

VILLAGE OF ELMWOOD

- BOARD MEETING AGENDA -

Elmwood Village Auditorium
323 West Winter Avenue

7:00pm

Monday – October 12, 2026

Agenda:

1. Call to Order

- a) Roll Call
- b) Note compliance with the open meeting law
- c) Pledge of Allegiance

2. Open Regular Board Meeting

3. Approval of Minutes

- Discussion and Possible action to approve the minutes of the September meeting(s).

4. Public Comment (Non-Agenda Items)

- Citizens may speak for up to five (5) minutes. The Board cannot discuss or act on items not listed on the agenda, but comments will be noted and may be placed on a future agenda.

5. Community Groups – Enrichment Council/Community Club/American Legion

- Updates from community groups. This item is for informational purposes only and no action will be taken.

6. Resident Concerns – 429 S. Scott Street

- Discussion regarding concerns brought forward by a Village resident involving a neighboring property.

7. 2026 Halloween Trick-or-Treating Hours

- Discussion and possible action regarding establishing trick-or-treating hours for Saturday, October 31, 2026.

8. 2026 Joint Review Board Resolution

- Review of resolutions approved at the September 29, 2026, Joint Review Board meeting.

9. Operator License Applications

- a) Tyce Thiry – Half Throttle Saloon
- b) Jamie Blaeser – Half Throttle Saloon
- c) Heidi Weber – Sandbar of Elmwood

10. Friends of Butternut Park – Mary Cormican

- Continued discussion regarding the proposed Friends of Butternut Park organization, including review of the submitted bylaws and possible action.

11. Auditorium Counter Improvement Request

- Discussion and possible action regarding the installation of locking casters on the upstairs auditorium counters.

12. Zoning Board Recommendation – Fence Variance at 514 W. Pierce Avenue

- Discussion and possible action regarding a recommendation to authorize the Zoning Board to make the final determination to approve or deny the fence variance request for Alexis Steine at 514 W. Pierce Avenue (Parcel 122-1032-0300), following the required public hearing.

13. Committee Reports

- Public Works
- Police Report
- Clerk/Treasurer
- Library

14. Payment of Bills

15. Adjournment

Posted October 9, 2026 at Village Office, Village Website, Citizens State Bank, and Elmwood Public Library

Contact: Village Office, (715) 639-3792 | clerk@vi.elmwood.wi.gov

Notice: The Village of Elmwood is an equal opportunity provider and employer. Upon reasonable notice, efforts will be made to accommodate persons with disabilities. Please contact the Village Office at (715) 639-3792 at least 24 hours prior to the meeting for arrangements.

-A quorum of the Village Board will be present at the meeting. Discussion and possible action may occur on any item listed.

VILLAGE OF ELMWOOD

BOARD MEETING MINUTES

Monday, September 14, 2026 – 7:00 p.m.

Elmwood Village Auditorium – 323 W. Winter Avenue

NOTE: UNAPPROVED MINUTES

1. Call to Order

Village President Neil Boltik called the meeting to order at 7:00 p.m.

- a) Roll Call – Board members present: President Neil Boltik - Trustees: Pam Marson, Mike Burke, Jim Schwebach, Jason Severson, Mark Wolf, and Paul Unser.

Absent: None

Staff present: Holly Malaszuk (Clerk/Treasurer), Miranda Danzeisen (Deputy Clerk), Bryan Bechel (Public Works Director), Darren Ekholm (Chief of Police) and Nick Andrews (Library Director).

- b) Public Present: Amy Bechel, John Cormican, Mary Cormican, Mary Honkola, and Carl Schroder.
- c) The meeting was noted in compliance with the Open Meeting Law.
- d) Pledge of Allegiance was recited.

2. Open Regular Board Meeting

The regular monthly meeting of the Village of Elmwood Board of Trustees was opened.

3. Approval of Minutes

Motion by Paul Unser, seconded by Pam Marson, to approve the August Board Meeting. Voice vote.
Motion carried.

4. Public Comment (Non-Agenda Items)

Carl Schroder expressed concerns regarding Public Works.
No action was taken.

5. Community Groups – Enrichment Council/Community Club/American Legion

Enrichment Council –

Amy Bechel reported that Fall Fun Day is scheduled for October 4th from 11a-2p, and that volunteers are being sought for the event.

6. Avis Johnson – Water/Sewer Billing Adjustment Request

Avis Johnson decided not to pursue the water and sewer billing adjustment request.
No action was taken by the Board.

7. Erica Villeneuve – Auditorium Rental Cooler Trailer Parking Request

Discussion occurred regarding a request to park a cooler trailer behind the Village Auditorium during a rental on October 10, 2026. Miranda Danzeisen explained the proposed location and the placement of reflective cones for safety.

Motion by Jim Schwebach, seconded by Jason Severson, to approve the request. Roll call vote. Motion carried.

8. Friends of Butternut Park – Mary Cormican

Mary and John Cormican presented information regarding the proposed Friends of Butternut Park group, including community survey results, fundraising opportunities, and potential improvements to the park.

Discussion occurred regarding the group's proposed nonprofit organization and its interest in working with the Village on future park improvements. It was noted that any proposed projects involving Village property would require Village approval.

The Board requested that the group provide its bylaws for review before proceeding further. The matter was tabled until the bylaws are received.

9. Kennel License Application – Hunter Gartman – 331 S. Woodworth Street

Discussion occurred regarding a kennel license application for three dogs at 331 S. Woodworth Street. Motion by Pam Marson, seconded by Paul Unser, to approve the kennel license application. Roll call vote. Motion carried.

10. Kennel Licensing – Three-Dog Households

Discussion occurred regarding the Village's current kennel licensing ordinance and the need for updates to address ongoing issues with households having three or more dogs. The Board acknowledged that the ordinance needs to be reviewed and updated, with plans to begin the process this fall.

Motion by Pam Marson, seconded by Jason Severson, to authorize Clerk/Treasurer Holly Malaszuk and Police Chief Darren Ekholm to review and make decisions regarding requests for households with three dogs until the ordinance can be updated.

Roll call vote. Motion carried.

11. American Legion – Old Fire Hall Improvement Funding Request

Discussion occurred regarding a request from Tom Weber for Village funding assistance with repairs and improvements to the old fire hall currently used by the American Legion.

The Board discussed the proposed improvements, including painting and other maintenance needs. The Board agreed to increase the proposed contribution from \$250 to \$750, with \$750 being the maximum amount the Village would contribute.

Motion by Paul Unser, seconded by Jason Severson, to approve funding assistance of up to \$750 for paint and materials.

Roll call vote. Motion carried.

12. Late Fees and Penalties – Sewer Charges and Village Invoices

Discussion occurred regarding establishing a 5% monthly late fee on all outstanding balances owed to the Village of Elmwood. This includes sewer utility charges, sidewalk replacement costs, tree removal expenses, special assessments, fire department service charges, and other Village-issued invoices.

It was explained that certain services and expenses are initially paid for by the Village and subsequently billed to the responsible resident or property owner for reimbursement. Examples include fire department response charges, sidewalk replacement costs, tree removal expenses, and other services or expenses incurred on behalf of a property owner.

