

VILLAGE OF HORTONVILLE
AGENDA OF THE VILLAGE BOARD
APRIL 4, 2024
6:00 P.M. Regular Board Meeting
Municipal Services Center Board/Court Room
531 N. Nash St., Hortonville, WI



1. Pledge of Allegiance
2. Call to Order by Presiding Officer
3. Roll Call
4. Agenda Changes [to change the position of an item already on the agenda]
5. Consent Agenda
 - A. March 21, 2024 Regular Board meeting minutes
 - B. Licenses and Permits
 - i. 6 Month Class "B" Beer License Otto Miller Concession Stand
Hortonville Youth Sports 130 John Street
Julie Griesbach, Agent
 - C. Presentation of accounts and other claims against the Village
6. Preregistered Citizens to be heard. – LIMIT 5 MINUTES
 - A. State name and address
 - B. Comments to be limited to 5 minutes
 - C. Pursuant to WI Statutes 19.83(2) and 19.84(2), The Board's role is to listen to public comments, and not to ask questions, discuss, or take action regarding pre-registered citizens comments.
7. Committee Reports
 - A. Library Board
8. Unfinished Business from Previous Meetings
9. New Business
 - A. Discussion and Possible action on Industrial Park Variance for Great Lakes Equine
 - B. Discussion and Possible action on Industrial Park Variance for WGB
 - C. Discussion and Possible action on Industrial Park Variance for Mil Cor LLC
 - D. Discussion and Possible action on Industrial Park Variance for Tom Cin Metals
 - E. Discussion and Possible action on Crane Engineering effluent pump repair
 - F. Discussion and possible action on Typical Sections for Main Street Reconstruction
 - G. Discussion and possible action on 2025-2027 Union Contract
 - H. Discussion and possible action on Ordinance O - 04 – 24 Amending Parking Prohibited Section 40-47 (22)
 - I. Discussion and possible action on R-11-2024 Resolution requesting the county to change the speed limit on CTH M for the section between the bypass and CTH MM.
10. Report of Village Officials
 - A. Clerk-Treasurer
 - B. Director of Public Works
 - C. Police Chief
 - D. Library Director
 - E. Attorney

- F. Administrator
 - G. Building Permit Report
 - H. Any other miscellaneous topics for future discussion
11. Communications and Miscellaneous Business
 - A. Black Otter Lake District news
 - B. Hortonville-Hortonia Fire District news
 - C. Gold Cross Ambulance run reports and news
 - D. Hortonville Civic Association
 - E. Senior Activities Committee
 12. Comments and suggestions from citizens present
 13. Motion to go into Closed Session under State Statute State Statute 19.85(1)(e)
“Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Specifically, Developers Agreement
 14. 5 minute recess to clear meeting room
 15. Board to go into Closed Session under State Statute State Statute 19.85(1)(e)
 16. Board to return to Open Session (roll call vote)
 17. Any action on matters discussed in Closed Session
 18. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: APRIL 18, 2024

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Village Administration Office at 779-6011 with as much advance notice as possible.

**VILLAGE OF HORTONVILLE
VILLAGE BOARD
MARCH 21, 2024 MEETING MINUTES
DRAFT – NOT APPROVED**

President Jeanne Bellile called the meeting to order at 6:00 p.m. in the Community Center at 531 N. Nash St., Hortonville, Wisconsin.

Trustees present: Grace Abitz, Pat Lund-Moe, Jim Moeller, Jane Olk, Shauna Keel, and Julie Arendt Vanden Heuvel.

Trustees absent: None

Officials/Staff present: Administrator Nathan Treadwell, Clerk-Treasurer Jane Booth, Director of Public Works Aaron Steber, Chief of Police Kristine Brownson, Library Director Alexandria Krause, and Attorney Ashley Lehocky.

Consent Agenda

Motion [Lund-Moe/Arendt Vanden Heuvel] to approve as outlined. Roll call vote, 6 ayes, 1 abstain (Keel) 0 nays, motion carried.

- A. March 7, 2024 Regular Board meeting minutes
- B. March 7, 2024 Committee of the Whole minutes
- C. Arbor Week Proclamation
- D. Licenses and Permits
 - i. Combination Class “B” and “Class B” Fermented Malt Beverage and Liquor License April 1, 2024 – June 30, 2024
The Hardtails Saloon & Catering dba The Hardtails Saloon
Jodi L. Jurkovac, Agent 302 W Main Street
- E. Presentation of accounts and other claims against the Village

Agenda Changes

Move under new business move item E above item A.

Preregistered Citizens to be heard

Geoff Holz, 700 Grandview Road, I would like to talk about the Terrace Manor subdivision. I believe most of our concerns were brought up at the last Planning & Zoning Commission meeting. I submitted my thought in the notes which I think most of you have. Most of our concerns come down to the privacy, security and the valuation of our property. We do understand the owner and or developer have the right to build and do what they want on their land. One thing I have noticed since the meeting was that the proposed road for this development doesn't intersect Grandview Road directly across from Parkview Road. I have seen this addressed as a priority in other new developments. Whether directed by the County or DOT or if it is just the standard for safety. With all this in mind, we would like to be a part of the process going forward. We feel there are a few points that can be addressed in a developer's agreement that could potentially benefit all parties involved, including the Village.

Jeff Miles, W7542 Cross County Lane, I am working with the developer and the owners of the property. I am here to answer any questions for the family.

Committee Reports

Public Safety Committee – Chairperson Moeller said we had a meeting yesterday and discussed a number of parking issues.

Public Works Committee – Chairperson Keel said we just finished this meeting before this one. We had three projects that we discussed.

Unfinished Business from previous meetings

None

New Business

Discussion and possible action on Terrace Manor Subdivision Preliminary Plat

Administrator Treadwell said that this was recommended for approval at the last Planning and Zoning Committee meeting. This is a 32-unit parcel subdivision, a single road in and out. The out lot will be sold to the village once the retention pond is built.

Motion [Moeller/Olk] to accept the Terrace Manor Subdivision Preliminary Plat.

Roll call vote, 5 ayes, 1 abstain (Abitz), 0 nays, motion carried.

Discussion and possible action on Aerzen blower pump quote

DPW Director Steber said this is for a replacement blower pump to have on hand.

Motion [Arendt Vanden Heuvel/Moeller] to approve the Aerzen blower pump quote in the amount of \$10,293.68.

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Union Contract agreement for 2025-2027

Administrator Treadwell said that it was agreed upon that myself and Sergeant/SRO Bahr should come to an agreement and then bring it to the board. The financial impact on the budget would be approximately \$25,000 and this depends on vacation.

Trustee Moeller said that article 8.1 is that the scheduling is very rigid and defined in this and is difficult to change it.

“We have management rights, and we can change that,” said Administrator Treadwell.

Chief of Brownson said that when the candidates come out of school, they have an idea of where they want to work. We need to have comparable wages so that they will want to stay.

Administrator Treadwell said that this contract is based on employee retention. I am comfortable with this, and I wouldn't bring it to you if I weren't.

Motion [Arendt Vanden Heuvel/Keel] to approve the Union Contract for 2025-2027

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Contract for Downtown Alley 1 & 2 design options.

DPW Director Steber said that this contract is basically to have a landscape architect from Ayers come in and give us a design for pedestrian use, parking and to potentially attract new businesses.

Motion [Arendt Vanden Heuvel/Moeller] to approve the contract for downtown alley 1 and 2 in the amount of \$25,000.

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Resolution R-10-24 Fence Easement Fee

Motion [Moeller/ Olk] to approve R-10-24 with administrative fee added to the title

Roll call vote, 7 ayes, 0 nays, motion carried.

Report of Village Officials

Clerk-Treasurer: The report is in the packet. We had a successful audit last week due to the great staff that we have. We have in person absentee voting going on right now, it has been slow, but it might pick up.

Director of Public Works: The report is in the packet. Hortonville Arbor Week will be held April 21 through April 27, 2024.

Chief of Police: The report is in the packet. We are getting ready for the Stuff the Cruiser, and we will be at Gilberts from 8:00 am. – 12:00 pm on Saturday, March 23, 2024.

One of the ATV routes has been denied, because the traffic count is too high. The other route that is denied, the county will be doing a traffic study and reduce the speed limit and then vote on that at the end of the month.

Library Director: I don't have anything this time

Attorney: I have nothing, happy to answer questions.

Administrator: I have been working with developers.

Any other miscellaneous topics for future discussion

Trustee Keel said that we talked about the league training (Government 101 Class) and there are no longer in-person meetings. There is an online version that they will be doing starting on May 1st.

Communications and Miscellaneous Business

Black Otter Lake District news: We meet on April 23.

Building permit report: None

Hortonville-Hortonia Fire District news: None

Gold Cross Ambulance run reports and news: None

Hortonville Civic Association: None

Senior Activities Committee: On Monday, March 11, rebuilding together was here and presented information. That is an agency that assists homeowners with making their homes safer and more accessible. This past Monday we were up at Care Partners, and we did some Spring Easter crafts. We hope we can do some collaborating with them; they really enjoyed it. We had some people come in and played some music. Our next meeting is April 11. On Monday, April 1, there will be no potluck because of the Spring Election.

Comments and suggestions from citizens present

Julie Schuh asked if there is sufficient room for a school bus and a fire truck to turn around in that cul-de-sac at the end in Terrance Manor. Administrator Treadwell said that he has contacted Brian Gooding, director of transportation, and the turning radius was about 115 feet.

Motion [Arendt Vanden Heuvel/Moeller] to remove item 13, the closed session, from the agenda. Unanimous roll call vote, motion carried.

Adjournment

Motion [Moeller/Olk] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 6:46 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

April 04, 2024 INVOICE LISTING

VILLAGE INVOICES

4004211649-0324-0224	Assurity
9207795005-0324	AT&T
P71063627	Batteries Plus LLC
P71066820	Batteries Plus LLC
0224	BMO Harris Bank
Mileage2024-1	Booth, Jane
171756701032124	Charter Communications
75959	Corporate Network Solutions
ACH	Delta Dental
021224	Door Couny Library- Forestville
ACH	EFTPS
4394570	Employee Benefits Corporation
4401683	Employee Benefits Corporation
399790	Faulks Brothers Construction Inc
R10000118404	GFL Environmental
03/24	Gilbert's Sentry Foods
240614	Graphic Composition
3201237	Hawkins Ash CPA's
DPW-0224	Hortonville BP
2ndQtr2024	Hortonville-Hortonia Fire District
13809	Hortonville-Hortonia Fire District
P007004875-Mar24	Illinois Mutual
63032206/63030814/6303234	Ingram
00309835-0224	Kwik Trip
LSPQ50572	Lappen Security Products
R07807030.00	MSA Professional Services Inc
R07807031.00	MSA Professional Services Inc
IN189981	Multi Media Channels
IN191324/IN186143	Multi Media Channels
ACH	Network Health
72979194201	Oriental Trading
100401490053	Otis Elevator Company
129073	Outagamie County Treasurer
22879	Ray's Sanitation
22880	Ray's Sanitation
83918	Thedacare Laboratories
6123446	Unique
5029010315	Wells Fargo Vendor Financial
ACH	Wisconsin Deferred Comp
241134	Wisconsin Document Imaging
242761	Wisconsin Document Imaging
2024 Dues	Wisconsin Municiple Judges Association
ACH	Wisconsin Retirement System
ACH	Wisconsin, State of
ACH	Wolf River Community Bank
ACH	Wolf River Community Bank

