

County of Buffalo
Alma, Wisconsin
Notice of Public Meeting

AGENDA

Committee: Economic Development
Date: Wednesday May 5, 2021
Time: 6:30 pm
Location: 3rd Floor County Board Room
Buffalo County Courthouse
407 S. 2nd Street
Alma, Wisconsin 54610
Remote Access: [Click here to join the meeting](#)

The meeting is open to the public. The following matters may be considered and acted upon at the meeting, but deviation from the order shown may occur:

1. Call to Order
2. Public comment regarding any matters that will be taken up by the Committee at this meeting.
3. Review/Discussion/Action ~ Minutes of Previous Meeting
4. Review/Discussion/Action ~ Financial Update
5. Review/Discussion/Action ~ A Resolution to Establish the Economic Development Committee (Retroactively) – A Subcommittee of Finance
6. Review/Discussion/Action ~ Economic Development Committee Bylaws
7. Review/Discussion/Action ~ Buffalo County Brochure -2021-
8. Review/Discussion/Action ~ Town of Cross Broadband
9. Review/Discussion/Action ~ Town of Mondovi Broadband
10. Review/Discussion/Action ~ (UPATE) Great River State Trail
11. Review/Discussion ~ Department Manager Report
12. Review/Discussion ~ Committee Chair Report
13. Review/Discussion/Action ~ Next Meeting Date and Time
14. Public Comment Not Related to Agenda Items
15. Adjournment

Date: April 28, 2021

Chair Max Weiss

By: _____
Stephen S. Schiffli, Manager, Economic Devel.

Board Members: If unable to attend, please contact the Chair. If the Chair is unavailable, please contact the County Clerk's Office at 608-685-6209. If the Chair and the County Clerk are not available, please call the Administrative Coordinator at 608-685-6234.

Persons with Disabilities: Buffalo County shall attempt to provide reasonable accommodations to the public for access to its public meetings, provided reasonable notice of special need is given. If you require special accommodations to attend this meeting, please contact the County Clerk's Office at 608-685-6209.

Public Access to the Courthouse: The South Entrance will be the only access to the building after 4:30 p.m.

Persons who are members of another governmental body, but who are not members of this committee, may attend this meeting. Their attendance could result in a quorum of another governmental body being present. Such a quorum is unintended, and they are not meeting to exercise the authority, duties, or responsibilities of any other governmental body.

BUFFALO COUNTY MINUTES

Committee of the Board: Economic Development Committee

Date of the Meeting: Thursday, March 11, 2021

Chair Mr. Max Weiss called the meeting to order at 6:10 p.m. at the Buffalo County Courthouse County Board Room in Alma, Wisconsin and TEAMS.

Board Members Present: Mr. Max Weiss, Mr. David Danzinger (TEAMS), Mr. Brad Schmidtknecht, Mr. Thomas Taylor and Ms. LeeAnne Bulman.

Others Present for All or Parts of the Meeting: Ms. Sonya Hansen (TEAMS), Mr. Dennis Bork, Mr. Steve Schiffli, Chris Hardie (TEAMS) 6:15-6:40 p.m.

Public Comments regarding Agenda Items: There were no public comments.

Review/Discussion/Action – Minutes of the Previous Meeting: A motion was made by Brad Schmidtknecht to approve the minutes of January 21, 2021 seconded by Lee Anne Bulman. Motion carried by roll call vote.

Review/Discussion/Action ~ Chris Hardie from Seven Rivers Alliance – (Agenda Modification) Mr. Hardie presented an executive summary via TEAMS on the Seven Rivers Alliance, which is an economic development organization for the Upper Mississippi Region that is dedicated to economic development across geographic and state boundaries. A discussion was held.

Review/Discussion/Action ~ 2021 Economic Financial and Budget Update– As discussed at the January meeting, Mr. Schiffli presented the changes to the budget to reflect an operation department. Finance approved those changes in February, but Mr. Schiffli wanted to ensure the committee was informed. Also presented was an expenditure report for the month of February, there were no operational expenses.