The Board discussed the importance of establishing consistent payment requirements and ensuring the timely collection of outstanding balances. A 5% late fee will be assessed each month on the remaining unpaid balance after the established payment due date. The late fee is recurring and will continue to be assessed monthly until the outstanding balance is paid in full.

Motion by Neil Boltik, seconded by Pam Marson, to approve a recurring 5% monthly late fee on all outstanding balances owed to the Village of Elmwood, including but not limited to sewer utility charges, sidewalk replacement costs, tree removal expenses, special assessments, fire department service charges, and other Village-issued invoices. The late fee will be assessed each month on the remaining outstanding balance until paid in full.

Roll call vote. Motion carried.

13. Elmwood Public Library – Additional Account Signer

Nick Andrews explained that the Library Board approved adding an additional board member as an authorized signer on the library's bank account.

Motion by Paul Unser, seconded by Jim Schwebach, to approve adding an additional authorized signer to the library account.

Roll call vote. Motion carried.

14. Committee Reports

Public Works – Bryan Bechel reported that Public Works completed painting the new drop-off door, crosswalks, and curbs on Scott Street near the school. Sidewalk work was completed in front of 222 S. Scott Street, along with replacement of damaged curbing. Additional work included street sweeping and continuing education for water and sewer certifications.

Police Report – Chief Ekholm reported that the Police Department responded to 31 calls for service during August, with an additional six calls handled by the Pierce County Sheriff's Office. Four citations were issued. Chief Ekholm attended training sessions, completed monthly reporting, and monitored traffic near the school following changes to Scott Street. Initial feedback regarding the traffic changes has been positive.

Clerk/Treasurer – Holly Malaszuk reported that 57 applications were received for the Public Works Assistant position and interviews were conducted. The Village is also exploring other IT service

providers. Additional updates included election preparations, upcoming training, the annual TID meeting scheduled for September 29, and Fall Clean-Up scheduled for October 17.

Library – Nick Andrews provided an update regarding Pierce County library funding and ongoing discussions about increasing funding levels. He also expressed concerns regarding the growing use of artificial intelligence (AI) in producing books and audiobooks and its potential financial impact on authors, libraries, and the publishing industry.

Personnel & Finance Committee

a) Public Works Assistant Position – Closed Session

Motion by Jason Severson, seconded by Pam Marson, to convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of discussing personnel matters, including the Public Works Assistant position and Public Works Director compensation.

Roll call vote. Motion carried. The Board entered closed session at 7:38 p.m.

Reconvene into Open Session

Motion by Jason Severson, seconded by Neil Boltik, to reconvene into open session.

Roll call vote. Motion carried. The Board reconvened into open session at 7:46 p.m.

Motion by Paul Unser, seconded by Jason Severson, to approve the hiring of Lucas Rincon as the Public Works Assistant.

Roll call vote. Motion carried.

Motion by Jason Severson, seconded by Neil Boltik, to approve a wage increase for Public Works Director Bryan Bechel following his four-year performance evaluation.

Roll call vote. Motion carried.

15. Payment of Bills

Motion by Paul Unser, seconded by Pam Marson, to approve payment of the bills.

Voice vote. Motion carried.

16. Adjournment

Motion by Paul Unser, seconded by Jason Severson, to adjourn the meeting at 7:48 p.m.

Respectfully Submitted

Holly R. Malaszuk

Clerk/Treasurer

VILLAGE OF ELMWOOD
SPECIAL BOARD MEETING MINUTES
Monday, October 5, 2026 – 6:30 p.m.
Elmwood Village Auditorium – 323 W. Winter Avenue

NOTE: UNAPPROVED MINUTES

1. Call to Order

Village President Neil Boltik called the Special Village Board Meeting to order at 6:30 p.m.

- a) Roll Call – Board members present: President Neil Boltik - Trustees: Pam Marson, Mike Burke, Jim Schwebach, Mark Wolf, Jason Severson, Jim Schwebach, and Paul Unser.

Absent: None

Staff present: Holly Malaszuk, Clerk/Treasurer; Miranda Danzeisen

- b) Public Present: None

- c) The meeting was noted in compliance with the Open Meeting Law.

- d) Pledge of Allegiance was recited.

2. Closed Session

Motion by Pam Marson, seconded by Jim Schwebach, to convene into closed session pursuant to Wis. Stat. §19.85(1)(e) to discuss the offer, purchase agreement contingencies, and ongoing negotiations regarding the Village-owned former Heritage of Elmwood nursing home property at 232 E. Springer Avenue.

Roll call vote. Motion carried. The Board entered closed session at 6:32 p.m.

3. Reconvene Into Open Session

Motion by Paul Unser, seconded by Jason Severson, to reconvene into open session.

Roll call vote. Motion carried. The Board reconvened into open session at 6:47 p.m.

a) **Boiler System Testing**

Motion by Neil Boltik, seconded by Jason Severson, to approve the necessary piping repairs to establish a closed loop system for testing the boilers at the former nursing home property.

Voice vote. Motion carried.

b) **Purchase Agreement Extension**

The Board unanimously voted not to approve the proposed extension of the purchase agreement for the former nursing home property.

c) **Additional Sewer Repair Quotes**

Motion by Neil Boltik, seconded by Paul Unser, to obtain additional quotes for the proposed sewer repairs at the former nursing home property.

Voice vote. Motion carried.

d) **Authorization for Plumbing Repairs**

Motion by Neil Boltik, seconded by Jim Schwebach, to authorize Clerk/Treasurer Holly Malaszuk and Public Works Director Bryan Bechel to select and hire a plumber and approve payment for the necessary piping repairs to allow the boilers to be tested.

Voice vote. Motion carried.

4. Adjournment

Motion by Paul Unser, seconded by Jim Schwebach, to adjourn the meeting.

Voice vote. Motion carried. The meeting adjourned at 6:49 p.m.

**JOINT REVIEW BOARD
RESOLUTION ACKNOWLEDGING FILING OF ANNUAL REPORT AND
COMPLIANCE WITH ANNUAL MEETING REQUIREMENT
VILLAGE OF ELMWOOD**

WHEREAS, Wis. Stat. § 66.1105(4m)(f) requires that the Joint Review Board ("JRB") meet annually on July 1, or when an annual report under Wis. Stat. § 66.1105(6m)(c)(intro.) becomes available, to review the annual report and to review the performance and status of each district governed by the JRB; and

WHEREAS, the Village has filed an annual report with the Wisconsin Department of Revenue for Tax Incremental District No. 5; and

WHEREAS, a copy of the annual report has been provided to each overlying taxing jurisdiction; and

WHEREAS, the JRB met on September 29, 2026 to review the annual report and the performance and status of the district governed by the JRB.

NOW, THEREFORE, BE IT RESOLVED that the Village has complied with its reporting requirements under Wis. Stat. § 66.1105(6m)(c)(intro.) and requirement to hold an annual JRB meeting under Wis. Stat. § 66.1105(4m)(f).

Passed and adopted this 29 day of Sept., 2026.

Resolution introduced and adoption moved by JRB member: Dan Lytle

Motion for adoption seconded by JRB member: Kathy Fuchs

On roll call motion passed by a vote of 5 ayes to 0 nays

ATTEST:

Pam Marson
JRB Chairperson Signature

Holly R. Marson
Clerk Signature

Application for an "Operator's" License.

To serve fermented malt beverages and intoxicating liquors.