March 22, 2024- April 04, 2024

Employee Disability Insurance- March 2024	\$	432.84
Phone Billing- March 2024	\$	106.22
4.8V Light Batteries- MSC	\$	80.85
6V Light Batteries- Library	\$	47.30
February Charges- 2024	\$	3,579.44
Mileage Reimbursement- County Clerks Office- Election	\$	34.84
Internet/Email- April 2024- PW/W/S	\$	119.99
Bitdefender- March 2024- PD	\$	35.40
Dental Insurance Premiums- April 2024	\$	1,254.73
Book Replacement Cost- Library	\$	26.00
Federal, FICA taxes for 03/28/2024 Payroll	\$	13,691.84
Health Reimbursement- March 2024	\$	929.01
Health Reimbursement- March 2024	\$	293.70
Quickpitch Red Infield Mix- Miller Park	\$	1,154.86
Garbage Pick Up- March 2024	\$	1,494.19
Supplies- Senior Activities	\$	23.97
Newsletter- Spring 2024	\$	1,512.86
Progress Bill for Audit- Accounting Assistance on TIDS	\$	1,782.00
DPW/Utility Fuel- February 2024	\$	713.73
2nd Quarter Fire Budget Payment	\$	24,438.75
Radio Contract	\$	10,636.00
Employee Disability Insurance- March 2024	\$	155.34
Library Books	\$	265.58
Fuel- PD- February 2024	\$	847.39
Fire Alarm Service- MSC	\$	560.00
N Mill Reconstruction	\$	16,622.80
Hortonville 2023 Stewardship Administration	\$	252.50
Voting Test Notice/Ads for Bids- Street Maintenance	\$	83.30
Liquor License Publications/Advertising for Bids- Town Drive Street Lighting	\$	885.51
Total Health Premiums- April 2024	\$	12,133.82
Supplies- Library	\$	66.39
Opera House Maintenance- 4/1/24-6/30/24	\$	317.28
50- 95 Gallon Recycling Bins	\$	3,725.00
Portable Restroom- 230 Lakeshore Drive	\$	240.00
Portable Restrooms- Black Otter Park	\$	80.00
Blood Draw- Penkalski	\$	42.50
Collection Agency- Library	\$	11.65
Xerox Copier- Library	\$	180.00
EE contributions 03/28/2024 Payroll	\$	426.00
Contract Invoice- Library	\$	99.34
Contract Base Charge February 2024	\$	176.32
Annual Judge Dues- 2024	\$	100.00
WRS Contributions- March 2024	\$	17,232.24
State W/H for 03/28/2024 Payroll	\$	2,373.39
Principle and Interest- WRCB CIP Loan #2842	\$	34,922.56
Principle and Interest- WRCB Engineering Loan #2843	\$	4,606.16

Invoice Total \$ 158,793.59

\$ 44,121.33

Grand Total \$ 202,914.92

03/28/24 Direct Deposit P/R

WATER & SEWER UTILITY INVOICES

96966	Menards
0813841-IN	Mid-American Research Chemical
215378896	Vorpahl Fire & Safety
17131	Wisconsin Backflow Testing
ACH	Wolf River Community Bank
3556D16711	Xylem Water Solutions

March 22, 2024- April 04, 2024

Maintenance Materials- Water Truck	\$	90.87
Enyme Booster- Water Supplies	\$	955.92
Gas Testing Supplies- WWTP	\$	197.00
Annual Commercial Properties Backflow Inspections	\$	4,700.00
2018 Pine St Sewer/Screw Pump Loan	\$	5,727.72
UV Light Sensor- WWTP	\$	1,499.48

Grand Total \$ 13,170.99

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Planning and Zoning Summary

Nathan Treadwell – Village Administrator

During the planning and zoning meeting on March 14th, the Planning and Zoning Commission reached a decision to recommend rejection of the Industrial Park Variances sought by the following entities:

- Great Lake Equine
- WGB
- Mil Cor LLC
- Tom Cin Metals

These businesses had individually requested variances from the Industrial Park Covenants to forgo the requirement of paving their parking or loading zones with either concrete or asphalt.

The Planning and Zoning commission denied these variances because of a few different Concerns.

- Initially, they referenced past instances where similar standards were upheld for other developments, such as Gardan, BG Durite, and Carl's Custom Cabinets, which were required to have their driveways and loading areas paved with asphalt or concrete.
- Each development was given the covenants and signed off on the covenants at time of purchase.
- The regulation was established to reassure neighboring residential properties that excessive dust wouldn't emanate from the Industrial Park.
- Concerns were raised about setting a precedent for future variances, potentially compromising future industrial park expansions. If we have residents who would be concerned about dust issues and we tell them that we will require parking and loading zones to be paved, they will have an argument that we didn't require them all to be paved and we granted variances to multiple different developments.
- Finally, the last issue that they talked about is the site plans for each of the businesses. Each of the site plans for WGB and MIL Cor LLC had asphalt listed on the plans that were approved by the Village Board and Planning Commission. Great Lakes Equine had half of their area as asphalt and half as gravel because of the Horses. Tom Cin Metals had it listed on their plans that their one area was to be gravel. I only found that on one plan set that it was handwritten on and I would say Tom Cin Metals also wasn't one of the listed businesses that was asked to put in asphalt in this area but the Planning and Zoning Commission stated that they wanted to hold all of the industrial Park to the same standard.

Each business owner received a notification letter informing them of their non-compliance with the Covenants, along with the scheduled date of the Planning and Zoning Meeting. Subsequently, following the Planning and Zoning Meeting, we deferred the matter to a subsequent Village Board meeting to allow time for sending out letters to each business, notifying them of the Planning and Zoning Board's recommendation for denial. The owners were also informed of the date of the upcoming Village Board meeting.

Attached are copies of the covenants, copies of the memo presented to the Planning and Zoning Commission, letters from each property owner requesting the variance digital site plans if available. I'll bring all the folders related to each business to the meeting for anyone wanting to view things.

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

Industrial Park Variance Request Memo:

- All industrial park properties that had no asphalt or concrete were given the attached letter stating that they are out of compliance with the Covenants.
- A citizen came to me asking about issues with the Industrial Park businesses not following the covenants. After looking at this issue I found that they were right, so I sent a letter to the businesses in question. The Complaint was around not having parking lots hard surfaced (asphalt or concrete). The letter informed each business of the issue that needs to be addressed according to the covenants. The Letter also informed the business that if they want, they can petition the Planning and Zoning and Village Board for a Variance of the Covenants.
- The Following five properties were informed of the issue.
 - o Phase 1
 - WGB Properties
 - DNK Real Estate LLC
 - Tom Olk Leasing LLC
 - o Phase 2
 - North Loop Real Estate Holdings LLC
 - Mil-Cor aka “Algrim Explosives”
- Each of the five property owners called or met with me and they were all informed of their right to ask for a variance from the Planning and Village Board.
- Some of the businesses have claimed to me that the cost of asphaltting their parking lots was too much of a cost to them, some have claimed that they had no idea of the covenants, some have claimed that why is this an issue now they were not told about this prior.
- Covenant Violations in 1996.
 - o Gardan was forced to put in parking lots.
 - o BG Durite was forced to put in parking lots.
 - o Carl’s Custom Cabinets were forced to surface their parking lots.

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

North Loop Real Estate Holdings LLC
651 Industrial Park Ave
Hortonville WI 54944

COPY

To the owners of North Loop Real Estate Holdings,

It has come to our attention that your Property Located at (651 Industrial Park Ave) is not in compliance with the Covenants that were established when the Village created the Industrial Park. Attached to this letter is a copy of the covenants, with the main concern being:

Development Covenants Section H

- **PARKING:** All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. Property owners shall provide parking as required by the Village Zoning Ordinance. Parking areas shall be located at least twenty (20) feet from each parcel line abutting a public street and ten (10) feet from any other parcel line. All parking areas and driveways shall be hard surface paved, dust-free and properly marked. All paving must be completed within fifteen (15) months of building completion.

If you encounter difficulties addressing these matters, please contact me to discuss the possibility of applying for a variance of these covenants, as outlined below:

Development Covenants Variances

- The Village is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking a variance.

Feel free to reach out if you have any questions or concerns. You can contact me on my Village phone at 920-538-6709.

Nathan Treadwell
Village Administrator



greatlakesequine

WELLNESS CENTER INC

Nathan Treadwell

Village of Hortonville Administrator

531 N Nash St

Hortonville, WI. 54944

Dear Nathan,

As the owner of the property at 651 Industrial Park Avenue, I am writing to ask for a variance regarding Development Covenants section H, Parking. Our parking area and driveways are currently gravel and we would like them to remain as such.

We are a unique business in the industrial park and are not traditionally industrial but more agriculturally professional. As one of the early property owners in the park, we have been here since 2008, we have come to rely on the gravel footing for a number of reasons. As a horse hospital, our patients' health and safety are our primary concern. As we have as many as 20 to 30 horses in and out of our facility daily, the safety of loading and unloading would be the first concern. Many of these horses are injured or compromised in some way and having them unloaded onto a slippery surface can be quite dangerous. Some of our patients are unsteady and falling onto a paved surface could be life threatening. Secondly, the parking area is used for movement and performance evaluations. Horses cannot jog or run on concrete or blacktop. Those surfaces are not only too slippery but the concussion to the joints can be as harmful as some of the disease processes themselves. A proper evaluation of a horse's movement is essential to our performance horse clients and could negatively affect our ability to give them accurate evaluations. Horses who are staying at our hospital for rehabilitation of sport horse injuries are often walked around the building as part of their slow return to exercise. Additionally, during the spring and summer, we have mares and foals in the hospital. New foals are terribly reluctant to move on surfaces without traction. When these surfaces become wet, it is even more of a problem. Essentially on rainy or icy days, we would have to turn away compromised patients due to safety concerns. The gravel actually provides a significant amount of traction even with icy conditions. Occasionally horses urinate and defecate in the parking lot and the gravel prevents any runoff into the ditches. The gravel also provides safe passage across the driveway to the paddocks for turn out of patients that need to get outside for mental and physical health.



greatlakesequine
WELLNESS CENTER INC

I hope the town can see how it is necessary for us to maintain a gravel driveway and grant a variance. As the new owner of the property, since December 2018, I was unaware of the covenant and while ignorance is not my defense, not having that disclosed by the seller or the town, makes this requirement contrary to horse safety and financially taxing to correct.

Please contact me at 920-779-4444 with any questions.

Sincerely,

Robert Blohowiak

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

Industrial Park Variance Request Memo:

- **North Loop Real Estate Holdings LLC** – this plan set has a partial parking lot in the plan designs and currently has nothing.
 - I'm guessing one of the reasons this was approved this way was because of the horses here.
 - There is an addendum to this purchase of property as well and that has some requirements for variances but does not address the Asphalt.
 - Below is the parcel as it sits today.



**VILLAGE OF HORTONVILLE
PLANNING & ZONING COMMISSION
OCTOBER 14, 2008 MEETING MINUTES**

President Roger Retzlaff called the meeting to order at 6:30 p.m. in the lower level of the Community Hall at 312 W. Main St., Hortonville, Wisconsin.

Members present: Trustee Louis McKellar, Joan Dockter, Warren Mueller, Lloyd Ziegler, and Ed Heyes.