Review/Discussion ~ *Resolution to support funding for the Great River State Trail – Winona Connector [Phase II]*– Mr. Bork, Chairmen of the Buffalo County Board of Supervisors led the discussion with concerns about the figures presented on the resolution. Specifically, the projected construction and acquisition costs in 2021 dollars vs. the cost projections in the resolution. A discussion was held. Mr. Schiffli indicated the resolution language reflected an anticipated project cost. In further discussion Mr. Schiffli requested that a pen entry change be made to 2.2 Million as a solution to the issue as it was presented. This was course of action was rejected. Further discussion on FLAP, LAWCON, and TAP grants and their use as funding sources.

LAWCON grant and its purpose in repaying the county for PH-I costs and the issues associated with the receipt of the funding from the Fed was discussed numerous times.

Further discussion was held. Mr. Schiffli reminded the committee of the purpose of the resolution pursuant to the “NOW, THEREFORE BE IT RESOLVED” paragraph was to garner permission from the Buffalo County Board of Supervisors to allow for the use of grant funding to initiate a PH-II engineering study. The purpose of the study is to obtain the cost figures for the completion of this phase of the bike trail.

A motion was made by Mr. Taylor and seconded Ms. Bulman to table this resolution until the May meeting. A Roll Call vote was held. Motion carried 3 votes yes, Mr. Schmidtknecht and Mr. Danzinger voting no.

Review/Discussion ~ Mr. Schiffli indicated that Starlink representatives would not be available for this meeting; however, would be available to address the committee in the future in close session. Mr. Schiffli also indicated that he has initiated contact with Eau Claire County on the pilot program accruing in their county.

Board requested that a closed session presentation to the county board be arranged for the May meeting.

Review/Discussion ~ Department Managers Report – Mr. Schiffli presented a written report of his activities. The main points included the administrative establishment of the office and office processes, developing an economic development network and outreach, and operational projects.

A discussion was held on Farm Technology Days and the availability of free/paid both spaces. Mr. Schiffli will follow up.

Flyway Trail Public Meeting minutes from 3.3.21 in the Town of Buffalo were attached.

Review/Discussion ~ Chairperson Report – Mr. Weiss expressed his concern over Economic Development and the lack of seed money, specifically citing the CDBG-Close and Mondovi project not going through as anticipated. Mr. Schiffli indicated that it his intention that grant programs in the future will support that function of the program.

Review/Discussion/Action ~ Next Meeting Date and Time. May 5, 2021 at 6:30 p.m. on the Agenda Resolution to Support the Great River State Trail-Winona Connector Phase II the Town of Cross Request for Fiscal Support, Broadband Expansion.

Motion by Ms. Bulman to adjourn. Motion carried.

Respectfully submitted,

Stephen S. Schiffli, Economic Development Manager

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 10.06.56730.0000.219_____ 10.06.56730.0000.790_____

Approval Plan..... _____ thru _____

Start Date 03 01 2021

Start of Detail Date 03 01 2021

End Date 04 30 2021

Level to Page Break..... 1 . 0 (1.0 to 5.0)

Redisplay Selection Screen?..... N (Y/N)

Sort Order Fund 1 Level 2 2 Level 3 3 Level 4 4 Level 5 5

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		LAS4002	Y	S	6	066	10			

EXPENDITURE LEDGER ANALYSIS WITH SORT

ACCOUNT DATE	VENDOR/CUST/EXPLANATION	SRC	REF	PO	CLAIM	BUDGET	OPEN ENCUMBRANCE	EXPENDED	EXPENDED & ENCUMBERED	REVISED BUDGET	BALANCE UNENCUMBERED
10.06.56730.0000.225	TELEPHONE										
	TELEPHONE				225	0	0.00	126.36	126.36	0	126.36-
10.06.56730.0000.331	MILEAGE										
	MILEAGE				331	1,000	0.00	21.20	21.20	1,000	978.80
10.06.56730.0000.337	MEALS										
	MEALS				337	25	0.00	0.00	0.00	25	25.00
10.06.56730.0000.348	PROGRAM SUPPLIES										
	PROGRAM SUPPLIES				348	50	0.00	0.00	0.00	50	50.00
10.06.56730.0000.790	CONTRIBUTIONS										
	CONTRIBUTIONS				790	10,000	0.00	0.00	0.00	10,000	10,000.00
	PROJECT				0000	11,075	0.00	147.56	147.56	11,075	10,927.44
	ECONOMIC DEVELOPMENT				56730	11,075	0.00	147.56	147.56	11,075	10,927.44
	CONSERVATION & DEVELOPMENT				06	11,075	0.00	147.56	147.56	11,075	10,927.44
	GENERAL FUND				10	11,075	0.00	147.56	147.56	11,075	10,927.44
FINAL TOTAL						11,075	0.00	147.56	147.56	11,075	10,927.44

