road”. *Brooks/Bechen motion not to reimburse Paul Hellenbrand for this cost; MC 5-0.*

(d) Building Permits:

Issue Date	# 17-	Owner or Contractor	Site Address	Est. Cost	Project Description
11/04/16	16-87	PETER BONERT	W10924 W. Harmony	5,000	shed
12/12/16	16-91	STEVEN/DOREEN POWERS	N2738 Cross	2,000	replace old service panel
01/03/17	01	MICHAEL POTTER	W11043 W. Harmony	5,000	remodel entry
01/12/17	02	BRIAN/JENNIFER HENRY	W11298 CTH V	20,000	remodel entry/laundry
01/12/17	03	BRIAN/JENNIFER HENRY	W11298 CTH V	See -02	fence
01/18/17	04	PESCH CONSTRUCTION	W11460 CTH V	0	raze house
01/24/17	05	STEPHEN/JANE PETRAKIS	W10971 Bay View	80,000	addition/remodel
02/15/17	06	TIM/TERESA ESCHER	N2378 Summerville Park	17,000	remodel
02/27/17	07	KEN ENDRES	W11354 Bay	20,000	addition/remodel
03/01/17	08	JON/CHRISTINE PLUMER	W11404 High Point	57,700	in-ground pool
03/06/17	09	RON/HEATHER TREINEN	Parcel	1,000	farm access
03/08/17	10	TIMOTHY/KIMBERLY STREIT	W10675 Gallagher	10,000	basement remodel
03/08/17	11	BENJAMIN/AMANDA SITZMAN	Richards Road	1,000	access permit
03/16/17	12	GREGORY/COLLEEN STANGL	N2864 N. Lake Point	17,000	remodel & bedroom addition
			YEAR-TO-DATE:	228,700.00	

(e) Animal Control Officer Log: 03/13/17: Call from Paepke reporting that he'd received a call over the weekend from Jim Hellenbrand that an old van with an unfriendly dog is parked on his property behind a shed on the property he owns at N1792 Ryan Road; owner of van or dog not known. Gary went to check it this morning and couldn't find van/dog. He called Hellenbrand who stated that someone must have come and taken the van/dog since the last time he saw it, which was around 4 a.m. this morning.

(f) Communications: none

15. Commissions/Committees/Districts/Departments:

(a) Plan Commission (Marx/Bechen): Bechen – On 3/23/17 meeting agenda (2) Strander rezones, certified survey map and waivers of accesses – recommended approval; (3) Cave Bluff LLC/Tim & Teresa Escher certified survey map – review deadline extended until no later than 12/31/17 at request of owner; (4) Hellenbrand certified survey map – recommended approval; Schmiedlin rezone – tabled to 4/20/17 meeting; Milne variances – recommended approval; Resolution 2017-01 Recommending Adoption of Amendments to Town of Lodi Comprehensive Plan 2030 – approved; 3/20/17 meeting minutes – approved; next meeting date set for 4/20/17

Marx – we are working on the application procedure process with the Plan Commission, Town Attorney and Town Engineer.

(b) Park Commission (Bechen): Bechen – there's a number of things we need to take action on tonight:

(1) Appointment of Edmund "Neil" Heskin to the Park Commission, as recommended by the Park Commission 3/15/17; Marx appoints Edmund "Neil" Heskin to the Park Commission.

(2) Lewis Byrnes Baseball Diamond Advertising Guidelines 2017: SEE ATTACHMENT A at end of minutes (pages 10 of 12, 11 of 12, and 12 of 12).

Patterson – the Park Commission and Town Board would have total control over what goes on these signs. The advertiser pays for the signs, and pays an annual fee. Up to 20 banners can go on the fence. The contract before you is taken from the one the Lodi School District has. The monies raised would go towards the Lewis Byrnes Park.