Members absent: Richard Gruenewald (excused), Craig Dreier, and Kenneth Gassner.

Officials present: Administrator J. Everett Mitchell, Clerk-Treasurer Lynne Mischker, and Attorney Robert Sorenson. Engineer Ron Wolf entered the meeting at 6:35 p.m.

Approval of September 9, 2008 Meeting Minutes

Motion made by Mr. McKellar and seconded by Mr. Heyes to approve the September 9, 2008 meeting minutes. Voice vote: 6 ayes, 0 nays, motion carried.

Industrial Park Site and Landscape Plans, Great Lakes Equine Wellness Center, Industrial Park Drive

Ralph Blohowiak of Great Lakes Equine Wellness Center and Chuck Woodke of Walters Bldgs. were present.

Mr. Mitchell reported that the building would be situated on four (4) acres and is approximately 10,000 square feet.

Mr. Blohowiak stated that horses will only be on site for care and will not be boarded.

Mr. Mitchell reported that Director of Public Works Ron Austreng has no concerns with the plans as presented.

Mr. Wolf stated that no topo plans were included so he didn't know if any drainage problems would be caused but he did not feel there would be a problem as the Village has a drainage ditch just to the south.

Mrs. Dockter asked how the manure would be handled.

Mr. Blohowiak responded that a tech would pick up the manure. There would be fifteen (15) employees to start.

Motion made by Mr. McKellar and seconded by Mr. Heyes to recommend approval to the Village Board. Voice vote: 6 ayes, 0 nays, motion carried.

Request for Temporary Lighted Sign at Corner of John St. and N. Olk St. (CTY M), Grand View Golf Club Inc., 135 John St.

Mr. Mitchell distributed pictures of the proposed site, read a letter from Grand View Golf Club manager Roy Hintz requesting the sign, and read the relevant part of the sign code. The sign would be up from November through March.

Mr. Hintz reported that the temporary lighted sign would be used for now and they would like to get the permanent sign lit in the future.

A Golf Club board member present stated that underground electric service would be put in and they also want to use that service for the permanent sign.

Mr. Hintz stated that the sign would operate on a timer and be lit during the hours the bar would be open. The homeowner where the sign would be placed has given permission for the second sign.

Mr. McKellar asked if there are any other R-1 Single Family Residential District areas that have similar signs?

ADDENDUM "A"

This Addendum is attached to a Vacant Land Offer to Purchase (the "Offer"), dated August 21, 2008, executed by Ralph Blohowiak, ("Buyer"), and by Village of Hortonville (Seller), for the purchase of real estate described herein in new industrial park, Village of Hortonville, Outagamie County, Wisconsin. Except as specifically modified by the terms of this Addendum, the terms of the Offer to Purchase shall remain in full force and effect. If any provision of this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer and Addendum together as a single instrument. The Offer is amended as follows:

1. The parcel to be purchased is bounded on the north by County Road TT, on the west by the lands described in Document No. 1370994, and on the east by Industrial Park Avenue. The parcel is four (4) acres in size. A copy of the certified survey map is attached hereto and incorporated herein. The initial survey expense, including the cost of recording the certified survey map, will be paid by the Seller.

2. Buyer has reviewed all of the restrictive covenants for this industrial park and agrees to be bound by the terms of such covenants, subject to the following two (2) variances. The covenants provide that the Buyer shall be obligated to construct principal structures at a minimum cost of \$125,000.00 per acre. The Village of Hortonville (Seller) shall allow permanent hospital and medical equipment which is subject to personal property taxes to count towards the minimum construction cost of \$500,000.00 (\$125,000.00 times 4 acres).

Secondly, the Buyer may maintain outdoor paddocks for the daytime use of horses which are temporarily on the Buyer's premises for surgical or medical purposes.

These two (2) variances are granted to the Buyer for the specific purpose of operating a veterinary clinic/hospital for horses. Upon termination of the clinic/hospital business, these two (2) variances shall lapse.

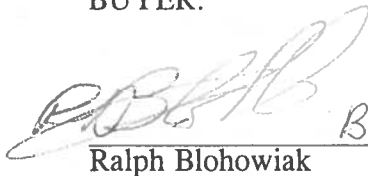
3. The Village of Hortonville reserves all landscape, drainage and utility easements over and across the property as shown on the master plan map for the industrial park.

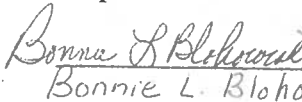
4. The Buyer shall pay the cost of any title insurance. Buyer shall also pay the transactional fees of \$450.00 to Sorenson Law Office together with any cost of recording the deed.

5. It is understood that all building plans must be approved by the Village of Hortonville, consistent with the restrictive covenants of the industrial park, except as amended herein. Construction shall be required within eighteen (18) months of purchase of land.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE A PART OF THE OFFER TO PURCHASE TO WHICH IT IS ATTACHED.

BUYER:

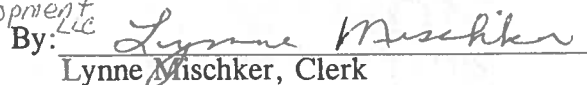

Ralph Blohowiak
Blohowiak Land + Development LLC


Bonnie L. Blohowiak
Bonnie L. Blohowiak Land + Development LLC

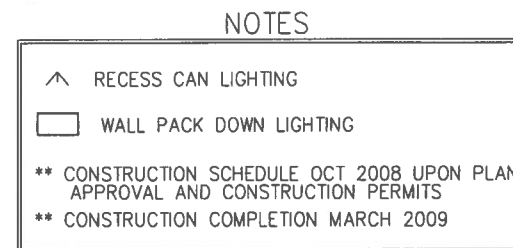
SELLER:

VILLAGE OF HORTONVILLE

By: 
Roger Retzlaff, President

By: 
Lynne Mischker, Clerk

This instrument was drafted by:
Attorney Robert E. Sorenson
Hortonville, WI 54944
(920) 779-4301



Walters Buildings
Jack Walters & Sons, Corp.
P.O. Box 388, 6600 Midland Ct.
Allenton, WI 53002
1-800-558-7800
www.waltersbuildings.com

Drawn By: KAM
Date: 09/22/08
Revised By: KAM
Date Revised: 09/26/08

Owner: Great Lakes Equine Wellness Center
Project:
Location: Hortonville, WI
Dealer/Salesman: Chuck Woodke

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Mil Cor LLC
1829 E Ravenswood Ct
Appleton WI 54913

COPY

To the owners of Mil Cor LLC,

It has come to our attention that your Property Located at (665 Commerce Dr) is not in compliance with the Covenants that were established when the Village created the Industrial Park. Attached to this letter is a copy of the covenants, with the main concern being:

Development Covenants Section H

- **PARKING:** All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. Property owners shall provide parking as required by the Village Zoning Ordinance. Parking areas shall be located at least twenty (20) feet from each parcel line abutting a public street and ten (10) feet from any other parcel line. All parking areas and driveways shall be hard surface paved, dust-free and properly marked. All paving must be completed within fifteen (15) months of building completion.

If you encounter difficulties addressing these matters, please contact me to discuss the possibility of applying for a variance of these covenants, as outlined below:

Development Covenants Variances

- The Village is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking a variance.

Feel free to reach out if you have any questions or concerns. You can contact me on my Village phone at 920-538-6709.

Nathan Treadwell
Village Administrator

MiL CoR, LLC
1829 E Ravenswood Ct
Appleton, WI. 54913

February 19, 2024

Nathan Treadwell
Village Administrator
Hortonville, WI. 54944-0099

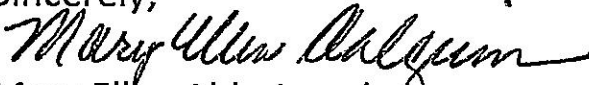
To Nathan Treadwell,

This letter is in response to your letter regarding paving all surfaces surrounding our shop located at 665 Commerce Dr. in phase 2 of the Hortonville Industrial Park.

In 2016 MiL-CoR LLC home to Ahlgrimm Explosives Co received approval and subsequently built our shop. At no point was it mentioned that all surfaces were required to be paved. We were approved and moved in fully Jan 1, 2018. We maintain our shop and yard in a meticulous fashion. We have built berms and planted evergreens surrounding our site. The equipment that we operate with such as drills on tracts, semi-trucks and Class B trucks are essential to our business. This equipment will destroy the pavement in a very short period of time not to mention the extreme financial burden it would place on our business. This financial burden could potentially threaten the viability of our company and of our locally hired employee's jobs.

MiL CoR, LLC is requesting a variance to this request of paving the surfaces due to the reasons stated above.

Sincerely,


Mary Ellen Ahlgrimm/owner

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

- **Mil-Cor aka Algrim Explosives** – this plan set calls for concrete around the entrances to the building and asphalt surrounding the building.
 - On April 17th, 2016 the owners signed an agreement to purchase the property from the Village of Hortonville in that agreement there was an addendum signed by the owners saying they had reviewed the Covenants and understand they are bound by them.
 - Below is as it sits today.



ADDENDUM "A"

April 17 2016

This Addendum is attached to a Vacant Land Offer to Purchase (the "Offer"), dated March 25, 2016, executed by Mil-Cor, LLC, ("Buyer"), and by Village of Hortonville (Seller), for the purchase of Tax Parcel 021711 in the new Industrial Park, Village of Hortonville, Outagamie County, Wisconsin. Except as specifically modified by the terms of this Addendum, the terms of the Offer to Purchase shall remain in full force and effect. If any provision of this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer and Addendum together as a single instrument. The Offer is amended as follows:

1. A copy of the certified survey map of the property is attached hereto and incorporated herein.
2. Buyer has reviewed all of the restrictive covenants and guidelines for Phase II of the Hortonville Business and Industrial Park and agrees to be bound by the terms of such covenants.
3. The Village of Hortonville reserves all landscape, drainage and utility easements over and across the property as shown on the master plan map for the Park, which Buyer acknowledges having received and reviewed.
4. The Buyer shall pay transactional fees of Six Hundred Fifty Dollars (\$650.00) to Sorenson Law Office together with the cost of any title insurance and recording costs.
5. It is understood and agreed that any building plans must be approved by the Village of Hortonville, consistent with the restrictive covenants of the Park. Construction shall be required to commence within eighteen (18) months of the date of closing and be completed within thirty (30) months of the date of closing.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE A PART OF THE OFFER TO PURCHASE TO WHICH IT IS ATTACHED.

BUYER:
MIL-COR, INC.

By: John Ahlgrimm
John Ahlgrimm, Manager

By: Mary Ellen Ahlgrimm
Mary Ellen Ahlgrimm, Assistant Manager

SELLER:
VILLAGE OF HORTONVILLE

By: Traci Martens
Traci Martens, President

By: Lynne Mischker
Lynne Mischker, Clerk

This instrument was drafted by:
Robert E. Sorenson
Attorney at Law
Hortonville, WI 54944
(920) 779-4301

**VILLAGE OF HORTONVILLE
PLANNING & ZONING COMMISSION
JUNE 14, 2016 MEETING MINUTES**

President Traci Martens called the meeting to order at 6:34 p.m. in the Community Center at 531 N. Nash St., Hortonville, Wisconsin.

Members present: Dale Walker, Edward Heyes, Richard Gruenewald, Warren Mueller, Terry Ellenbecker, and Roger Retzlaff.

Members absent: Trustee Kelly Schleif was excused.