Buffalo County Resolution



Drafted By:
Stephen Schiffli
Presented Month/Year:
May 2021
Involved Committees:
Finance

County Department:
Economic Development
Fiscal Impact: YES / NO
AC Approved: YES / NO

RESOLUTION # _____

A RESOLUTION TO ESTABLISH THE ECONOMIC DEVELOPMENT COMMITTEE (RETROACTIVELY) – A SUBCOMMITTEE OF FINANCE

WHEREAS, Buffalo County Finance Committee in December of 2014, posted an agenda item regarding *Economic Development Committee*, with no action take; and,

WHEREAS, the first meeting of the Economic Development Committee was called on January 27, 2016, then a standing committee of the Buffalo County Board of Supervisors, no further agenda items can be found formally establishing the Economic Development Committee; and,

WHEREAS, for the purposes of continuity, defined authority and responsibility, a resolution establishing those parameters should be on file with Buffalo County Clerks Office and the Economic Development Office as a matter of good government practice; and,

WHEREAS, no resolution exists and only vague references to the aforementioned duties are listed in the Rules of Government.

NOW, THEREFORE BE IT RESOLVED, that the Buffalo County Board of Supervisors create an Economic Development Committee (Retroactively to January 27, 2016) in its current status as a Subcommittee of the Buffalo County Finance Committee with the following duties and responsibilities.

A. Duties

1. Establish a Budget.
2. Create Bylaws.
3. Deliberate and establish economic development objectives utilizing best practices.
4. Create subcommittees to advise other municipal and county committees and the Board of Supervisors on courses of action in the best interests of the County.
5. Maintain committee membership in accordance with the Buffalo County Rules of Government.
 - a. (3) County Board Supervisors
 - b. (2) Citizen Members appointed by the Chair of the Buffalo County Board of Supervisors with those appointments being ratified by the full County Board of Supervisors.
6. Hold meetings of the Committee called by the Chairperson.
7. Hold meetings in accordance with Wisconsin State Law and the Buffalo County Rules of Government.
8. The Committee shall oversee the Office of Economic Development and its Manager.
9. The Economic Development Committee shall continue to exist until abolished by a resolution of the Buffalo County Board of Supervisors.

B. Responsibilities

1. Oversee economic development functions of the County including but not limited to broadband expansion, the Community Development Block Grant, advertising and tourism.
2. Promote entrepreneurship in the County.
3. Promote and coordinate, sound business expansion in Buffalo County balancing economic development with other county resources such as the environment and rural character
4. Promote a collaborative and regional model of economic development
5. Perform economic development projects and outreach

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Buffalo County Board of Supervisors hereby approves the creation of the Economic Development Committee, making those adjustments necessary in the Buffalo County Rules of Government, so they are reflective of this resolution.

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the ____ day of _____, 2021.

County Clerk

ATTEST:

County Board Chairperson

Respectfully Submitted:

Economic Development Committee

Max Weiss

LeeAnne Bulman

Brad Schmidtkecht

Thomas Taylor

David Danzinger

Finance Committee

Dennis Bork

Donald Hillert

Brad Schmidtkecht

Max Weiss

David Danzinger

ANTICIPATED FINANCIAL IMPACT STATEMENT

Economic Development Draft Bylaws
Stephen S. Schiffli, Author

BUFFALO COUNTY, WISCONSIN
ECONOMIC DEVELOPMENT COMMITTEE
A
SUBCOMMITTEE OF BUFFALO COUNTY FINANCE

BYLAWS

Established as a committee of the Buffalo County Board of Supervisors
on m/d/y Res #

Latest Amendments as of m/d/y

BY-LAWS
FOR
ECONOMIC DEVELOPMENT COMMITTEE OF
BUFFALO COUNTY, WISCONSIN

ARTICLE I. NAME AND OFFICES

The name of this Authority shall be the ECONOMIC DEVELOPMENT COMMITTEE, OFFICE OF ECONOMIC DEVELOPMENT, OF BUFFALO COUNTY, WISCONSIN.