This application must be filled out completely and legibly or the application will be rejected.

I, Tyce James Thiry, do hereby respectfully make application to the local governing body of the Village Elmwood, County of Pierce, State of Wisconsin for a license to serve, from date hereof to June 30, 2026 inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State, or Local, affecting the sale of such beverages and liquors if a license is granted to me.

I certify that I am 19 years of age. Date of Birth 03/16/2007

Signature of Applicant Tyce Thiry

Answer the following questions fully and honestly:

Full Name of Applicant (First, Middle, Last)

Is application a renewal? NO

Address of Applicant 439 S Main St City Elmwood State WI

Zip code 54740 Phone number 715-704-1718

If renewal (within the past 2 years held a Class "A", Class "A", Class "C", Class "B" or "Class "B" license or permit or manager's or operator's license), where was the privilege obtained? City, Town, or Village of.

As required by Wisconsin Statue Section 125.17(6), have you completed the alcohol awareness course?

Yes

If so where? Servingalcohol.com

(Please attach a copy of this to the application.)

APPROVED

SEP 4 2026

EKholm 2810
Elmwood PD

#9A

1: Have you ever been convicted of violating any laws of the State of Wisconsin or of the United States? (Circle one) YES or NO

2: Have you ever been convicted of a felony? (Circle one) YES or NO

Date of such conviction(s) 03-07-2024

Name of Court(s) Dunn County

Nature of offence(s)

Speeding in a 55MPH zone (1-10MPH)

Have you ever been convicted of violating any law or ordinance regulating the sale of fermented malt beverages or intoxicating liquors? NO

Nature of violations(s)

I Tyce James Thiry, being first duly sworn

on oath says that he or she is the person who made and signed the foregoing application for an operators license; That all the statements made by the applicant are true.

Signature of Applicant: Tyce Thiry Date 09/01/2026

******Per the Elmwood Police Department Failure to complete this application honestly, and in full will be grounds for denial of Operators License.******

Serving Alcohol

is proud to present this certificate to

Tyce Thiry

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

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

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

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

Verify online at
servingalcohol.com

Verification Code
E8l6dZoviv

Date Issued
Jun 1st, 2026

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

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

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

Wisconsin Alcohol Seller/Server Course

Name: Tyce Thiry

Certification Date: Jun 1st, 2026

Certificate Code: E8l6dZoviv

Verify Online: servingalcohol.com

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

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Crime Information Bureau
WI Department of Justice

Background Request Payment

Date: 9/15/2026

Time: 1:26 PM

Entered By: dekhholm@elmwoodwi.org

Order Reference Number: SAarBXqU

Request Type: General

Number of Requests: 1

Fees per Request:

CIB: \$7.00

Total Fee: \$7.00

Thiry Typ

Use the Order Reference Number listed
above to retrieve your result online at:
<https://recordcheck.doj.wi.gov/BackgroundRequest/Results/SAarBXqU>

[SKIP TO MAIN CONTENT](#)

Application for an "Operator's" License.

To serve fermented malt beverages and intoxicating liquors.

This application must be filled out completely and legibly or the application will be rejected.

4
I, Jamie Blaeser, do hereby respectfully make application to the local governing body of the Village Elmwood, County of Pierce, State of Wisconsin for a license to serve, from date hereof to June 30, 27, inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State, or Local, affecting the sale of such beverages and liquors if a license is granted to me.

I certify that I am 45 years of age. Date of Birth 03/22/81

Signature of Applicant Jamie Blaeser

Answer the following questions fully and honestly:

Full Name of Applicant (First, Middle, Last)

Jamie Lynn Blaeser

Is application a renewal? NO

Address of Applicant 1208 Scritsmier city menomonie State WI

Zip code 54751 Phone number ave. 608-348-1402

If renewal (within the past 2 years held a Class "A", Class "A", Class "C", Class "B" or "Class "B" license or permit or manager's or operator's license), where was the privilege obtained? City, Town, or Village of.

As required by Wisconsin Statue Section 125.17(6), have you completed the alcohol awareness course?

yes

If so where? online

(Please attach a copy of this to the application.)

APPROVED

SEP 2026

Elkholm/2810

Elmwood PD

#9B

1: Have you ever been convicted of violating any laws of the State of Wisconsin or

of the United States? (Circle one) YES or NO

Traffic violations, speeding tickets, disorderly conduct, failure to stop @ stop sign, passing in no passing zone, driving after revocation, theft (I was 18 person with me who did it wasn't I got charged with it because I was of age and with, but had no part in it.

2: Have you ever been convicted of a felony? (Circle one) YES or NO

Date of such conviction(s) NA

Name of Court(s)

Nature of offence(s)

Have you ever been convicted of violating any law or ordinance regulating the sale of fermented malt

beverages or intoxicating liquors? ~~NO~~ Traffic violations, disorderly conduct mainly traffic violations, theft, driving with no licence, failure to stop at stop sign.

Nature of violations(s) Been over 20 years with no issues other than traffic and that's not like it use to be either.

I Jamie Blaeser, being first duly sworn

on oath says that he or she is the person who made and signed the foregoing application for an operators license; That all the statements made by the applicant are true.

Signature of Applicant: Jamie Blaeser Date: 09-06-20

****Per the Elmwood Police Department Failure to complete this application

honestly, and in full will be grounds for denial of Operators License. ****

Serving Alcohol

is proud to present this certificate to

Jamie Blaeser

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

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

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

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

Verify online at
servingalcohol.com

Verification Code
QX0SF8S87q

Date Issued
Jul 14th, 2026

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

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

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

Wisconsin Alcohol Seller/Server Course

Name: Jamie Blaeser

Certification Date: Jul 14th, 2026

Certificate Code: QX0SF8S87q

Verify Online: servingalcohol.com

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

SERVING ALCOHOL INC

VALID FOR 2 YEARS

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

Crime Information Bureau
WI Department of Justice

Background Request Payment

Date: 9/15/2026

Time: 1:18 PM

Entered By: dekhholm@elmwoodwi.org

Order Reference Number: gebkwVjr

Request Type: General

Number of Requests: 1

Fees per Request:

CIB: \$7.00

Jamie Blaese

Total Fee: \$7.00

Payment Method: Bill to Account

Use the Order Reference Number listed

[SKIP TO MAIN CONTENT](#)



Application for an "Operator's" License

To serve fermented malt beverages and intoxicating liquors.

This application must be filled out completely and legibly or the application will be rejected.

Place of Employment: The Sandbar

I, Hildi Weber, do hereby respectfully make application to the local governing body of the Village of Elmwood, County of Pierce, State of Wisconsin for a license to serve, from date hereof to June 30, 2026, inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State, or Local, affecting the sale of such beverages and liquors if a license is granted to me.

I certify that I am 42 years of age. Date of Birth 11/20/1983

Signature of Applicant Hildi Weber

APPROVED

Answer the following questions fully and honestly:

OCT 2026
Ekhohu

Full Name of Applicant (First, Middle, Last)

Elmwood PD

Is this application a renewal? Yes

Address of Applicant 330 Springer Ave City Elmwood State WI

Zip code 531740 Phone number 715-619-2691

If renewal (within the past 2 years held a Class "A", Class "A", Class "C", Class "B" or "Class "B" license or permit or manager's or operator's license), where was the privilege obtained? City, Town, or Village of,

As required by Wisconsin Statute Section 125.17(6), have you completed the alcohol awareness course?