Officials/Staff present: Administrator Diane Wessel, Clerk-Treasurer Lynne Mischker, Building Inspector Paul Hanlon, and Attorney Robert Sorenson.

Others present: Julie Vanden Heuvel (Historic Preservation Committee), Tom Baron (East Central Wisconsin Regional Planning Commission), and Barry Hoff (prospective Planning & Zoning Commission member).

Site proposal for MilCor in TID #2

Wessel stated that the site plan meets zoning setbacks and the Industrial Park covenants. The building will house office space and a shop for vehicles. The purchasers will need to meet all the requirements in the covenants after the purchase.

Motion [Retzlaff/Heyes] to recommend approval to the Village Board. Unanimous voice vote, motion carried.

Downtown zoning district & ordinance – Tom Baron (East Central Wisconsin Regional Planning Commission - ECWRPC)

This project is part of a technical assistance project with ECWRPC. The project is looking at different zoning for the downtown as it is a unique area. The Historic Preservation Committee and the Planning & Zoning Commission would jointly establish district standards.

A task force of eight people made up of three Planning & Zoning Commission members, two or three Historic Preservation Committee members, and two to three business owners will be formed to establish draft standards.

Dale Walker, Terry Ellenbecker, and Richard Gruenewald will be the Planning & Zoning Commission members on the task force.

Approval of permits and plans that meet established standards

Wessel reported that the current approval processes are lengthy. If an application meets all the standards the applicant should be assured of approval. Definite standards would be put in place as well as an approval process.

Hanlon suggested a commercial site plan requirement check list and Planning & Zoning Commission approval of commercial site plans.

Signs

Wessel stated that changes need to be made to the Village sign ordinance after a recent US Supreme Court decision requiring content neutral ordinances and rules.

Regulation of billboards along Highway 15 and electronic message centers should be added to the ordinance.

Wessel will research content neutral ordinances for signs and for the additional regulations.

Wildwood PUD rezone

Wessel explained that the subdivision does not have an underlying zoning district as it was rezoned directly from agricultural to planned unit development (PUD). The underlying district would provide established standards for use and construction.

Rezoning the subdivision to single family would retain the current use.

Wessel asked the commission to recommend waiver of the \$300 application fee for the property owners and approve the Village to take the lead on the rezoning.

Motion [Retzlaff/Walker] to waive the \$300 application fee and have the Village take the lead on the rezoning. Voice vote: ayes (6), nays (0), abstained (1-Heyes), motion carried.

Rezoning request Z-1-16, A Agricultural to R2 Two Family Residential, Crest St. – Books Holdings property

Wessel reported that the applicant wants to rezone the property to R2 Two Family Residential and would build high end twindos to rent and build one to two single family spec homes and sell the other lots. A subdivision plat would be a separate process.

Motion [Heyes/Walker] to recommend the Village Board hold a public hearing and approve the rezoning. Unanimous voice vote, motion carried.

Ordinance revisions to consider

A. Permitted uses in Highway Commercial District

Wessel stated that a zoning district needs to list uses permitted by right per court cases. The intent of the district needs to be better defined so permitted and conditional uses can be listed.

Sorenson and Wessel will work on information to bring to the commission.

B. Subdivision & Platting

1. 18.03(3)(a) regarding Park Fees

Wessel explained that this portion of the ordinances is not allowed per State legislation without a study and plan in place.

Motion [Retzlaff/Heyes] to develop an ordinance amendment to strike Park Fees. Unanimous voice vote, motion carried.

2. 18.03(3) Land Suitability

Wessel explained that land division approval cannot be based on land suitability. Sorenson recommended that the village should strike this section.

Motion [Heyes/Ellenbecker] to develop an ordinance amendment to strike Land Suitability. Unanimous voice vote, motion carried.

C. Zoning

1. 17.13 Nonconforming uses, 50% assessed value rebuild rule

Wessel asked if the commission would like to look at allowing rebuilding of nonconforming structures in the same footprint and to the same dimensions.

2. 17.21(3)(c) Adult establishments

Wessel asked the commission to think about this use and the best district to allow them in. Wessel and Sorenson will look into this.

Theiss property zoning violation update

Wessel reported that there are multiple ordinance violations on this property and an inspection warrant was served on the property and the owner.

Wessel and Sorenson will send a letter containing compliance timelines.

Allowing chickens in the Village

Wessel told the commission that the Public Safety Committee is looking into ordinances on this subject.

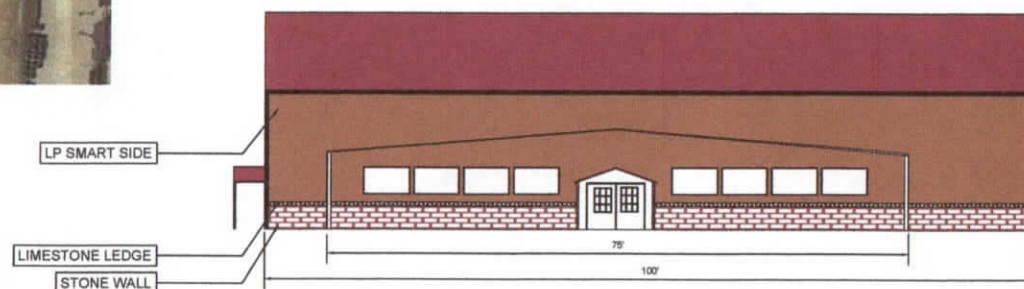
Adjourn

Motion [Gruenewald/Retzlaff] to adjourn. Unanimous voice vote, motion carried. The commission adjourned at 8:10 p.m.

Minutes submitted by Lynne Mischker, WCMC, Village Clerk-Treasurer



NORTH/SOUTH VIEW



EAST VIEW

PROJECT NO.	WS	SCALE AS SHOWN	NO.	DATE	REVISION	BY
PROJECT DATE		DRAWN BY: MA				
P.S.		CHECKED BY: BWT				
PLOT DATE 5/1/14 P:\049\project\municipal\transportation\data\pds\travels.doc						



**TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL**
400 Ice Harbor Drive Dubuque, IA 52001
82-3973 1-888-888-1214 Fax: 563-582-4020
Web Address: www.msa-pa.com

HORTONVILLE INDUSTRIAL PARK
HORTONVILLE WISCONSIN

SITE PLAN

FILE NO.	999
SHEET	A1

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Tom Olk Leasing LLC
BOX 256
Hortonville, WI 54944

COPY

To the owners of Tom-Cin Metals,

It has come to our attention that your Property Located at (320 Industrial Park Ave) is not in compliance with the Covenants that were established when the Village created the Industrial Park. Enclosed in this correspondence is a copy of the covenants, with the primary concern highlighted below:

Development Covenants VI. PERFORMANCE STANDARDS Subsection (B) Parking

- There shall be no on street parking. Adequate off street parking shall be provided by the owner of each site:
 1. All employee parking will take place in the side or rear of lots. Customer/visitor parking may be permitted in front, up to a maximum of six (6) spaces, but not closer than twenty-five (25) feet from the property line.

All parking lots, walks and loading zones shall be permanently surfaced with either asphalt or concrete. At least three (3) percent of the total parking lot area shall be landscaped as specified in these Covenants. Corner lots may be exempted from some setback requirements provided that loading and maneuvering areas are screened from public view by careful building orientation and landscaping. All paving must be completed within 15 months.

If you encounter challenges addressing these matters, please contact me to discuss the possibility of applying for a variance of these covenants, as outlined below:

Development Covenants XI. Variances

- The Village of Hortonville reserves the right to grant variances to any or all of these restrictions as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of these restrictions will result in practical difficulty or unnecessary hardship or if in the judgment of the Board the development or lack of development of the Business Park makes such course of action necessary or advisable. A variance shall be granted by a duly adopted Resolution of the Village Board after recommendation and report by the Commission to the Board

Feel free to reach out if you have any questions or concerns. You can contact me on my Village phone at 920-538-6709.

Nathan Treadwell
Village Administrator



"Custom Steel Fabricators"

February 14, 2024

Village of Hortonville
Attention: Nathan Treadwell
531 N. Nash St.
Hortonville, WI 54944

Dear Nathan Treadwell,

This letter is in response to your notice of non-compliance of Development Covenants VI. PERFORMANCE STANDARDS Subsection B for Tom Olk Leasing LLC, Property Located at 320 Industrial Park Ave.

The non-compliance may relate to the southern portion of the lot. We would like to apply for a variance in this matter. Citing that the property has been this way for over 20 years, is well-maintained, has ample parking on the north side of the lot, and paving of the area will incur financial costs that far exceed the benefit of such a change.

Please consider our request and feel free to contact me with any questions you may have. I can be reached at 920-779-4277.

Sincerely,

Mike Olk
Tom -Cin Metals
PO Box 256
Hortonville, WI 54944

P.O. Box 256, 320 Industrial Park Ave., Hortonville, WI 54944
920-779-4277 • 1-800-343-3404 • Fax: 920-779-6980
www.tom-cinmetals.com

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

Industrial Park Variance Request Memo:

- **Tom Olk Leasing LLC** – this property calls for asphalt only in the location that currently has it. The area behind the building which has an entrance on TT is not specifically called for.
 - I can only find one reference if this needs to be asphalt or not in the plan sets. In one Plan set it shows that loading area as being gravel. Plan set available in person too large to add in to packet.
 - In 1996 there was an issue with Exterior lighting, landscaping, and outdoor storage that needed to be addressed. At that time Tom-Cin Metals addressed those concerns and got their building in compliance, during this time period the village was getting on businesses that were not in compliance of the parking lots not being surfaced and force three others to get into compliance but there was not a notice for this property.
 - Below is how the property sits today



VILLAGE OF HORTONVILLE

118 North Mill Street • P.O. Box 268

Hortonville, WI 54944-0268

(414) 779-6011

June 3, 1996

Tom Olk
499 N. Crest St.
Hortonville, WI 54944

Dear Tom:

The following is the list of concerns we touched on last week. I will elaborate on some of these. Refer to the attached copy of the covenants where noted. You may wish to draft a brief statement regarding each concern in preparation for the Thursday meeting.

Remember, some of the area residents are more upset with their realtor than with you or us. Keep that in mind and try to maintain a calm disposition during the meeting. Look to President Gruenewald, the Board, myself or Attorney Sorenson for feedback during the meeting.

1. Final landscaping/trees on the berm: See VI. Performance Standards (B)(1), (E)(1) and (E)(2).

You have approximately until the end of March 1997 to finish your landscaping.

You explained to the Board that you would be planting trees on the berm (a few spruce trees then a gap of 20 feet, repeated) when you proposed your plan which the Board approved. This was your response to V.3. We did not receive your landscape plan.

2. No parking in setback areas: See VI. Performance Standards (A) Setbacks.

You were given Board permission to realign the berm and to construct a driveway around the east of your building for the convenience of semis maneuvering to your northeast loading dock. This did not relax the provisions for parking.

3. Exterior lighting: See V. Architectural Review 2.

We did not receive a final copy of your site plan. Your security lighting should not light beyond your property. The east lights could probably be shielded at a reasonable cost.

4. Outdoor storage: See VI. Performance Standards (F).

This is regarding pallets and products to be shipped out.