1. Except as otherwise required by resolution of the Authority //I can find no resolution, minutes from Finance or the County Board officially establishing this committee its authority or requested duties//, or as the business of the Authority may require, all the books and records of the Authority shall be kept at the office to be designated by the Committee Members of said Authority. The minutes of the Authority shall be open and available for public inspection, by appointment, during normal business hours, and copies of the said minutes may be ordered by any citizen upon submission of a written request and upon paying in advance the cost of duplicating such copies.

ARTICLE II. PURPOSES AND POWERS

The Economic Development Committee of Buffalo County, Wisconsin, shall fulfill all the purposes and intents as set forth by the Buffalo County Board of Supervisors, as may hereafter be provided and the general purpose of the Authority shall be to promote tourism, industry and develop trade in the area within its jurisdiction for the general good of the people of Buffalo County. The Authority shall have any and all powers that have been granted to it by any delegation of authority hereafter granted by the Buffalo County Board of Supervisors or the Buffalo County Finance Committee. The Committee shall at every opportunity balance their objectives with the objectives of the adopted Buffalo County Comprehensive Plan.

ARTICLE III. COMMITTEE

1. The Authority shall be governed by a Committee composed of three (3) Supervisors, appointed by the of Chairperson of the Buffalo County Board of Supervisors. All powers of the Authority shall be vested in the Committee.
2. The three Supervisors shall serve for terms as described in the Buffalo County Rules of Government.
3. The Committee will also have up to two (2) community members. Appointments shall be made by a selection process involving advertisement, receipt of resume, and letter of interest. If no interest or responses are received, appointments may be made by the Chairperson of the Buffalo County Board of Supervisors. Upon review and selection through majority vote of the Committee or appointment, the Community members selected must be ratified by the Buffalo County Board of Supervisors before they have authorities vested in them (those authorities need to be defined, all voting rights or procedural voting rights). Define qualities/qualifications for selection. They should meet some requirement supporting economic development.
4. Community Members will be asked to serve 2-year terms, with a term limit of no more than 6 years.

5. All elected and appointed members of the Committee shall receive per diem and mileage in accordance with the Buffalo County Rules of Government.
6. The Committee shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated in ARTICLE II; and the right to receive from any source confidential reports consistent with the purposes and powers stated in said ARTICLE II.

ARTICLE IV. OATH OF OFFICE

N/A

ARTICLE V. OFFICERS

1. The Committee shall elect from its membership a Chairperson, and a Vice-Chairperson.
2. The terms of office for the officers shall be two (2) years each, with elections on the even years.
3. The duties of the Chairperson shall be to preside at meetings of the Committee; to approve the agenda for any and all meetings, to call special meetings; to call special elections; to appoint subcommittees; to sign, with the Economic Development Manager, or any other proper officer of the authority of Buffalo County, any documents or instruments which the Committee has authorized to be executed. The Chairperson shall have an equal vote with the other Committee Members and shall not have a second tie-breaking vote on any question. The Chairperson shall ensure the decorum of the meeting, enforce the standards set forth in the Buffalo County Rules of Government and Wisconsin Statutes 19.81-19.88 "Open Meetings Laws."
4. The duties of the Vice-Chairperson shall be to preside at meetings on the request of the Chairperson, or in the absence of the Chairperson; and in case of the death or resignation of the Chairperson shall become Chairperson for the remainder of the term for which the Chairperson was elected. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Committee from time to time.
5. Economic Development Manager- Is the de facto Secretary-Treasurer in the capacity as Secretary shall be responsible for the preparation of the minutes of the meetings of the Committee and all Subcommittees. Submit all agendas, minutes, and approved minutes and make them available for public inspection; to have custody of all important records of the Committee; to see that all notices are duly given as required by law, these by-laws or by the Committee; to call meetings of the Committee to order in the absence of the Chairperson and Vice-Chairperson and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general to perform all the duties incident of the office of Secretary and such other duties as from time to time may be assigned by the Committee. In the absence of the Economic Development Manager, the Chairperson shall appoint a Committee Member to be responsible for the preparation of detailed minutes of the meeting.