Yes

If so where? online

#9C

1: Have you ever been convicted of violating any laws of the State of Wisconsin or of the United States? (Circle One) YES or NO OWI - DWI 17 years ago

OWI - DWI 1st years ago
No Insurance ticket 1 mo ago

Nature of Offence(s) _____

Date of such conviction(s) _____

Nature of Offence(s) [REDACTED]

Nature of violation(s) _____

Signature of Applicant Dr. W. W. W. W. Date 10/11/2021

*****Per the Elmwood Police Department Failure to complete this application honestly, and in full will be grounds for denial of Operators License. *******

Incident Number: 202600000394

Agency: ELPD - Elmwood PD

Activity: BACK - Background / Record Check

Disposition: B - Blotter Report

Common Place Name: Elmwood Police Department

Location: 323 W Winter Ave, Elmwood WI 54740

Route: ELPD **Beat:** **Fire:** E/SFD **EMS:** ELME **Zone:** 000520

Complainant:

Units	Officers	Dispatch Times
00002810	00010009	Reported 10/01/2026 09:33:55
		Dispatched 10/01/2026 09:37:47
		Completed 10/01/2026 09:37:53

Log:

10/01/2026 09:37:53 00010009 Incident Closed by MDT

Blotter:

Completed record check for Application for an Operators License. Denied for failing to complete all fields on application. 2810

Incident History:

Time Changed	User	Unit	Status	Officer 1	Officer 2
10/01/2026 09:37:47	00010009	00002810	DISP	00010009	
10/01/2026 09:37:53	00010009	00002810	Avail	00010009	

Persons

Name: Weber, Heidi
Marie
SSN:
Sex: F
DOB: 11/20/1983
Race: W
Ethnicity:
OLN: W1603338392001
WI
Address: 330 Springer Ave, Elmwood WI 54740
Phone: (715) 619-7034

Vehicles

Application for an "Operator's" License

To serve fermented malt beverages and intoxicating liquors.

This application must be filled out completely and legibly or the application will be rejected.

Place of Employment: The Sandbar

I, Heldi Weber, do hereby respectfully make application to the local governing body of the Village Elmwood, County of Pierce, State of Wisconsin for a license to serve, from date hereof to June 30, , inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State, or Local, affecting the sale of such beverages and liquors if a license is granted to me.

I certify that I am 42 years of age. Date of Birth 11/20/1983

Signature of Applicant Heldi Weber

Answer the following questions fully and honestly:

Full Name of Applicant (First, Middle, Last)

Heldi Marie Weber

Is this application a renewal? NO

Address of Applicant 3305 Sprnger City Elmwood State WI

Zip code 54740 Phone number 715-619-7034

If renewal (within the past 2 years held a Class "A", Class "A", Class "C", Class "B" or "Class "B" license or permit or manger's or operator's license), where was the privilege obtained? City, Town, or Village of,

As required by Wisconsin Statue Section 125.17(6), have you completed the alcohol awareness course?

Yes

If so where? online

(Please attach a copy of this to the application.)

1: Have you ever been convicted of violating any laws of the State of Wisconsin or of the United States? (Circle One) YES or NO

2: Have you ever been convicted of a felony? (Circle One) YES or NO

Date of such conviction(s) _____

Name of Court(s) _____

Nature of offence(s) _____

Have you ever been convicted of violating any law or ordinance regulating the sale of fermented malt beverages or intoxicating liquors? _____

Nature of violations(s) _____

I, _____, being first duly sworn on oath says that he or she is the person who made and signed the foregoing application for an operators license; That all the statements made by the applicant are true.

Signature of Applicant: Heidi Weber Date 6/4/26

******Per the Elmwood Police Department Failure to complete this application**

honestly, and in full will be grounds for denial of Operators License. ****



Responsible Serving of Food and Alcohol

Wisconsin Responsible Serving of Alcohol

This certificate confirms that

Heidi Weber

has successfully passed the Reserving Responsible Serving of Alcohol course of study.
This is a Wisconsin Department of Revenue approved Responsible Beverage Service Training
course in compliance with Sec. 125.17 (5) and 125.04 (3) (a) S. Wis. Stat.



Certificate #: PSC010000904213
Award Date: 06-12-2026
Expiration Date: 06-11-2028

To verify this certificate, go to Reserving.com

Robert V. Graham
Robert Graham, President/CEO

**Crime Information Bureau
WI Department of Justice
Background Request
Payment**

Date: 10/1/2026

Time: 9:21 AM

Entered By: dekhholm@elmwoodwi.org

Order Reference Number: atNMc2YC

Request Type: General

Subject Name: WEBER, HEIDI

Number of Requests: 1

Fees per Request:

CIB: \$7.00

Total Fee: \$7.00

Payment Method: Bill to Account

Heidi Weber

Use the Order Reference Number listed
above to retrieve your result online at:

<https://recordcheck.doj.wi.gov/BackgroundRequest/Results/atNMc2YC>

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE VILLAGE OF ELMWOOD, WI AND FRIENDS OF BUTTERNUT PARK

This Memorandum of Understanding (MOU) is entered into by and between the **Village of Elmwood, WI** (hereafter "the Village") and **Friends of Butternut Park** (hereafter "the Friends Group"), a state nonprofit corporation seeking 501(c)(3) status.

I. Purpose & Scope

- **Public Benefit:** The purpose of this Memorandum is to provide the framework for any future Projects regarding Butternut Park in which the Friends Group can assist and support.
- **Mutual Goals:** Coordinates the fundraising and community volunteer capacities of the Friends Group with the municipal maintenance and governance responsibilities of the Village.

II. Park Improvement Approvals

- **Village Ownership:** Acknowledges that the park remains public property owned, operated, and controlled by the Village.
- **Master Plan Alignment:** Requires all proposed physical improvements/Projects to align with the existing Village Master Plan or park guidelines herein referred to the Project.

Approval Process:

- The Village and Friends Group acknowledge that no contractual relationship is created by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of any Projects and to demonstrate financial, administrative, and managerial commitment to the Friends Group by means of the following:

* **Cooperation.** The activities and services for Butternut Park (herein designated as the Park) shall include but not limited to:

(a) Services to be rendered by Friends Group include

- Raise funds for Projects/improvements at the park
- Assist with park Projects including but not limited to seasonal clean-up.
- Assist with park improvements
- Assist with design/creation of new structures
- Create and facilitate new activities at the park to bring the community together (i.e. music in the park, movies in the park, ice skating, games, stories in the park, etc.)
- Acquire and maintain all necessary records including but not limited to volunteer waivers, any legal 501c3 documents including regulatory IRS/State tax forms.
- Work collaboratively and cooperatively with the Village.

(b) Services to be rendered by the Village include

- The Village will handle negotiations with all contractors.
 - Complete and submit all forms required to obtain necessary licenses and permits in collaboration with the Friends as required.
 - Work collaboratively and cooperatively with the Friends Group.
 - Provide access to any legal assistance necessary as the Friends Group gets established.
 - Establish an expedited means of approval so Friends Group work can be started/completed when dependent on seasonal weather.
-
- The Friends Group must submit written conceptual plans for any physical additions (e.g., playground equipment, benches, pavilions, landscaping) to the Village [Parks Committee / Public Works Director].
 - Final authorization must be granted by the Village Board of Trustees before any physical installation or groundbreaking begins.