5. Temporary electric box: This is near the northeast corner of the parcel. When will this be removed?

6. Manhole and valve to be raised: We are getting figures on this.

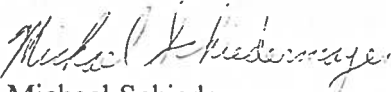
Other concerns raised by area residents in addition to those aforementioned:

1. Noise of production/noisy exhaust fans: When we were on site, I heard no evidence of excessive noise, however, late evening on a hot night during full production could prove to be noisier.
2. Runoff onto adjoining property: I saw no evidence of this.

Call me if you have questions regarding this.

Sincerely,

VILLAGE OF HORTONVILLE

✓ 
Michael Schiedermayer
Village Administrator

MS/lav

Enclosure

VILLAGE OF HORTONVILLE

118 North Mill Street • P.O. Box 268

Hortonville, WI 54944-0268

(414) 779-6011

June 3, 1996

Dear Property Owner:

The Village Trustees will be discussing the industrial park covenants at the Thursday, June 6, 1996 Committee of the Whole meeting. The meeting will begin at 6:00 P.M. at the Village Hall, 111 S. Nash St.

Approximately one half hour will be set aside to hear concerns from the residents in the immediate vicinity of Tom-Cin Metals and from the owner of Tom-Cin Metals.

If you have concerns regarding this issue which you would like to express or hear discussed, you are invited to attend this meeting.

Sincerely,

VILLAGE OF HORTONVILLE

✓ *Michael Schiedermayer*
Michael Schiedermayer
Village Administrator

MS/lav

0078 James Moeller (male)
W13300 City Trk TT

0079 Richard Gruenewald
216 S. Spruce

0080 Anthony Goika
217 S. Spruce

0804 Al Eoots
305 S. Spruce

0805 Viki Kettner
309 S. Spruce

0806 Robert Sater
313 S. Spruce

0807 Dean Domingo
311 S. Spruce

0808 Lue Thor
321 S. Spruce

VILLAGE OF HORTONVILLE

118 North Mill Street • P.O. Box 268

Hortonville, WI 54944-0268

(414) 779-6011

September 25, 1996

Tom Olk
Tom-Cin Metals Inc.
320 Industrial Park Ave.
Hortonville, WI 54944

Dear Tom:

During the Regular Board Meeting on Thursday, September 19, 1996, the Village Board discussed the Industrial Park Protective Covenants. The reason for the discussion was because the Board has been made aware of some violations of the covenants.

The following are violations which shall be cured within 30 days:

V. ARCHITECTURAL REVIEW

2. Exterior lighting shall be shielded so that light does not go beyond your property. This was approved at a recent meeting which you were in attendance and at which you had agreed to.

VI. PERFORMANCE STANDARDS

(F) Outdoor Storage and Display: Outdoor storage of any kind shall be visually screened from all streets and adjoining neighbors.

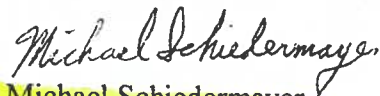
One other concern, which will not be a violation until late March, 1997, is landscaping. When you made your offer to purchase and presented your initial plan, you explained to the Board that you would landscape along the berm by planting 2 to 3 six foot spruce trees, then a gap of 20 feet, with this sequence continually repeated. Please take measures to ensure your landscaping is completed on time.

Call me if you have questions regarding this notice.

By the Board.

Sincerely,

VILLAGE OF HORTONVILLE



Michael Schiedermayer
Village Administrator

MS/lav

Enclosures

for the smooth transition between office and light manufacturing building space requirements.

The design of any accessory buildings shall be consistent with the design and materials proposed for the principal building(s).

V. ARCHITECTURAL REVIEW

Prior to initiating construction on any parcel in the Park, the owner shall submit plans and specifications for approval by the Village of Hortonville Economic Development Corporation. The plans and specifications must include the following elements:

1. Building plans and elevations.
2. A complete site plan depicting all setbacks, parking lots, loading docks, signs, refuse collection systems, general landscaping and circulation patterns, and all exterior lighting proposed for the site.
3. A landscaping plan accurately depicting the location, number, and type of plantings and/or berms proposed for the site.

Plans shall be evaluated considering the provisions of these covenants as well as the general welfare of the Business Park occupants and surrounding property owners.

VI. PERFORMANCE STANDARDS

The following minimum standards shall apply to all developments proposed within the Park:

(A) Setbacks

Front:	40 feet	*	Setback areas shall be landscaped except for drive-ways. No parking is allowed in setback areas.
Side:	20 feet	*	
Rear:	25 feet	*	

Minimum Lot Size	*	1/2 acre
------------------	---	----------

(B) Parking

There shall be no on street parking. Adequate off street parking shall be provided by the owner of each site:

- (1) All employee parking will take place in the side or rear of lots. Customer/visitor parking may be permitted in front, up to a maximum of six (6) spaces, but not closer than twenty-five (25) feet

5. Flashing and rotating signs are expressly prohibited.
6. Signs shall be restricted to advertising only the person, firm, or company operating the use conducted on the site or the products produced or sold therein.

(E) Landscaping

The following landscaping requirements shall be adhered to for all developments within the park.

1. All developed areas of any lot not used for building, parking, driveways, or storage, shall be landscaped with trees, shrubs, berms and planted ground covers. Areas of the site held or designated for expansion shall be planted with grass and maintained as specified herein. The Planning Commission shall determine the area of the site acceptable for expansion.
2. All landscaping shall be installed within 15 months of the commencement of business operations. *Dec. 95 - Mar. 97*
3. No land shall be developed and no use permitted that results in increased storm water run-off from any parcel and flooding or erosion on adjacent properties. Such run-off shall be properly channeled into a storm drain, water course, ponding area or other public facility.
4. All utilities shall be underground where feasible.

(F) Outdoor Storage and Display

No outside storage of any kind shall be permitted unless such storage material is visually screened from all streets and adjoining neighbors with a suitable fence at least six (6) feet in height. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to the rear two-thirds (2/3) of the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the building. Fences, walls or hedges may not extend forward of building setback lines.

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

WGB PROPERTIES
N1670 PRAIRIE VIEW DR
GREENVILLE, WI 54942

COPY

To the owners of WGB Properties,

It has come to our attention that your Property Located at (210 Industrial Park Ave) is not in compliance with the Covenants that were established when the Village created the Industrial Park. Enclosed in this correspondence is a copy of the covenants, with the primary concern highlighted below:

Development Covenants VI. PERFORMANCE STANDARDS Subsection (B) Parking

- There shall be no on street parking. Adequate off street parking shall be provided by the owner of each site:
 1. All employee parking will take place in the side or rear of lots. Customer/visitor parking may be permitted in front, up to a maximum of six (6) spaces, but not closer than twenty-five (25) feet from the property line.

All parking lots, walks and loading zones shall be permanently surfaced with either asphalt or concrete. At least three (3) percent of the total parking lot area shall be landscaped as specified in these Covenants. Corner lots may be exempted from some setback requirements provided that loading and maneuvering areas are screened from public view by careful building orientation and landscaping. All paving must be completed within 15 months.

If you encounter challenges addressing these matters, please contact me to discuss the possibility of applying for a variance of these covenants, as outlined below:

Development Covenants XI. Variances

- The Village of Hortonville reserves the right to grant variances to any or all of these restrictions as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of these restrictions will result in practical difficulty or unnecessary hardship or if in the judgment of the Board the development or lack of development of the Business Park makes such course of action necessary or advisable. A variance shall be granted by a duly adopted Resolution of the Village Board after recommendation and report by the Commission to the Board

Feel free to reach out if you have any questions or concerns. You can contact me on my Village phone at 920-538-6709.

Nathan Treadwell
Village Administrator

February 18, 2024

Nathan Treadwell

Hortonville Village Administrator

Dear Mr Treadwell,

My wife and I own the commercial building and property at 210 Industrial Park Avenue in Hortonville and recently received a letter from the Village of Hortonville regarding a covenant violation, specifically a lack of asphalt parking lot at our property.

At the time of purchasing this property in 2009 we were unaware of this covenant and we were never informed of it by anyone in Hortonville administration through the entire permitting and building process. The recent letter is the first time in 15 years we have received any communication from Hortonville regarding this. The building was completed in 2011 and it would have been much cheaper at that time to lay asphalt but we were never aware we were supposed to. At this point hard surfacing the property would be a large financial burden for us. We own it by ourselves and don't have any partners to share the exorbitant cost. Additionally, the parking surface is crushed asphalt which produces almost no dust and is properly maintained and graded. No one surrounding us, neither commercial or residential neighbors, have ever raised any concerns to us regarding dust or the appearance of the parking lot. At this time, the property is primarily used only six months of the year. The type of equipment kept outside would be very damaging to an asphalt surface and I would also be concerned about water runoff as it would not be absorbed into the ground any longer. I already have a large amount of water runoff from the property to the south of me.

We are asking for a variance to the asphalt covenant for the property at 210 Industrial Park Avenue in Hortonville. Any questions please call Gary at (920)585-1990.

Thank you,

Gary Bekx
Wendy Bekx

Gary and Wendy Bekx, WGB Properties

Greenville WI

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099

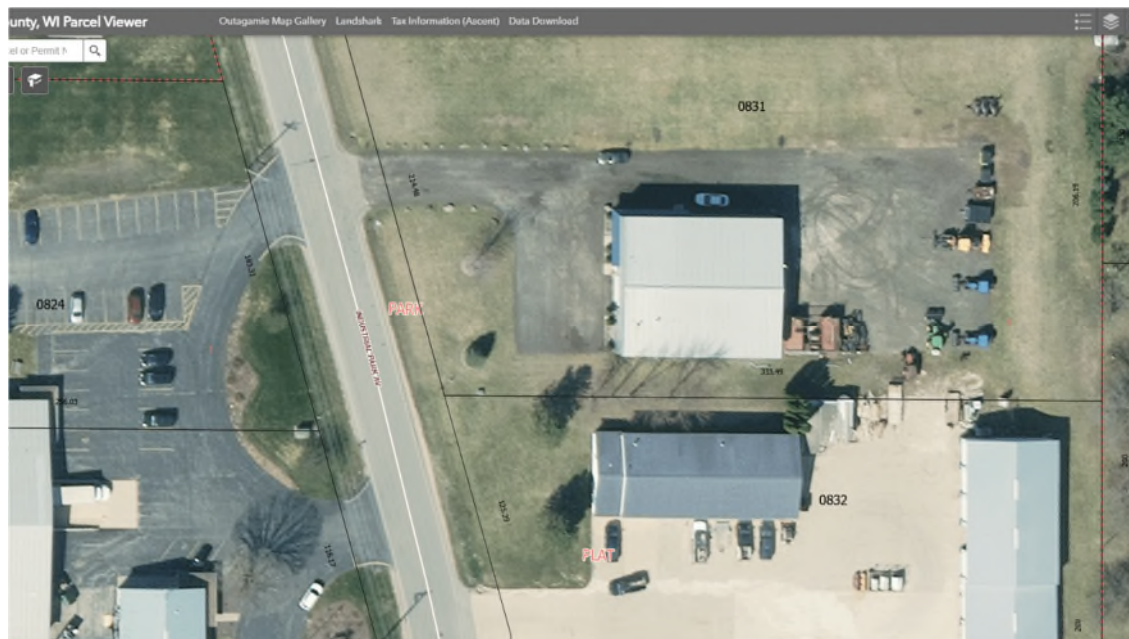


Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

Industrial Park Variance Request Memo:

- o **WGB Properties** – In 2010 the building plans were reviewed and approved by the board. The pictures below are what the area looks like today. I have attached to this memo a copy of the minutes from the planning and zoning meeting, and the original plans that were approved at that meeting.