6. The Economic Development Manager-in the capacity of Treasure shall be responsible for the keeping of suitable records of all financial transactions of the Authority, in conjunction with Courthouse Administration and the Buffalo County Treasurer; to have charge and custody of all funds and be responsible for their investment and deposit in the name of the Authority when authorized by the Committee; and in general, to perform all the duties as from time to time may be assigned by the Committee.

ARTICLE VI. ELECTION OF OFFICERS

1. The regular election of officers shall be held at the regular annual meeting to be held on the third Thursday in July of each year as hereinafter provided in Paragraph 1 of ARTICLE VII.
2. Special elections may be held at any regular or special meeting to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.

ARTICLE VII. COMMITTEE MEETINGS

1. Annual Meeting. An annual or regular meeting of the Committee for the election of officers and for the transaction of such other business as may properly come before such meeting shall be held in the County of Buffalo, Wisconsin, on the third Thursday in July of each year, at such place and at such time as shall be stated in the notice of the meeting.
2. Other Regular Meetings. Other regular or regularly scheduled meetings of the Committee will be held in Jan, Mar, May, Sep, and Nov. Specific dates and times are at the discretion of the Chair or Vice Chair.
3. Special Meetings. Special meetings of the Committee may be held whenever called by the Chairperson, or the Vice-Chairperson.
4. Notice of Meetings. Meeting notices will be submitted for posting to the Buffalo County Clerk's Office seven (7) days prior to the meeting. The Buffalo County Clerk will send electronically, packets to the Supervisors on the Committee. The Economic Development Manager is responsible to send meeting packets out to the municipal members of the Committee.
5. Waiver of Notice.
N/A
6. Quorum. Two Supervisors of the Committee shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes. A quorum consisting of a majority vote of appointed members is not authorized in the Buffalo County Rules of Government. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all of the powers and perform all of the duties of the Board. Pursuant to the Buffalo County Rules of Government, the County Board Chairperson may be called upon to resolve a lack of quorum.

7. Order of Business. At all meetings of the Committee, the following order

of business shall be observed, consistent with the purpose of the meeting, and the wishes of the Buffalo County Board of Supervisors:

- (a) Reading and approval of the minutes of the preceding meeting.
 - (b) Public Comment.
 - (c) Updated Financials.
 - (d) Resolutions or ordinances for consideration
 - (e) Unfinished business.
 - (f) New business.
 - (g) Economic Development Managers Report.
 - (h) Chairs Report
8. Meetings to be open to Public. Meetings shall be in full compliance the Wisconsin State Statutes on "Open Meetings Law" 19.81-19.88. Closed Session will be in accordance with 19.85(1).
9. Voting. The vote on the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by yeas or nays, and whenever the vote is not unanimous, the names of members voting for and of those voting against such action shall be entered upon the minutes. Meetings where Committee Members are participating remotely will use a roll call voting procedure.
10. Procedure. Unless otherwise provided, procedure at meetings shall follow Robert's Rules of Order.
11. Signing of Minutes. When approved, all minutes of meetings of the Committee shall be signed by the Economic Development Manager, County Clerk or the presiding officer of the particular meeting.

ARTICLE VIII. SUBCOMMITTEES

1. A Subcommittee of the Buffalo County Economic Development Committee shall be composed of the Chairperson, Vice-Chairperson, Secretary-Treasurer. The Subcommittee shall meet at such times and such places as the Chairperson may designate. The Secretary shall keep detailed minutes of the meetings of the Subcommittee which shall be preserved along with the minutes of the Committee and read to the Committee at its next meeting. Two (2) members of the Subcommittee shall constitute a quorum to transact business, unless the Economic Development Coordinator is deemed a voting member, in which case, one (1) member shall constitute a quorum. In the absence of any member of the Subcommittee, the Chairperson may, but need not appoint one other Committee Member to act on the Subcommittee as a member pro tempore, and to be counted as a member of such committee for the purpose of constituting a quorum, and such appointment shall be recorded in the minutes of the Authority.
2. Any action taken by the Subcommittee shall be tentative and advisory only and shall be subject to approval by the Economic Development Committee.
3. The Chairperson may, with the advice and consent of the Committee, appoint such special committees as may be deemed appropriate to carry out the intents and purposes of the Authority.