Permits and Regulations: The Village agrees to expedite municipal permits and waivers for approved projects, ensuring compliance with local zoning and safety codes.

III. Fundraising Rights & Fiscal Terms

- **Exclusive Campaign Branding:** Grants the Friends Group the right to use the park's name and imagery for approved fundraising campaigns, community events, and grant applications.
- **Donation Management:** Stipulates that the Friends Group retains exclusive custody and control of all privately raised funds, memberships, and grants.
- **Restricted vs. Unrestricted Funds:** Clarifies that funds raised for specific park projects (e.g., a "New Playground Campaign") must be held in a restricted account and spent only on that project.
- **Gift Acceptance & Ownership Transfer:** Establishes that upon completion, all physical structures or equipment purchased by the Friends Group are formally gifted to and accepted by the Village, which assumes future ownership.

IV. Volunteer Mobilization & Liability

- **Volunteer Activities:** Authorizes the Friends Group to organize volunteer workdays (e.g., planting flowers, painting benches, trash pickup) in coordination with the Village plan.
- **Liability Waivers:** Requires the Friends Group to collect and maintain hard copies of signed liability waivers from all adult volunteers and guardians of minors before participating in physical workdays.
- **Insurance Requirements:**
 - The Friends Group agrees to maintain a General Liability insurance policy naming the Village as an additional insured for organized events.
 - The Village agrees that its municipal insurance will cover routine park premises hazards during approved public events.
 - The Friends Group is requesting initially the Village's mutual insurance will cover General Liability until the required funds have been raised through the Friends Group and the Friends Group will then purchase and carry their own General Liability Insurance.
- **Safety & Supervision:** The Friends Group assumes responsibility for providing adequate supervision and safety briefings to volunteers, ensuring tasks match volunteer capabilities.

V. Operational Roles & Responsibilities

- **The Village Agrees To:**

- Continue regular maintenance (mowing, trash removal, utility payments, major structural repairs).
- Provide a primary staff contact to coordinate schedule clearings for events.
- **The Friends Group Agrees To:**
 - Provide annual financial or activity reports to the Village Board regarding funds raised and projects completed.
 - Refrain from binding the Village to any unauthorized financial contracts or debts.
 - Provide a primary contact to coordinate schedule clearings for events.

COMMUNICATION: Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Village and the Friends Group and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communication should be made with external organizations to elicit their support and further the goals of the Village and Friends Group.

VI. Duration, Amendment, & Termination

- **Term:** This MOU shall remain in effect for a period of five years, with options for mutual renewal.
- **Amendments:** Modifications to this agreement must be made in writing and signed by authorized representatives of both parties.
- **Termination:** Either party may terminate this agreement upon 60 days written notice, provided that any ongoing projects or restricted funds are ethically settled.

Alternative Dispute Resolution. In the event of a dispute between the parties in the negotiation of the final binding contract relating to this Project, the parties will attempt to resolve any dispute through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure.

If any controversies, claims, or disputes arising out of or relating to this Project cannot be resolved through negotiations, the parties agree to try in good faith to settle the dispute by mediation in accordance with any statutory rules of mediation. If mediation is unavailable or unsuccessful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Project. The arbitrator's award will be final, and any court with proper jurisdiction may enter judgment upon it. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under the Project.

NOTICE: Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address as one party may have furnished to the other in writing.

GOVERNING LAW: This Memorandum shall be governed by the laws of Wisconsin.

ASSIGNMENT: Both parties mutually agree not to assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this MOU without the prior written consent of the other party. Any assignments, transfer, or delegation made without prior written consent shall be null and void.

AMENDMENT: This MOU may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

SEVERABILITY: If any provision of the MOU shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the MOU is invalid, illegal, or unenforceable, but that by limiting such provisions, it will become valid, legal and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

UNDERSTANDING. It is mutually agreed upon and understood by and among the parties of this MOU that:

- (a) Each party will work together in a coordinated fashion for the fulfillment of the Project.

- (b) In no way does the MOU restrict involved parties from participating in similar memorandums with other public or private agencies, organizations, or individuals.
- (c) To the extent possible, each party will participate in the development of the Project.
- (d) Nothing in this MOU shall obligate any party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties involved and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- (e) This MOU is not intended to and does not create any right, benefit, or trust responsibility.
- (f) This MOU will be effective upon the signature of both parties.
- (g) Any party may terminate its participation in the MOU by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

For the Village of Elmwood, WI:

_____ Date: _____

[Name], Village President / Mayor

For Friends of Butternut Park

_____ Date: _____

[Name], Board President

BYLAWS

DRAFT FRIENDS OF BUTTERNUT PARK CORPORATION

ARTICLE I

General

Section 1: FRIENDS OF BUTTERNUT PARK CORPORATION

This organization shall be known as the Friends of Butternut Park. The initial principal office of the Corporation shall be in the Elmwood Village Hall, 323 West Winter, Village of Elmwood, Pierce County, Wisconsin.

Section 2: PURPOSE

The purposes of the Friends of Butternut Park are as set forth in its Articles of Incorporation and also include the following:

1. This organization is formed solely for charitable purposes.

Section 3: AREA

The area served shall include Butternut Park located in the Village of Elmwood, WI.

Section 4: POWERS

This organization shall have the power to conduct any and all such business transactions permitted of organizations of this type under the laws of the State of Wisconsin.

Section 5: LIMITATIONS OF METHODS

This organization shall be nonprofit, nonpartisan and nonsectarian and shall take no part in or lend its influence or facilities to the promotion of candidacy for office, nor shall any meeting of a political nature whatsoever be held within the premises occupied by or under the control of the organization. This provision shall in no way preclude the organization from attempting to analyze legislation on all levels of government and to sponsor directly or indirectly legislation consistent with the purposes of the organization.

ARTICLE II

Membership

The corporation shall have no members

ARTICLE III

Board of Directors

Section 1: POWER AND AUTHORITY

The business affairs and property of the corporation shall be managed by the Board of Directors.

Section 2: APPOINTMENT, NUMBER AND TERM OF OFFICE

There shall be up to twenty five (25) persons on the Board of Directors, each of whom has expressed an interest in furthering the purposes of the corporation. Directors shall serve terms of three (3) years. The terms of the Directors are elected each year. Directors shall be nominated and elected by the Board of Directors at its annual meeting and Directors whose terms are expiring at said meeting shall have the right to participate in said election. Directors shall take office immediately following their election.

Initially, the one third of the persons who are candidates for the Board who receive the highest number of votes at the general election shall serve a three year term; and the one third receiving the next highest vote totals shall serve a two year term; and the one third receiving the next highest vote totals shall serve a one year term. Thereafter, one third shall be elected each year to serve a three year term, such that at each general election one third of the positions are newly elected to overlapping terms with the other positions.

Section 3: REMOVAL

Any Director may be removed from office with or without cause at a regular or a special meeting by a 2/3rds vote of all Directors then in office.

Section 4: VACANCIES

On the Board caused by death, resignation or removal shall be filled at any meeting by a majority vote of the remaining Directors. Directors elected to fill vacancies on the Board shall serve the unexpired term associated with the vacant position.