**VILLAGE OF HORTONVILLE
PLANNING & ZONING COMMISSION
OCTOBER 12, 2010 MEETING MINUTES
APPROVED NOVEMBER 9, 2010**

President Roger Retzlaff called the meeting to order at 6:30 p.m. in the lower level of the Community Hall at 312 W. Main St., Hortonville, Wisconsin.

Members present: Joan Dockter, Edward Heyes, Kenneth Gassner, Richard Gruenewald, and Warren Mueller. Mark Olk entered the meeting at 6:41 p.m.

Members absent: Lloyd Ziegler was excused

Officials/Staff present: Clerk-Treasurer Lynne Mischker, Attorney Robert Sorenson, and Engineer Ron Wolf.

Approval of September 14, 2010 Meeting Minutes

MOTION: (Heyes, Gruenewald) to approve. **Voice vote (6-0), carried.**

Building Plan Review for Greenville Tractor Equipment Repair, 210 Industrial Park Ave.

Tim Krause and owner Gary Beks reported that the proposed 5,600 sq. ft. grey metal building will house a repair facility. There will be little waste oil or fuel storage on site.

Clerk-Treasurer Mischker reported that the plans are in compliance with the Business/Industrial Park covenants.

Engineer Wolf stated that there are no drainage or run-off problems on the plans.

When asked about tractors being parked outdoors Beks replied that there would occasionally be a tractor outside waiting for pick up by the owner.

MOTION: (Heyes, Gassner) to recommend approval of the plans to the Village Board.

Voice vote (6-0), carried.

Building Plan Review for Piping Systems Inc., 719 Industrial Park Ave.

Clerk-Treasurer Mischker reported that the proposed 50' by 100' storage building will be constructed within the currently fenced area of the property. The building would house customers' projects.

MOTION: (Dockter, Heyes) to recommend approval of the plans to the Village Board.

Voice vote (6-0), carried.

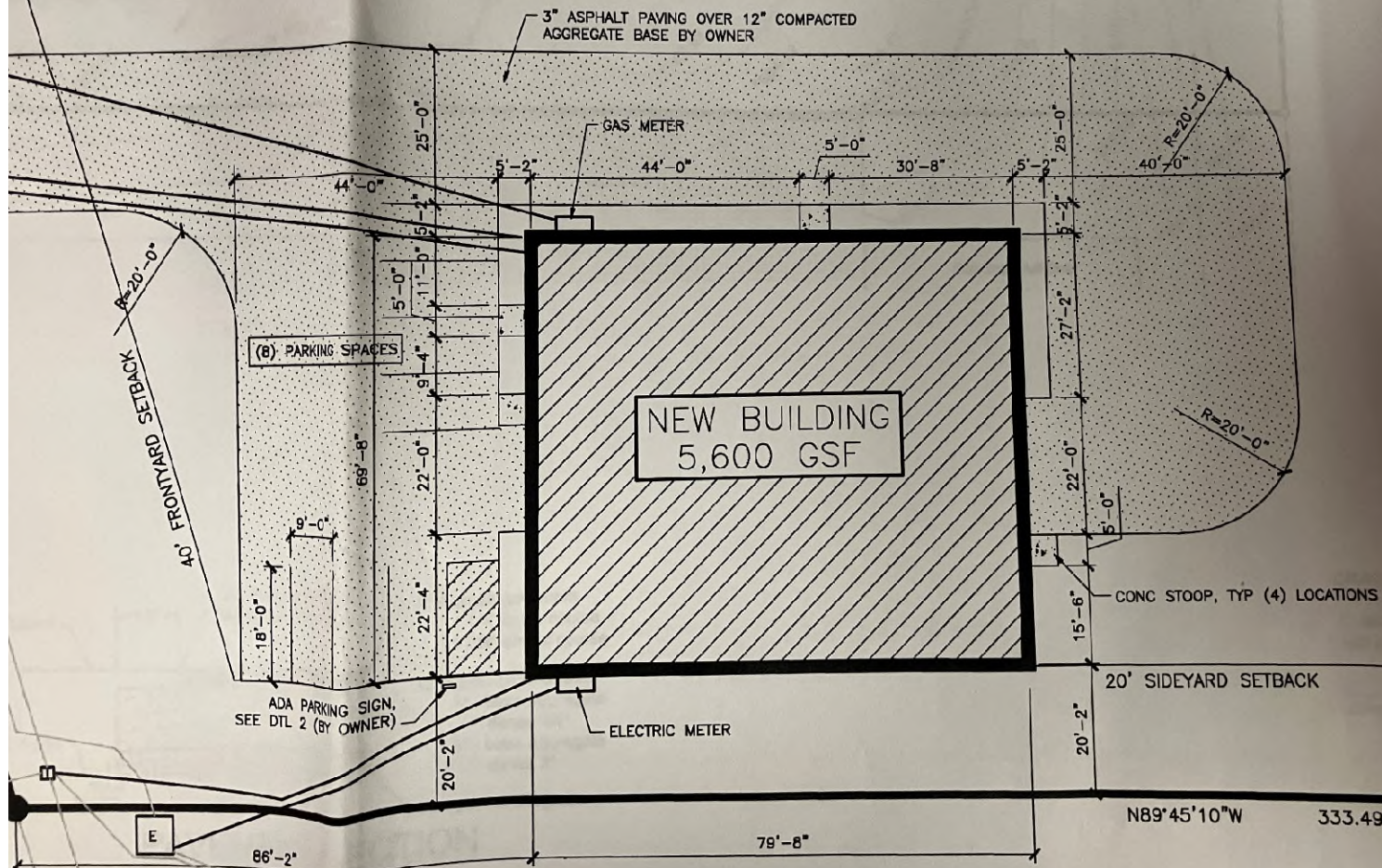
Adjourn

MOTION: (Gassner, Olk) to adjourn. **Voice vote (7-0), carried.** The meeting adjourned at 6:43 p.m.

Submitted by,

Lynne Mischker
Clerk-Treasurer

- GROUND-MTD SIGNAGE
BY OWNER



PROTECTIVE COVENANTS
HORTONVILLE BUSINESS PARK

I. INTENT

The Hortonville Business Park is located west of Spruce Street between Highway 45 and County Trunk TT. The intent of these Covenants is to establish a general plan for the improvement and development of the property in the business park. It is further intended to provide for the enhancement of property values, provide for aesthetically pleasing development and the financial success of the Park.

II. PERMITTED USES

No parcel in the Hortonville Business Park may be built upon, altered, or occupied for any purpose or use unless said purpose or use has been approved by the Hortonville Economic Development Corporation. The kinds of uses deemed appropriate include general business and office uses, manufacturing, distribution and limited retail operations.

III. PROHIBITED USES

No operation, process, manufacturing, or building use that creates or produces excessive noise, light, odor, smoke, vibration, heat, industrial waste or any other excessive measurable external nuisance shall be permitted in the Hortonville Business Park.

The following uses are specifically prohibited:

- junk/salvage yards
- explosive/hazardous materials manufacture or storage
- abattoirs
- smelting operations
- tannery
- fertilizer manufacture
- fat rendering

IV. CONSTRUCTION MATERIALS

All buildings constructed within the Hortonville Business Park shall provide for attractive profiles. Exterior walls may be constructed of wood, brick, architectural concrete masonry units, stone, architectural concrete and precast concrete, glass, enameled or anodized metal. Materials shall be combined with design and color consistent with the harmonious development of the site.

The stark underdesigned warehouse look shall be eliminated through the use of sidewall and facade materials, e.g., masonry, metal, wood, concrete and glass, with attractive profiles, textures, and colors. All designs shall provide

for the smooth transition between office and light manufacturing building space requirements.

The design of any accessory buildings shall be consistent with the design and materials proposed for the principal building(s).

V. ARCHITECTURAL REVIEW

Prior to initiating construction on any parcel in the Park, the owner shall submit plans and specifications for approval by the Village of Hortonville Economic Development Corporation. The plans and specifications must include the following elements:

1. Building plans and elevations.
2. A complete site plan depicting all setbacks, parking lots, loading docks, signs, refuse collection systems, general landscaping and circulation patterns, and all exterior lighting proposed for the site.
3. A landscaping plan accurately depicting the location, number, and type of plantings and/or berms proposed for the site.

Plans shall be evaluated considering the provisions of these covenants as well as the general welfare of the Business Park occupants and surrounding property owners.

VI. PERFORMANCE STANDARDS

The following minimum standards shall apply to all developments proposed within the Park:

(A) Setbacks

Front:	40 feet	*	Setback areas shall be landscaped except for drive-ways. No parking is allowed in setback areas.
Side:	20 feet	*	
Rear:	25 feet	*	

Minimum Lot Size	*	1/2 acre
------------------	---	----------

(B) Parking

There shall be no on street parking. Adequate off street parking shall be provided by the owner of each site:

- (1) All employee parking will take place in the side or rear of lots. Customer/visitor parking may be permitted in front, up to a maximum of six (6) spaces, but not closer than twenty-five (25) feet

from the property line.

All parking lots, walks and loading zones shall be permanently surfaced with either asphalt or concrete. At least three (3) percent of the total parking lot area shall be landscaped as specified in these Covenants. Corner lots may be exempted from some setback requirements provided that loading and maneuvering areas are screened from public view by careful building orientation and landscaping. All paving must be completed within 15 months.

(C) Off-Street Loading

Loading docks positioned at the front of any building shall be setback at least seventy (70) feet. Maneuvering areas shall not encroach into the front, side, or rear yard setback areas as specified in Section VI (A) of these Covenants.

(D) Signs

All signs shall be constructed in accordance with the following requirements:

1. All identity signage not attached to the building shall be setback a minimum of fifteen (15) ft. from the property line. Signs shall be incorporated into the landscape plan. Maximum size overall shall not exceed five (5) ft. in height or forty (40) sq. ft. in area.
2. All identity signage attached to the building shall be incorporated into the building architecture and shall be presented for approval with the architectural plans. Signs may not exceed ten (10) percent of the square feet contained in the wall to which they are affixed. In addition, signs may not extend above the roof parapet line or project more than eighteen (18) inches from the face of the building.
3. Traffic control and directional signage within individual lot developments shall be consistent with the identity signage and submitted for approval with the landscape design.
4. Traffic control and directional signage within public rights-of-way shall be of the standard type used by the Village and shall be placed by the Village personnel.

5. Flashing and rotating signs are expressly prohibited.
6. Signs shall be restricted to advertising only the person, firm, or company operating the use conducted on the site or the products produced or sold therein.

(E) Landscaping

The following landscaping requirements shall be adhered to for all developments within the park.

1. All developed areas of any lot not used for building, parking, driveways, or storage, shall be landscaped with trees, shrubs, berms and planted ground covers. Areas of the site held or designated for expansion shall be planted with grass and maintained as specified herein. The Planning Commission shall determine the area of the site acceptable for expansion.
2. All landscaping shall be installed within 15 months of the commencement of business operations.
3. No land shall be developed and no use permitted that results in increased storm water run-off from any parcel and flooding or erosion on adjacent properties. Such run-off shall be properly channeled into a storm drain, water course, ponding area or other public facility.
4. All utilities shall be underground where feasible.