ARTICLE IX. DEPARTMENT

1. The Committee shall work with Human Resources and the Finance Committee to employ and compensate an Economic Development Manager in accordance with resolution 17-03-05.
2. The County Coordinators Office will provide the appropriate transportation, office space, records storage, information technology, administrative support and meeting rooms as required to facilitate the duties and responsibilities of the office of Economic Development.

ARTICLE X. OFFICIAL SEAL

The official seal of the Authority shall be that of the County of Buffalo, Wisconsin affixed and endorsed by the Buffalo County Clerk and the Chair of the Buffalo County Board of Supervisors.

ARTICLE XI. FISCAL YEAR

The fiscal year of the Authority shall begin at 12:01 AM on January 1 and end at 12:00 Midnight on December 31 of the current year.

ARTICLE XII. AMENDMENTS

Except as otherwise provided by law, these by-laws may be amended, added to, altered, or repealed in whole or in part by the Committee at any meeting of the Committee, provided that notice of the proposed amendment, addition, alteration, or repeal is given in the notice of the call of such meeting, and such notice is given in the manner provided in ARTICLE VII, Paragraph 4, not less than one week prior to the holding of such meeting.

RECORD OF AMENDMENTS

QUOTATION

LA CROSSE GRAPHICS INC.
3025 East Avenue South
La Crosse, WI 54601

Phone: 608-788-2500
Fax: 608-788-2660

Quotation Number: 130029A
Quotation Date: 1/21/2020
Sales Rep: HOUSE
Estimator: Clif Youngbauer

Customer Account: BUFFALOCOUNTY
Name: BUFFALO COUNTY
Address: 407 S. 2ND ST.
ALMA WI 54610
Contact: KATHY GOODMAN
Phone: Fax:

Job Description 2020 TRAVEL GUIDE 44 PAGES
FLAT- 17 X 11 FINISH- 8.5 X 11
FILES FURNISHED
LOW RES AND HIGH RES PROOFS
BINDERY: FOLD, STITCH, TRIM, WRAP IN 25'S, BOX IN 100'S
FOB ALMA

Component: 4 PAGES 80#
Size: 8 1/2 X 11 Stock Description: GLOSS TEXT
Ink: 4 / 4 Color: WHITE
Bleed: Yes BWT: 80 Thickness: .0000

Component: 40 PAGES 60#
Size: 8 1/2 X 11 Stock Description: GLOSS TEXT
Ink: 4 / 4 Color: WHITE
Bleed: Yes BWT: 60 Thickness: .0000

Quantity	Price
8000	\$5,735.58
10000	\$6,094.96

LGI REQUIRES FILES PROVIDED IN PRESS-READY PDF FORMAT, OR \$10.00 PER 8.5 X 11 PAGE WILL BE CHARGED.
THIS QUOTATION/ESTIMATE IS SUBJECT TO THE TERMS ON THE REVERSE SIDE OF THIS PAGE.
QUOTE BASED ON 40 LB CARTONS. SPECIAL CARTONING INSTRUCTIONS REQUIRE A MINIMUM ADDITIONAL COST OF \$.32 PER CARTON UNLESS NOTED ABOVE.
THIS QUOTATION/ ESTIMATE IS HEREBY ACCEPTED SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE.