(3) Prices for fence upgrade to Lewis-Byrnes ball diamond:

Outfield Fence Topper

Color: Yellow \$59.99 = 80ft. need 3 for sure. \$179.97

Fence Screen Baseball/Softball Privacy Fence

Color: Lodi Blue

2 options

200 Series 1yr warranty .99 PLF = (approximately) \$346

500 Series 3yr warranty \$2.99 PLF = (approximately) \$1046.50

The fence will hold up to 20 advertising signs. The signs should pay for some of the upgrades and then future updating. The advertising revenue should be put into a special fund designated for upgrading the ball diamond. Which will defer dollars coming from the Parks budget.

Patterson – the issue of Park Commission expenditures. Marx – as long as you're within your budget it's fine.

Bechen – Neil Patterson is working on something where you could link from our website to any park and it'll give the history of the park, amenities, map, etc... Patterson – we have someone who will take aerial photos free of charge, as long as she can put her credits on it.

Benson/Brooks motion to approve the Park Commission to proceed with the Lewis Byrnes Baseball Diamond Advertising Guildelines and entering into the advertising contract; MC 5-0.

(c) Any other commission/committee/district/department reports:

Brooks – there's a Joint EMS/LAFD/TOL/COL/TOWP in ? May*.

*3/29/17 Goeske Note: per the 8/22/16 minutes the meeting was set for Monday, April 24th at the Town of West Point beginning at 5:00 p.m.

Plumer – EMS response time has gone down from 6 minutes to 4 minutes, due to change in the way EMS is staffed now.

16. **Upcoming meeting date(s):** April 4th – Spring Election; April 12th – Fire Commission; April 18th – Annual Town; April 20th – Plan Commission; April 24th – Joint EMS-LAFD-Town of Lodi-City of Lodi-Town of West Point meeting; April 25th – Town Board
17. **Future agenda item(s):**
18. **Adjourn:** *Brooks/Benson motion to adjourn at 9:15 p.m.; MC 5-0*

April D. Goeske
Clerk-Treasurer

ATTACHMENT A

Lewis-Byrnes Baseball Diamond Advertising Guidelines 2017

1. Baseball Diamond – Lewis Byrnes Harmony Grove

a. Advertising Banners - Advertisers can develop their own advertising message, logo, or insignia they want printed on the banner subject to approval by the Town of Lodi Park Commission.

b. Cost:

1. One-Year Cost	=	\$250.00
2. Two-Year Cost	=	\$475.00
3. Three-Year Cost	=	\$700.00

The listed cost does not include the cost of printing the original banner of \$128.00 (possible \$25 picture adjustment). Two Rivers Signs and Designs, Portage, WI is the Town of Lodi Park Commission approved vendor for this project. The noted one, two, and three-year cost does include the installation of the banner on the field, the removal of the banner and the storage of the banner each year. One year contracts can be renewed on a yearly basis.

Each banner will be put up in April each year (dependent on weather) and remain in place until October. The banners will be taken down and stored over the winter by the parks and replaced on the field (multiple year advertisers or one-year renewals) the next year during the months noted above. The Park Commission reserves the right to take down a banner that is deteriorating or has graffiti that detracts from the intended advertising message and/or detracts from the intended look of the overall athletic complex.

At the conclusion of each advertising contract the advertiser will be given the option to renew their contract and purchase another one, two or three years of advertising space at the same cost. Renewal will also allow the advertiser to purchase a new banner and change their advertising banner message if they so choose. If an advertiser declines to renew, after the expiration of their contract period, the space will be made available for purchase by another business or community civic group. In the event that there are more businesses that want to purchase banners than spaces are available a waiting list, by request date, will be developed and used to determine what business will have priority in purchasing advertising contract space.

No drug or discriminatory emblems or messages allowed. A preliminary template of the proposed advertising message will be developed and submitted to the Town of Lodi Parks Commission for approval. Final approval of all advertising and advertising messages remain at the discretion of the Town of Lodi Parks Commission. No costs will be incurred by an advertiser if their advertising message is rejected. In such a situation, the advertiser will have the option to change the advertising message and resubmit their revised proposal for review by the Town of Lodi Parks Commission.