(F) Outdoor Storage and Display

No outside storage of any kind shall be permitted unless such storage material is visually screened from all streets and adjoining neighbors with a suitable fence at least six (6) feet in height. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to the rear two-thirds (2/3) of the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the building. Fences, walls or hedges may not extend forward of building setback lines.

VII. CONSTRUCTION

Only such excavation and drilling as are necessary for construction will be allowed. Owner shall plan to minimize erosion, dust, noise, odors, vibrations or other nuisances, which in any way might adversely affect the operation of other park occupants. Owner must comply with Chapter 15, (Construction Site Erosion Control) of the municipal code during all construction activities.

VIII. REPURCHASE OF VACANT LAND/RECAPTURE OF LAND

A. Vacant Land

In the event any purchaser of land in the Business Park elects to sell any portion which is not being used in connection with the business or industry of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by the purchaser, the same shall be offered for sale, in writing, to the Village at the same price per acre paid for such land by the purchaser, together with the costs of any improvements thereon paid for by the purchaser and any special assessment paid by the purchaser relating to such land, less the cost of unpaid real estate taxes, less the pro-ration of current real estate taxes, and less any liens and encumbrances on the property. It is intended that this shall apply only to the resale of vacant land. Any division of parcel shall comply with minimum parcel size requirements of Section VI. The Village shall have ninety (90) days from the date of receipt of such offer to accept or reject it, unless an extension of time may be agreed upon in writing. Acceptance or rejection of such offer shall be by Resolution adopted by the Village Board.

In the event of acceptance of such offer by the Village, conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the purchaser. If the Village fails to act on such offer of sale within ninety (90) days from receipt thereof or rejects the offer, the purchaser may then sell the land to any third party and the Village shall have no further interest or right therein, except that the use of the land by any subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions and regulations of the Village and the Business Park Restrict Covenants relating to the use of the land at the time of sale.

B. Recapture of Land

If a purchaser of land in the Business Park has not or cannot start construction and improvements on the land purchased within eighteen (18) months of the date of

payment of the purchase price or has not completed construction within thirty (30) months, the Village of Hortonville shall have the right to repurchase the property from the purchaser at the original purchase price without interest less the estimated cost of restoring the property to the condition which it was in at time of purchase; however the Village may at its option accept the parcel and the improvements thereon in which case restoration shall not be required. Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the Village and the purchaser and adopted by Resolution of the Hortonville Village Board.

If the Village reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the Village by Warranty Deed, free and clear of all liens and encumbrances created by act of default of the purchaser. The Deed shall be delivered to the Village upon payment of the amounts set forth herein.

If the Village reclaims the land through non-performance by the purchaser, the Village may sell the land to any party and the subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions and regulations of the Village and the Business Park Protective covenants relating to the use of the land at the time of the sale.

The provisions of this Section (Section VIII) may be amended or modified only by a majority vote of the Hortonville Village Board and such amendment shall not require the approval or action of the other property owners within the Business Park as set forth in Section IX of these Protective Covenants.

IX. ENFORCEMENT

Each parcel in the Business Park shall be conveyed subject to these Protective Covenants, all of which are to run with the land and shall be binding on all purchasers, their successors, assigns, and any persons claiming under them for a period of ten (10) years from the recording of the Protective Covenants, after which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument is recorded containing the signatures of the owners of a majority of the land in the Business Park (based upon the amount of square footage owned as compared to the total square footage in the Business Park), and also containing the approval of the Hortonville Village Board as evidenced by a Resolution duly adopted by the Village Board, which instrument and Resolution shall agree to change, modify, or amend the Protective Covenants in whole or in part.

If two or more persons own one parcel, any one of such persons may cast a vote for that parcel and such vote shall be deemed to have been cast on behalf of all other owners and with their consent. However, if two or more owners of a single parcel cannot agree among themselves, such parcels shall not be counted in the voting. The unsold lands retained by the Village shall be included in the voting.

The Protective Covenants of the Business Park, with the exception of the provisions of Section VIII, may be modified and amended by the recording of an instrument to said effect duly signed by a majority of the then owners of a majority of the lands in the Business Park and also containing the approval of the Hortonville Village Board, as evidenced by a Resolution fully adopted by the Village Board. The majority of the property owners shall be determined as set forth in this section. The Village shall have the right at any time, however, to amend and modify these Covenants as applied to any lands in the Business Park owned by the Village by the recording of an instrument to said effect containing the approval of the Village Board as evidenced by a Resolution adopted by the Village Board.

X. BINDING EFFECTS

All restrictions and covenants contained herein are imposed for the benefit of lands within the Business Park, and are made for the benefit of the Village and of any and all persons who may hereafter own an interest in any lands within the Business Park. All such persons in interest, including the Village of Hortonville, are specifically given the right to enforce these covenants, restrictions and conditions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

If the owner violates any of the provisions contained in these covenants and fails to cure such default within thirty (30) days after receipt of written notice thereof from the Village, the Village shall have the right, privilege and license to enter upon the premises and take such action as is necessary to cure such violation and all reasonable cost incurred by the Village shall be reimbursed to the Village by the violator.

No failure to object to a violation of these Covenants, or to take action to enforce any covenants or conditions shall be deemed a waiver of any right to fully enforce the same thereafter.

If any covenant, condition or restriction set forth herein, or any portion thereof, is determined to be invalid or void because unlawful, such invalidity shall in no way affect any other covenant, condition or restriction herein provided.

XI. VARIANCES

J 11445 1 10

The Village of Hortonville reserves the right to grant variances to any or all of these restrictions as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of these restrictions will result in practical difficulty or unnecessary hardship or if in the judgment of the Board the development or lack of development of the Business Park makes such course of action necessary or advisable. A variance shall be granted by a duly adopted Resolution of the Village Board after recommendation and report by the Commission to the Board.

XII. OTHER APPLICABLE ZONING ORDINANCES

These Covenants shall not supersede compliance with all other applicable Federal, State and local codes and ordinances, provided, however, that where these Covenants directly conflict with the Hortonville Municipal Code of Zoning Ordinance, the Covenants set forth herein shall apply.

Approved by the Village Board, Dated this 20 day of June, 1991.

Alfred Handrich
Alfred Handrich, President

Joan Dockter
Joan Dockter, Clerk

Authenticated this 5th day of AUGUST, 1991.

Kelland W. Lathrop
Kelland W. Lathrop: Member State Bar of
Wisconsin

ATTEST
Joan Dockter
Joan Dockter, Clerk

KELLAND W. LATHROP

This Instrument Drafted By
Kelland W. Lathrop
Attorney at Law

DECLARATION OF
HORTONVILLE BUSINESS AND INDUSTRIAL PARK
PHASE II DEVELOPMENT
COVENANTS & GUIDELINES

HORTONVILLE, WISCONSIN

This Declaration is made on this 5th day of December, 2002, by the Village of HORTONVILLE, Wisconsin, a municipal corporation.

WITNESSETH:

WHEREAS, the Village of Hortonville, Wisconsin, is the owner of all of the real property described in Exhibit "A" attached hereto, known as Hortonville Business and Industrial Park Phase II in the Village of Hortonville, Wisconsin; and

WHEREAS, it is the goal of the Village of Hortonville, Wisconsin, to establish a harmonious development of the Hortonville Business and Industrial Park Phase II which will promote industrial development within the Village of Hortonville for the benefit of its residents; and,

WHEREAS, to achieve the foregoing goals, the Village of Hortonville intends for the Hortonville Business and Industrial Park Phase II to be improved with buildings and industries which will promote and enhance the economy of the Village of Hortonville and Outagamie County; and,

WHEREAS, this Declaration is established to impose various covenants and restrictions upon the Property for the purpose of promoting the stated goals; and

NOW THEREFORE, the Village of Hortonville, Wisconsin hereby declares that the property described in Exhibit "A" attached hereto will be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth herein, all of which are for the purpose of protecting the desirability of the Hortonville Business and Industrial Park Phase II, and will run with the Property and be binding upon all persons, having any right, title or interest therein, or in any part thereof, and their respective heirs, successors and assigns; and which will in turn benefit the Village of Hortonville, Wisconsin.

ARTICLE I: DEFINITIONS:

Unless the context otherwise specifies or requires, each term defined in this Article I shall, for all purposes of this Declaration, have the meaning herein respectively specified.

- A. **COVENANTS:** The term "Covenants" shall mean the restrictive covenants set forth in this Declaration, as it may be from time to time amended or supplemented.
- B. **DECLARATION:** The term "Declaration" shall mean this Declaration of Restrictive Covenants for BUSINESS AND INDUSTRIAL PARK, Hortonville, Wisconsin.

- C. DEVELOPED SITE: The term "Developed Site" shall mean a site upon which permanent buildings necessary for the actual operation of an industrial or commercial enterprise have been completed.
- D. BUSINESS AND INDUSTRIAL PARK: The term "Business and Industrial Park" shall mean the real property known as Hortonville Business and Industrial Park Phase II described on Exhibit "A" attached hereto.
- E. IMPROVEMENTS: The term "Improvements" shall mean buildings, outbuildings, underground installations, slope alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.
- F. LESSEE: The term "Lessee" shall mean the owner of a leasehold interest in a part or all of the Business and Industrial Park.
- G. LICENSEE: The term "Licensee" shall mean any person or entity having any right or rights in respect to a part of the Business and Industrial Park pursuant to an agreement or covenant duly granted by the Property Owner of such part of the Business and Industrial Park.
- H. OWNER: The term "Owner" shall mean the recorded legal or beneficial Owner, whether one or more persons, or title holder to any building site located in any part of the Business and Industrial Park.
- I. SITE: The term "Site" shall mean all contiguous land in the Business and Industrial Park under one common ownership which has been, will or can ultimately be developed by an owner, with a building or buildings and appurtenant structures.
- J. OUTLOTS: The Village will retain ownership of Outlot 1 on the western side of the Business and Industrial Park. The Village may develop this land in the manner the Village deems reasonable.

ARTICLE II: DECLARATION OF RESTRICTIVE COVENANTS:

The Village of Hortonville, Wisconsin, owner of all land within the Business and Industrial Park more particularly described in Exhibit "A" attached hereto and made a part thereof, hereby declares that the Business and Industrial Park, and every part thereof now owned or hereafter acquired, is and will be owned (legally and beneficially); leased, or otherwise occupied; conveyed; encumbered or otherwise transferred; developed; improved; built upon or otherwise used are subject to all provisions of this Declaration. All of these covenants shall run with the land and every part thereof for all purposes, and shall be binding upon and inure to the benefit of the Village of Hortonville, and all owners, Lessees and Licensees, and their successors in interest as set forth in this Declaration. These covenants shall encumber the entire Business and Industrial Park whether or not contained in any conveyance of property within said park, and they shall

not be extinguished as to any property therein by foreclosure, execution, sale, or tax sale.

ARTICLE III: GENERAL RESTRICTIONS

A. **BUILDING SETBACKS:** The following yard or building setback requirements shall apply to all parcels that are located within the property.

1. All buildings shall have a front setback minimum of forty (40) feet from parcel lines abutting any public street.
2. All buildings shall have a side yard setback minimum of twenty (20) feet from any parcel line shared in common with another parcel owner within the Property and which joins a parcel line abutting a public street ("Side Yard Line").
3. All buildings that are located on parcels that abut the western property line of the Business and Industrial Park shall have a sixty-five (65) foot rear yard setback minimum. The set-back shall include the fifty (50) foot wide Village owned Outlot 1 and a fifteen (15) foot setback from said Outlot 1. No building or improvements shall be constructed on Outlot 1 except as authorized by the Village.
4. All buildings that are located on parcels that abut the eastern property line of the industrial park shall have a forty (40) foot rear yard setback minimum. The setback shall include the fifteen (15) foot wide landscape, drainage and utility easement. No building or improvements shall be constructed on said fifteen (15) foot wide landscape, drainage and utility easement except as authorized by the Village.