DATE: 2/26/2020

BUYER SIGNATURE:

Sanya J. Hansens

TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be due in full within 30 days of invoice date. Interest shall accrue on the unpaid balance from the due date, at the monthly interest rate of 1.5%. Subject to credit approval.
2. **TAXES:** Buyer shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold. Price quotations do not include taxes or other charges, unless specified. Unless Seller receives a sales tax exemption certificate, or its equivalent, prior to the first shipment date, Seller will include applicable sales tax on the invoice. If a sales tax exemption certificate, or its equivalent, is delivered after the shipment date, Seller will not revise the invoice and exclude the sales tax unless Buyer pays Seller an additional \$150.00 to reimburse Seller for filings and correspondence with the Wisconsin Department of Revenue.
3. **SHIPMENT AND DELIVERY:** Shipments will be made as scheduled and as mutually agreed. In the absence of shipping instructions, Seller will use its best judgment as to the method of shipment. Unless otherwise specified the price quoted is for a single shipment, F.O.B. La Crosse. Seller reserves the right to add a freight charge of up to \$500 if Buyer arranges for own freight. All proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Seller is not liable for any delays in delivery caused by any cause beyond the reasonable control of Seller, including accidents to machinery, labor disputes, floods, fires, transportation delays, and delays or restrictions imposed by governmental rules or regulations. Receipt of the products without notifying Seller as hereinafter provided shall constitute waiver of any or all claims for delay.
4. **QUOTATIONS:** Price quotations are not binding beyond 30 days unless mutually agreed. Clerical errors are subject to correction.
5. **LIMITED WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants the products sold are free from defects in material and workmanship, subject to reasonable commercial variations. All products are sold and samples provided with the understanding that the Buyer has independently determined the suitability of such products for its purposes. Should any failure to conform to this warranty appear within 30 days after the date of initial shipment, Seller shall, upon notification thereof and substantiation, at Seller's option, refund the purchase price or repair or replace the product sold. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. NO WAIVER, ALTERATION, ADDITIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF THE PRODUCTS SOLD HEREUNDER OR FROM ANY OTHER CAUSE. SELLER SHALL NOT BE LIABLE FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PRODUCTS SOLD. The maximum aggregate amount Seller may be held liable to Customer for any claims arising from the products and services to be provided pursuant to this Agreement is the total amount paid by Customer to Seller for the products and services.
6. **INSPECTION AND WAIVER OF CLAIMS:** The products covered by this order shall be deemed finally accepted and inspected within 7 days after their receipt by Buyer, unless written notice of rejection or of any claim is given to Seller within 7 days of receipt. Acceptance as aforesaid shall constitute acknowledgement of full performance by Seller of its obligations hereunder except as provided otherwise herein. SELLER SHALL PROVIDE THE PRODUCTS AND SERVICES SET FORTH IN THE AGREEMENT IN A WORKMANLIKE MANNER CONSISTENT WITH THE SPECIFICATIONS. BUYER ACKNOWLEDGES THAT NO PARTY, INCLUDING SELLER, CAN ANTICIPATE ALL FUTURE CHALLENGES CAUSED BY WEATHER CONDITIONS, MATERIALS, AND GOVERNMENTAL ACTION. CUSTOMER FURTHER ACKNOWLEDGES THAT WEATHER CONDITIONS AND MATERIAL CONDITIONS, INCLUDING PAPER AND INK QUALITY, MAY VARY AND AFFECT THE PRODUCTS ORDERED BY BUYER. BUYER ACKNOWLEDGES THAT SELLER CAN NOT CONTROL VARIATIONS IN INK AND PAPER QUALITY BEYOND COMPLYING WITH THE SPECIFICATIONS IN APPROVED QUOTATION AND BUYER EXPRESSLY WAIVES ANY CLAIMS TO REJECT PRODUCTS OR TO BRING CLAIMS AGAINST SELLER FOR IRREGULARITIES OR DEFECTS IN PRODUCTS THAT WERE PRODUCED TO SPECIFICATIONS IF THE IRREGULARITIES OR DEFECTS ARISE FROM VARIATIONS IN WEATHER CONDITIONS OR PAPER OR INK QUALITY PROVIDED THAT THE IRREGULARITIES DID NOT ARISE FROM THE INTENTIONAL, MALICIOUS OR GROSSLY NEGLIGENT ACTS OF SELLER.
7. **THIRD PARTY LIABILITY:** Seller shall not be liable to any third party for any claim in connection with the products sold. Buyer assumes sole responsibility for such third party liability and shall indemnify Seller for all losses the third party claims, including, but not limited to, expenditures for judgments, settlements, attorney's fees, litigation and negotiation.