Section 5: QUORA AND VOTING REQUIREMENTS

A simple majority of the Board of Directors then in office, or office members of a committee shall constitute a quorum for the transaction of business. A Director shall be deemed present at the meeting of the board or of a committee if he/she participates by means of conference phone or similar communications equipment, but no Director shall vote by proxy. The vote of a single majority of Directors present at any meeting at which there is a quorum shall constitute the acts of the Board, or of the Committee unless a larger vote is required pursuant to bylaw.

ARTICLE IV

Meetings

Section 1: ANNUAL MEETING

The annual meeting shall be held within 60 days of the close of the fiscal year at such time and place the President shall designate. The purpose of the annual meeting is to elect the Directors and Officers and conduct such business as may properly come before the Board.

Section 2: REGULAR MEETINGS

Regular meetings may be established by resolution of the Board of Directors.

Section 3: SPECIAL MEETINGS

Special meetings shall be held at the call of the President or upon written request of one third of the Directors.

Section 4: NOTICE OF MEETINGS

Written notice of purpose, time and place of all meetings shall be given to each Director, either personally or by mailing it to his/her designated address, at least 10 days prior to the time of the meeting. In the case of special meetings, only such business as is designated in the notice may be discussed at a special meeting.

Section 5: WAIVER OF NOTICE

A meeting of the Board of Directors may be legally held if at least a three fourths ($\frac{3}{4}$) majority of the Directors sign a waiver of notice of that meeting.

ARTICLE V

Officers

Section 1: OFFICERS

The Officers of the Board of Directors and of the corporation shall be made up of at least three members including the President, a Secretary and a Treasurer. Ideally, the Officers of the Board of Directors and of the corporation shall be made up of four members including the President, Vice President, Secretary, and a Treasurer. The Board may appoint such other Officers as it deems necessary. All Officers shall serve without pay from the corporation.

Section 2: ELECTION AND TERM OF OFFICE

The Executive Committee shall consist of the President, the Vice-President-when there is one, Secretary, Treasurer and three Board members at large of the corporation, all of whom shall be elected annually by the Board of Directors at its annual meeting. Each officer shall hold office for one (1) year or until successors shall have been duly elected and shall be qualified.

Vacancies of any office of the corporation occurring prior to the annual meeting of the corporation shall be filled by the action of the Board of Directors at any regular or special meeting of the Board.

Section 3: PRESIDENT

The President shall be the senior officer of the corporation and shall preside at all meetings of the Board of Directors and the Executive Committee. The President shall appoint all committees of the Board not otherwise provided for and shall be ex-officio, a member of each committee. The President shall present a report at each annual meeting of the Board of Directors covering the operations during the preceding fiscal year.

The President may sign all papers, orders, and documents requiring the signature, and perform such other duties as may be incumbent upon that office or as may be prescribed from time to time by the By-laws.

Section 4: VICE-PRESIDENT

The Vice-President shall perform those duties as assigned by the Board of Directors and the duties of the President in the event that the President is absent or unable to serve.

Section 5: SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors; see that all notices are duly given in accordance with the provision of these By-laws or as required by law; be custodian of the corporate records and see that the seal of the corporation is affixed to all documents as required. The Secretary shall sign all documents as required by that office and shall perform such duties as may be assigned to the Secretary by the President.

Section 6: TREASURER

The Treasurer shall be responsible for the custody of the funds, properties and securities of the corporation, and shall advise the Board of Directors respecting its financial condition and the handling of its monies and investments. The Treasurer shall sign documents of the corporation from time to time as required and shall

perform such other duties as may be specifically assigned to the Treasurer by the President.

ARTICLE VI

Administration

The Board of Directors may select and employ an Executive Director who shall be the chief operational officer of the corporation. The Executive Director shall not be a member of the Board of Directors of the corporation. The Board of Directors shall delegate to the Executive Director the necessary authority and responsibility for the administration of the day-to-day operation of the corporation and shall enter into a contract with the Executive Director regarding the conditions of employment of the Executive Director.

ARTICLE VII

Committees

Section 1: IN GENERAL

The Board of Directors shall by resolution establish such committees as it may determine is advisable. The President shall appoint the members. The President shall be an ex-officio member of all committees, with the exception of the Executive Committee of which they shall be a regular member and chairman.

Section 2: EXECUTIVE COMMITTEE

The Executive Committee shall consist of the President, the Vice-President, when there is one, the Secretary, the Treasurer and three board members at large of the corporation. The Executive Committee shall have power to transact all regular business of the corporation during the period between the meetings of the Board of Directors, subject to any limitations imposed by the Board. Minutes of the Executive Committee Meetings shall be submitted to the board and its actions shall be subject to the approval or disapproval at the next regular meetings. The Executive Committee shall meet as necessary.

ARTICLE VIII

Indemnification

Section 1: INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYES AND AGENTS

- A. Every person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the

right of the corporation) by reason of the fact that he or she, is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, shall (together with the heirs, executors and administrators of such person) be indemnified by the corporation against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and any manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- B. Every person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the corporation against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no matter as to which such person shall have been adjudged to be liable for negligence or misconduct in performance of his or her duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- C. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph A or Paragraph B above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against

expenses, including attorney's fees, actually and reasonably incurred by him or her in connection therewith.

Section 2: DETERMINATION THAT INDEMNIFICATION IS PROPER

Any indemnification under Paragraph A or Paragraph B, above, unless ordered by a court, shall be made by the corporation only as authorized in this specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph A or Paragraph B above. Such determination shall be made:

- A. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;
- B. If such a quorum is not obtainable, or, even obtainable, a quorum of disinterested directors so directed, by independent legal counsel in a written opinion.

Section 3: ADVANCE PAYMENT OF EXPENSES UPON UNDERTAKING

Expenses, including attorney's fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 2 above, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Article VIII.

Section 4: INDEMNIFICATION PROVIDED IN ARTICLE VIII NOT EXCLUSIVE

The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5: LIABILITY INSURANCE

This corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against

any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under this Article VIII.

ARTICLE IX

Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and have thereon inscribed in a circle the name of the corporation and the state of incorporation and the words, "Corporate Seal".

ARTICLE X

Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and shall end on the last day of December in each year.

ARTICLE XI

Amendments

These Bylaws may be amended or restated by a majority vote of the Board of Directors.

ARTICLE XII

Parliamentary Authority

The proceedings of all meetings of the Board of Directors, and Committees shall be governed by, and conducted according to, the latest edition of Robert's Manual of Parliamentary Rules.



Village of Elmwood Variance Application

Page 1 of 4

VARIANCE APPLICATION FORM

OWNER INFORMATION:

Name Alexis Steine
Address 514 W pierce ave
Elmwood, WI 54740
Phone 715 608 963 7108
E-mail Lexiesteine93@rocketmail.com

APPLICANT INFORMATION (if different):

Name Logan Sain
Address 514 W pierce ave
Elmwood, WI 54740
Phone 715 690 7857
E-mail Logansain227@gmail.com

PROPERTY INFORMATION:

Property Address: 514 W Pierce ave, Elmwood, WI, 54740

Legal Description: residence Lot Size: 3484.8 sqft

(Attach separate page if necessary.)