A copy of the advertising contract (see attached) needs to be completed by the advertiser and submitted for approval to the Town of Lodi Park Commission.

Advertising on Lewis Byrnes Ball Diamond

Town of Lodi Park Commission recognizes that there are many community organizations and businesses that may wish to advertise within our park. Town of Lodi Park Commission encourages community involvement and participation and as such has developed the following guidelines to assist organizations who would like to pursue an advertising arrangement in our parks.

General Guidelines:

No advertising will be accepted that:

- Endorses or disavows any candidate for government office;
- Endorses or disavows any issue in a government election;
- Is libelous, vulgar, obscene, racially offensive, or factually incorrect;
- Promotes birth control products or related information;
- Contains sexual content or has sexual overtones;

All advertisements placed on the Town of Lodi Park property shall become the property of the Town of Lodi and may be removed by the Town of Lodi Parks Commission at any time. Reasons for removal include but are not limited to:

- 1) Disrepair
- 2) Dissolution of the company/business external organization.
- 3) Change in Parks guidelines relative to advertising on town property.
- 4) Non-payment of fee or late payment of fee.

All advertising material must be easily removable. Any damage to property or equipment as a result of placement/removal will be borne by the organization, business or individual represented.

Requests and Approvals:

The Town of Lodi Parks Commission may limit the number and location of advertisements that may be displayed at Lewis-Byrnes Park. Issues regarding the number and/or location of advertisements at this site will be resolved by the Town of Lodi Park Commission. Fees or contributions to Town of Lodi Parks Commission for advertising at Lewis-Byrnes Park will be determined by the Parks Commission prior to final approval.

Proposed advertisement copy/graphics (in layout and design form) must be submitted and approved at least two weeks in advance of posting/placement by the Parks Commission. Any legal issues pertaining to advertising (including copyright, trademark, registration marks and all other pertinent legal issues) will be the sole responsibility of the provider, with Town of Lodi and Town of Lodi Parks Commission absolved of responsibility. Town of Lodi Parks Commission may require a notarized written statement from the provider assuming all legal responsibility.

Accepted and Approved:

Advertiser: BY: _____ DATE: _____ TITLE: _____

Town of Lodi: Park Commission: BY: _____ DATE: _____ TITLE: _____

Make all checks payable to the Town of Lodi Lewis-Byrnes Park Fund. All advertising material should be sent to Town of Lodi, Attention: April Goeske (Parks) Lodi, WI 53555.

1. Payment is due in full within thirty (30) calendar days of the initial invoice date. Advertising privileges will be suspended on accounts over 15 days past due. All expenses and legal fees incurred in

collecting outstanding invoices will be paid by the Advertiser. Town of Lodi Park Commission reserves the right to require payment in advance of production.

2. Advertiser shall submit to Town of Lodi Parks Commission all advertising and editorial materials no later than five (5) business days of payment received. Cancellations must be received no later than five (5) business days after receipt of payment. No cancellations are accepted after closing dates without written agreement from the Town of Lodi Parks Commission.

3. The Town of Lodi Parks Commission reserves the right to reject any advertisement at any time after receipt of advertising materials.

4. The Town of Lodi Parks Commission shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances.

5. The Town of Lodi Parks Commission reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due.

6. In the event the Town of Lodi Parks Commission must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to Town of Lodi Parks Commission attorney's fees and other costs incurred by the Town of Lodi Parks Commission in connection with any legal actions and appeals thereof.

7. Advertiser shall indemnify Town of Lodi Parks Commission and hold Town of Lodi Parks Commission harmless from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands. Actions and proceedings that may be instituted against Town of Lodi Parks Commission on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Town of Lodi Parks Commission provided that Town of Lodi Parks Commission shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.