8. **EXPENSES OF COLLECTION:** Buyer agrees to pay all expenses of Seller for collection of the amounts owed hereunder, including actual reasonable attorney's fees, wire transfer charges of \$50.00 fee for returned (NSF) checks. Buyers that issue an NSF check will be required to submit future payments with a certified check, wire transfer (\$20 per transfer) or money order.
9. **APPLICABLE LAW:** Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state courts in and for La Crosse County, Wisconsin, U.S.A (or if there is federal jurisdiction, the United States District Court for the Western District of Wisconsin), and the parties hereby irrevocably submit to the personal and exclusive jurisdiction and venue of such courts.
10. **PRICES:** All prices are based on continuous and uninterrupted production of the entire order unless otherwise stated. Prices are based on hours and wages controlled by Federal and State labor laws, and Buyers' schedules requiring work beyond regular working hours are subject to a charge to cover the additional cost. Seller reserves the right to revise prices to reflect increases in labor or material costs occurring between dates of acceptance and completion of order. Customer shall confirm all material terms are included in an Approved Quotation and waive the right to reject goods that conform with the Approved Quotation.
11. **ORDERS** regularly entered cannot be cancelled except upon terms that will compensate against loss.
12. **EXPERIMENTAL WORK** performed at customer's request, such as sketches, drawings, composition, plates (including lithographic plates), presswork and materials shall be charged for at current rates.
13. **SKETCHES, COPY, DUMMIES** and all preparatory work created or furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor may ideas obtained therefrom be used, except upon compensation to be determined by the owner.
14. **ARTWORK, TYPE, PLATES, DISKS** (including lithographic plates), engravings, negatives, positives and other items when supplied by the printer shall remain his exclusive property, unless otherwise agreed in writing.
15. **ALTERATIONS:** Proposals are only for work according to the original specifications. If through customer's error, or change of mind, work has to be done a second time or more, such extra work will carry an additional charge, at current rates for the work performed.
16. **PROOFS:** Proof shall be submitted with original copy. Corrections, if any, to be made thereon and to be returned marked "O.K." or "O.K. with corrections" and signed with name or initials of person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. Printer is not responsible for errors if work is printed as per customer's O.K. Seller's receipt of proof marked "O.K." or "O.K. with corrections" shall constitute permission for Buyer to print the job in accordance with an Approved Quotation and the approved proof.
17. **PRESS PROOFS:** An extra charge will be made for press proofs, unless the customer is present when the form is made ready on the press, so that no press time is lost. Presses standing awaiting O.K. of customer will be charged at current rates for the time consumed.
18. **OVER RUNS** or under runs not to exceed 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer proportionately unless other specified in the Approved Quotation.
19. **CUSTOMER'S PROPERTY:** The printer shall charge the customer, at current rates, for handling and storing customer's stock or customer's printed matter held more than thirty (30) days. All customer's property that is stored with a printer is at the customer's risk, and the printer is not liable for any loss or damage thereto caused by fire, water leakage, theft, negligence, insects, rodents, or any cause beyond the printer's control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.
20. **REPAIRS, CHANGES, trimming, mortising, anchoring, special proofing** or similar work required on materials which are furnished by the customer, including but not limited to, drawings, engravings, and negatives, shall be billed at current market rates.
21. **PAPER STOCK** furnished by the customer shall be properly packed, free from dirt, grit, tom sheets, bad splices, etc., and of proper quality for printing requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.
22. **COLOR PROOFING:** Because of the difference in equipment and conditions between the color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.
23. **RUSH!! SERVICES** are available, an additional fee may apply. Please, contact your Sales Representative or Customer Service for details.
24. **ENTIRE CONTRACT:** Customer acknowledges that the signed or electronically approved quotation (an "Approved Quotation") and these terms and conditions form the entire contract between the parties. If customer issues a purchase order with terms and conditions that conflict with the Approved Quotation or these terms and condition, the terms of the Approved Quotation or these terms and conditions shall be controlling.