Has any previous application or appeal been filed in connection with this premise? ☐ Yes ☒ No

If yes, please explain: _____

SUBMITTAL REQUIREMENTS:

Provide the following to ensure a complete application:

- | | |
|--|---|
| ☒ Owner & Property Information (above) | ☐ Site plan (see page 4 for checklist) |
| ☐ Findings of Fact (complete page 3) | ☐ Names and Address of abutting property owners (page 4) |
| ☐ Application fee (\$75) | ☐ Application signature (page 2) |
| ☐ Attach a separate page of the legal description | |

Pictures or graphics relative to the proposed project may be provided with the application or at the public hearing. Materials submitted with the application or presented as evidence during the public hearing must be kept as a part of the public record and will not be returned.

BOARD MEETINGS

Board Meetings are regularly held on the second Monday of each month at 7:00 p.m. in the Village of Elmwood Auditorium. The Board considers the facts provided in the application and testimony given at the public hearing held during the meeting. The Board makes the final decision based on standards established within the Village's Ordinances.

NOTIFICATION

Notice of the public hearing will be provided to the applicant and neighboring property owners by mail or email. In addition, a physical notice will be posted at the Village Auditorium, the Library, and the Bank. Each notice will include the time, date, and location of the meeting at which the public hearing will be held.

#12

ABOUT VARIANCES

Where an extraordinary hardship is demonstrated, the Zoning Board may allow an applicant to "vary" from the applicable regulations. A variance is intended to consider special situations or circumstances that may not be specifically addressed within the Village's Ordinance. The Board's power to grant variances should be exercised sparingly and only under exceptional circumstances where the hardship is so substantial, serious and compelling that relaxation of the Village's restrictions ought to be granted.

The applicant must answer the questions in the "findings of fact" to clearly demonstrate to the Board that the request meets all required criteria in order for the Board to grant a variance. It is not sufficient merely to show that the value of the land has been depreciated by the regulations or that a variance would permit the owner a more profitable use.

The applicant must consider how they meet the Village's variance standards set forth in the Village's Ordinance and may bring to the hearing any witnesses they wish to present evidence about the property in question, any written statements from individuals with personal knowledge of the property, and any documentation of previous requests for variances.

One of the purposes of zoning is to gradually eliminate and prevent new non-conformances. Please understand that the Board does not have to grant the request, as the Board is required to uphold the Village's zoning requirements. A variance to the zoning requirements requires serious consideration since a variance creates a non-conformance.

APPLICANT CONSENT:

The undersigned is/are the owner(s) of the described property on this application, located in the Village of Elmwood, Wisconsin and assure that the information provided herein is true and correct. I/ we hereby give my/our consent for the Village of Elmwood Board and Zoning Board to conduct a site visit and photograph the subject property if needed.

I/we agree not to construct upon or alter the proposed site with respect to the proposed variance request, prior to the Village Board's decision.

Owner



Applicant



Date

10/1/2026

Date

10/1/2026

FINDINGS OF FACT

Please address each of the following lettered items as completely as possible on a separate sheet(s) of paper (noting the corresponding letter) and return with your application. If you need assistance, please speak with the Village Clerk. A copy of your responses will be forwarded to Board members prior to the meeting. You may also wish to include supporting documentation for your arguments. *(Recall that materials submitted with the application or presented as evidence during the public hearing must be kept as a part of the public record and will not be returned.)*

Please understand that answering these questions does not bind the Board to granting the variance, rather it assists them as they consider how the situation and evidence presented meet the findings of fact. The Board may deny a request, approve a request, or approve a request with certain conditions.

- a) **Special conditions and circumstances exist which are peculiar to land structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.** *(Describe any irregularities in your lot or buildings that prevent you from constructing without a variance. In other words, describe what makes your property different from others in the area. Demonstrate that the physical circumstances creating the hardship are not shared by other properties in your neighborhood. Physical circumstances include things such as oddly shaped lots, small lots, and the presence of mature trees, flood plains, steep slopes or other natural features. The board will be looking for proof from you that your property, not your personal circumstances, is somehow different from other property in the neighborhood.)*
 - b) **Literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.** *(Discuss how the unique conditions or circumstances of the subject property deny privileges enjoyed by other properties in the same district. Discuss how, under these circumstances, the variance, if granted, will not alter the essential character of the neighborhood or locality. Demonstrate that the requested variation is compatible with and similar to other existing features in the area. You must prove to the Board that what you propose to do will not change the neighborhood or pose health or safety problems. This is usually the easiest test to meet.)*
 - c) **That the special conditions and circumstances do not result from the actions of the applicant.** *(Demonstrate that the hardship results from circumstances beyond your control, or beyond the control of previous property owners. For example, if a previous owner built your garage too close to your property line, this is not a hardship. However, if the City changed the zoning requirements for your area and your garage became non-conforming as a result, a hardship may exist. Be sure to address whether you made improvements in the past or altered the shape of the lot or building.)*
 - d) **That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district.** *(Demonstrate that a variance would not simply be allowing you to build or do some other action that is commonly prohibited. For example, if you prefer to build your garage closer to the street but the front yard setback would prevent this, such a preference is not reason for a variance. Actions already taken by the applicant are not reason to more strongly consider a variance, especially if Village requirements can be met with an alteration to said action. Be sure to address how a variance would allow you the same actions others could take, without needing a variance.)*
-

I am looking to put my new fence in the same location as the existing fence

A) Describe any irregularities in your lot or buildings that prevent you from constructing without a variance.

My lot is narrow and my buildings are close to my property lines. I want my fence to line up with my garage on the west side of my property. I have a similar issue on the east side of my lot with my shed. I want the fence to run right behind my shed (as close as possible) but again the shed is close to the property line.

B) Discuss how the unique conditions or circumstances of the subject property deny privileges enjoyed by other properties in the same district.

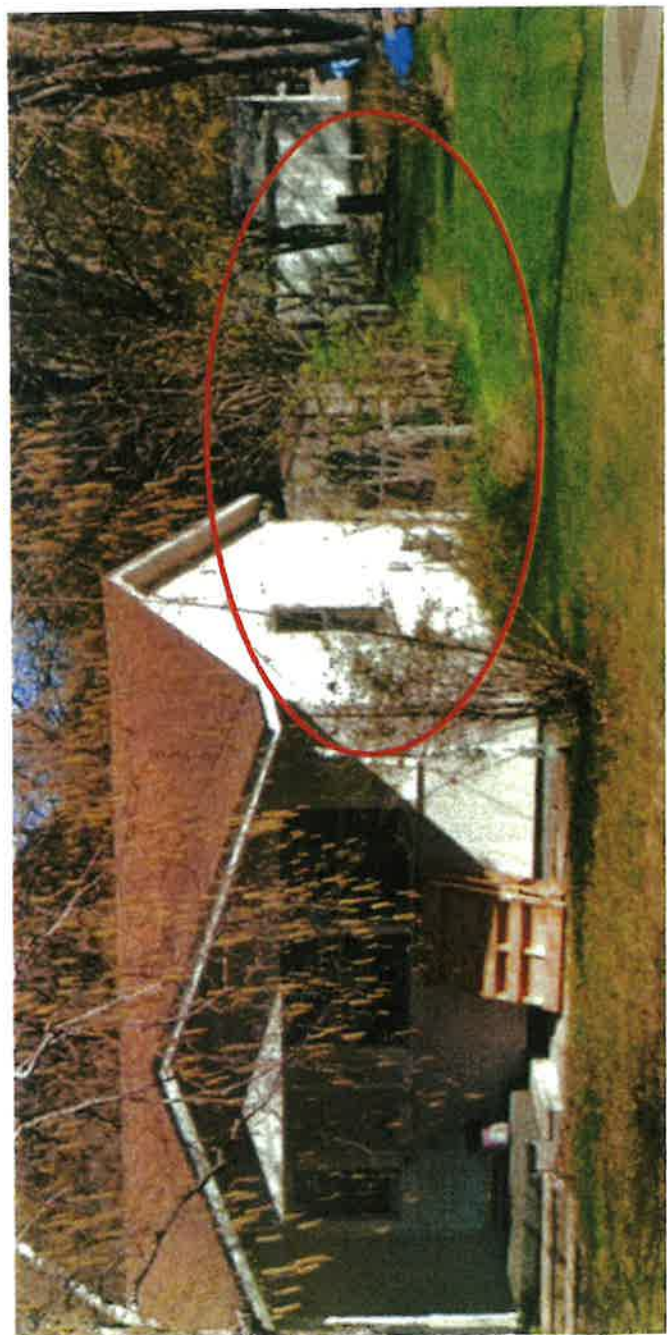
I feel that I should be able to have my fence run along the edges of my buildings and not have to set it when it wouldn't line up with my building like other in the town are able to do.

C) Demonstrate that the hardship results from circumstances beyond your control, or beyond the control of previous property owners.

The Shed is within 3 feet of my property line and the fence ran behind it before and I want to place fence behind the shed again.

D) Be sure to address how a variance would allow you the same actions others could take, without needing a variance.

Does not interfere with any surrounding properties or structures and still within ordinance provided property lines.



13 1/2'

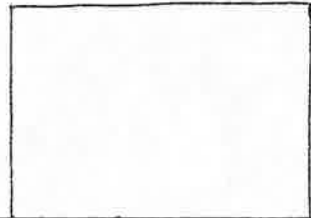
Property line

Existing Fence

Tree

shed

Garage



House

Pierce ave

Please provide the following information on your site plan. A site plan meeting all of the items mentioned provides the best information to the Board as they consider your request for a variance. A legible site plan is very important. A Google aerial photo is recommended.

- ABUTTING PROPERTY OWNER INFORMATION** (signatures of approval encouraged):

[illegible]

Public Works – Bryan Bechel

- September 14th, 21st, 29th & 30th, Bryan attended continuing education to maintain his certification requirements
- 9/28 – located and dug up the time capsule at the nursing home – Jim Krause was giving it to the historical society
- 10/5 – Luke started the Public Works Assistant position
- 10/5 & 10/6 – R& R was here to do jetting and camera inspections of several sections of sewer mains throughout the Village
- Streets were swept multiple times to help keep storm drains clear of leaves
- 10/17 – Fall clean up

Police Report – Darren Ekholm

- Elmwood PD-39 calls for service (CFS) during the month of September
- The PCSO-16 calls for service (CFS) during the month of September
- 09/14-Attended Pierce County Emergency Management Meeting
 - Presenters: Pierce County Behavioral Health, discussed Co-Responder Program
 - Planned outages for dispatch
 - Damage assessment conversation related to damage from natural disasters
 - Emergency Management updates
- 09/25-Participated in homecoming parade-good attendance
- 2 Citation issued in August
- Monthly State reporting completed
- PD computer somehow linked to a personal One Drive Account set up by previous Chief. IT was contacted and restored to the business account platform and recovered the data that was transferred. Also updated the PD computer with End Point Protection as previous security protections were dated and expired.
- I am continuing to issue Storage of Automobiles and Other Debris Restricted Notices to residents. There has been some resistance from some residence. Those individuals will be issued citations by the end of the year as I am continuing to work with them on the cleanup. Overall, many of the notices issued have been received well and those residents are compliant.

Clerk/Treasurer – Holly Malaszuk

- I'm continuing to work with Ehlers on the PSC water rate case.
- Last week we were in Appleton for our last seminar of the year with League of Wisconsin Municipalities.
- 10/19 – We have a Public Hearing scheduled for a fence replacement in the village.
- 10/20 – In-person absentee voting begins for the November 3 General Election.
- 10/28 – Public testing of the voting equipment will be conducted.
- 10/30 – Special Voting Deputies will conduct absentee voting at Welcome Home.
- 11/3 – Fall General Election.
- Personnel and Finance Committee and I will be figuring out a date in the near future to start the budget process.

10/12/2026 2:46 PM

In Progress Checks - Quick Report - ALL
ALL Checks by Payee
CHECKING ACCOUNTPage: 1
ACCTDated From: 10/12/2026 From Account:
Thru: 11/06/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/12/2026	ALL CROIX INSPECTIONS LLC INV#7137-ELECTRICAL PANEL, GARAGE, FENCE	913.50
	10/12/2026	BAKKE NORMAN, S.C. INV# 25-01616	533.00
	10/23/2026	CITIZENS STATE BANK - HSA HOLLY MALASZUK & BRYAN BECHEL	79.00
	10/30/2026	CITIZENS STATE BANK - HSA HOLLY MALASZUK & BRYAN BECHEL	79.00
	11/01/2026	CITIZENS STATE BANK - HSA NOVEMBER'S HSA	677.20
	11/06/2026	CITIZENS STATE BANK - HSA HOLLY MALASZUK & BRYAN BECHEL	79.00
	10/12/2026	COMPANION ANIMAL CARE & CONTROL INV# 2026-947 - JULY to DEC 2026	180.00
	10/12/2026	CONSUMERS COOPERATIVE OIL CO 09/01/2026 - 09/30/2026	812.74
	10/12/2026	DRUG TEST MIDWEST, LLC INV# 33978 - NEW HIRE AND RANDOM TESTS	304.00
	10/12/2026	JOHNSON CONTROLS FIRE PROTECTION INV# 25714395 - ANNUAL AGREEMENT	592.54
	10/12/2026	PIERCE COUNTY TREASURER DOG LICENSE SETTLEMENT - FINAL 2026	526.00
	10/12/2026	PUBLIC SERVICE COMMISSION OF WISCONSIN INV# RA27-1-01830 - ADVANCE ASSESSMENT	158.69
	10/12/2026	R&R WASTE SYSTEMS CLEANING INC. INV# 3356 - JETTING & TELEVISIONING SEWER	7,316.25
	10/12/2026	RED CEDAR CHIROPRACTIC, LLC INV# 99455 - DOT/CDL PHYSICAL - LUCAS R.	150.00
	10/12/2026	RIVER CITY STITCH INV# 44809 - ARTWORK FEE	45.00
	10/12/2026	SUNNYLINK INV# 64287- PD MICROSOFT/ONEDRIVE BACKUP	480.00
	10/12/2026	WATERCARE SERVICES INV# 246715 & 247047 & 246711	46.90
	10/12/2026	WISCONSIN DNR BRYAN BECHEL - CERTIFICATION RENEWAL	70.00
		Grand Total	13,042.82

#14