B. **MINIMUM CONSTRUCTION COST:** The minimum construction cost for principal structures shall be \$125,000 per acre exclusive of site, utility, and landscaping cost. This value shall be reviewed and revised at least every three (3) years by the Village which shall reference current building costs as provided by the Fox Cities Chamber of Commerce Inc.

C. **BUILDING MATERIALS:** The exterior walls of each building shall be constructed of durable, permanent architectural materials that are compatible with park-like standards. The front façade and street side facades shall incorporate brick, stone, architectural block, architectural concrete panels, architectural metal, architectural wood and/or glass into their design. Front façade materials shall be continued for not less than twenty (20) feet on each side from the front surface. Unfaced concrete block, structural concrete and the like shall not be permitted without prior written approval of the Village. Pole buildings or similar structures will be discouraged in order to maximize the aesthetics of the Business and Industrial Park.

Except as otherwise provided herein, the sides and rear of all buildings shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Village. Buildings must be kept in good repair and appearance at all times. Buildings must be of approved construction in conformity with all applicable building codes. Buildings shall not exceed thirty-five (35) feet in height except upon written approval of the Village.

- D. BUILDING ROOFS: Building roofs shall be earth-tone color.
- E. BUILDING ELEVATIONS: All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing and overall design concept of the building.
- F. BUILDING LOCATION: All buildings shall be sited on the lot to present their most desirable face to the street and, where possible, should be related to buildings on adjoining lots.
- G. HVAC UNITS AND MISCELLANEOUS EQUIPMENT: Cooling towers, rooftop and ground mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view.
- H. PARKING: All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. Property owners shall provide parking as required by the Village Zoning Ordinance. Parking areas shall be located at least twenty (20) feet from each parcel line abutting a public street and ten (10) feet from any other parcel line. All parking areas and driveways shall be hard surface paved, dust-free and properly marked. All paving must be completed within fifteen (15) months of building completion.
- I. LANDSCAPING: All unimproved areas shall be landscaped with a combination of deciduous canopy trees, shrubbery and ground cover. At least one tree at least six (6) feet in height for each seventy-five (75) feet of street frontage shall be planted in the setback area. Outlot 1 shall be a minimum of fifty (50) feet wide and planted with plant materials at least six (6) feet in height of such variety and growth habits as to provide a year-round, effective screen. Outlot 1 shall be owned and maintained by the Village of Hortonville. All off-street parking areas that serve twenty (20) vehicles or more shall be provided with landscape areas totaling not less than five (5) percent of the surfaced area.

All landscaping shall be completed within ninety (90) days of issuance of a certificate of occupancy or final inspection allowing occupation and use of such property by the Village. In the event this is not feasible, landscaping shall commence at the next growing season.

All grass, trees and shrubbery shall be kept in good appearance at all times. If the grass is not cut, or trees and shrubbery not properly maintained, the Village may serve notice, and if not complied with within ten (10) calendar days, the Village is hereby granted and shall have the right, privilege and license to enter upon the affected property and make any and all corrections or improvements in landscaping and maintenance at the expense of the Owner, Lessee or Licensee.

J. SIGNS:

- a. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs identifying the name, business and products of the person or firm occupying the premises, and those directing visitors and offering the premises for sale or lease. Signs shall be incorporated into the landscape plan. Maximum overall size shall not exceed five (5) feet in height or fifty (50) square feet in area for one side. The Village shall approve the style of all permitted signs.
- b. Sign locations shall be governed by the setback requirements unless written permission is given by the Planning & Zoning Commission for a non-conforming location.
- c. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as specifically approved by the Village.

K. TEMPORARY BUILDINGS: No building or structure of a temporary character shall be used on any lot at any time except for a construction trailer during the period of construction.

L. FENCING: Fences shall require prior written consent of the Village. Screening of service, storage or rubbish areas may be required by the Village.

M. STORAGE AND LOADING AREAS:

- a. No loading doors or docks shall be constructed facing on any public street or highway; provided, however, this restriction may be modified or waived in writing by the Village of Hortonville where appropriate.
- b. Outdoor storage yards for materials, supplies, merchandise or equipment may be required to be screened from public view behind a visual barrier for the purpose of screening same from view from neighboring property and public streets within the Business and Industrial Park.
- c. Outdoor storage areas and loading areas shall be hard surface paved and dust free.

- N. NUISANCES; POLLUTION: No Owner, Lessee or Licensee of property in the Business and Industrial Park shall create or allow to exist a nuisance, as defined by Wisconsin Statutes now in effect or as amended, on the property within the Business and Industrial Park. In addition no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any site and no odor(s) shall be permitted so as to render any site or portion thereof unsanitary, unsightly or offensive. In addition no use or operation shall be conducted in the Business and Industrial Park which is noxious, harmful to the public health, or unsightly or detrimental to others.
- O. PROPERTY USE: No parcel in the Hortonville Business and Industrial Park may be built upon, altered, or occupied for any purpose or use unless said purpose or use has been approved by the Planning & Zoning Commission and Village Board. The kinds of uses deemed appropriate include general business and office uses, manufacturing, distribution and limited retail operations.

No operation, process, manufacturing, or building use that creates or produces excessive noise, light, odor, smoke, vibration, heat, industrial waste or any other excessive measurable external nuisance shall be permitted in the Hortonville Business and Industrial Park.

The following uses are specifically prohibited:

- Junk/salvage yards
- Explosive/hazardous materials manufacture or storage
- Abattoirs
- Smelting operations
- Tannery
- Fertilizer manufacture
- Fat rendering

- P. PROPERTY MAINTENANCE: All real property in the Business and Industrial Park, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon, or unsightly condition of improvements thereon. No building or improvement in the Business and Industrial Park shall be permitted by its Owner, Lessee, or Licensee, to fall into disrepair, and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. If in the opinion of the Village, proper maintenance is not being undertaken, the Village may, at any time after thirty (30) days of written notification to the Owner, contract for the completion of such maintenance work. The Village shall have the right to bill the Owner or place a special charge on the property tax bill for such costs plus ten percent (10%) for administration.

- Q. DRAINAGE CONTROL: No land shall be developed and no use shall be permitted that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility. Infiltration on each property is encouraged. Alternatives other than gutter and downspout systems shall be considered relative to impacts on roadway and vehicle parking areas and integration with other lot-based and Business and Industrial Park storm water management systems, structures and objectives. The Planning Commission may, in its discretion, require on-site detention or sedimentation.

Improvements which direct storm water runoff to the detriment of other property owners are prohibited. Each owner shall take the necessary precautions to ensure that storm water drainage from the Owners' lot is not contaminated with motor vehicle fuels and lubricants, salt, or other chemical compounds that are detrimental to aquatic life.

- R. LIGHTING: Parcels abutting Outlot 1 and the fifteen (15) foot landscape, drainage and utility easement shall be required to use cutoff lighting fixtures.

ARTICLE IV: REGULATION OF IMPROVEMENTS:

- A. APPROVAL OF PLANS: No improvements shall be constructed, erected, placed, altered, maintained or permitted to remain in the Business and Industrial Park until final plans and specifications shall have been submitted to and approved by the Village of Hortonville. All proposals for development must be submitted and approved by the Planning & Zoning Commission and Village Board prior to submission for building permit issuance. Customary review of site plans by Village Staff for technical compliance shall be scheduled prior to review by the Planning & Zoning Commission. Work scheduling and estimated completion dates should be included with plans. Approvals under this section do not remove the obligation to obtain all other necessary construction permits that may be required by the Village or other agency. Submissions shall follow the Business and Industrial Park submission procedures and shall include the following:

- a. SITE PLAN
 - i. Building footprints and dimensions to property lines
 - ii. Building roof overhangs
 - iii. Configuration of parking and vehicular circulation areas
 - iv. Parking lot lighting locations
 - v. Truck access, loading area, trash enclosures
 - vi. Setback lines and easements
 - vii. Location of on-site transformers, gas meters, switchgear
 - viii. Adjacent roadways
 - ix. Parcel area, building floor area, coverage ratios, total parking, estimated employment at peak, anticipated shift schedules
 - x. Location of sanitary sewer, water main, and storm sewer facilities

- b. GRADING, DRAINAGE AND EROSION CONTROL PLAN
 - i. Proposed finish grades, slopes, building pad elevation
 - ii. Site drainage structures and runoff calculations
 - iii. Grades of existing streets and curbs

Drainage and erosions control submittals shall follow the standards prescribed by the Construction Site Erosion Control Ordinance, Chapter 15 of the Village of Hortonville Code of Ordinances.

- c. LANDSCAPE PLAN
 - i. Plant materials, spacing, and sizes
 - ii. Walkways and paved areas
 - iii. Other landscape features
- d. BUILDING ELEVATIONS
 - i. Wall and roof materials, textures, and colors
 - ii. Location of wall-mounted signs and lighting
 - iii. Roof and parapet heights above ground floor line
 - iv. Profile of roof-mounted equipment
 - v. Roof elevations above finished floor
- e. CONCEPTUAL GRAPHICS
 - i. Ground, wall mounted, and directional signs
 - ii. Locations, designs, materials, colors, textures, heights, area, and illumination

B. TIMING: The Village of Hortonville shall approve or disapprove plans, specifications and detail in writing, within thirty (30) days from the receipt thereof. If the Village fails either to post a letter of notification, either approving or disapproving final plans and specifications within the thirty (30) day period, it shall be conclusively presumed that the Village of Hortonville has disapproved said plans and specifications. One (1) set of said plans and specifications shall, with the approval or disapproval endorsed thereon, be returned to the person submitting them and the remaining set shall be retained by the Village for the Village's permanent files. Approval may be subject to specific conditions or modifications.

C. OBLIGATION TO FOLLOW PLANS: The approved plans/specifications shall be followed strictly. Any failure to comply with the plans shall constitute a breach of these covenants.

D. VARIANCES: The Village is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking a variance.

- E. LIABILITY: Neither the Village of Hortonville, nor the Village's assignees or successors as hereinafter provided, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner, Lessees or Licensee, or by any such Owners' architect, engineer or contractor, who submits such plan for approval.

ARTICLE V: DIVISION OF PROPERTY INTERESTS

- A. DIVISION OF PARCELS: All property divisions shall follow the established land division procedures. No parcel located within the Business and Industrial Park shall be further divided into parcels smaller than one and one-half (1-1/2) acres without prior written approval of the Village. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state and local laws, ordinances or regulations regarding the subdivision of lands.
- B. COOPERATION FOR EASEMENTS: All owners and occupants of parcels within the Business and Industrial Park shall cooperate with the Village and other owners and occupants of lots within the Business and Industrial Park in the planning and granting of all necessary and reasonable easements for gas, electric, telephone, sewer, water, drainage ditches, access roads, railway spurs, and loading tracks to the extent that such easements do not interfere with existing uses of the land or unduly restrict future intended uses. Nothing contained in this section shall be deemed to require the purchaser to grant any specific easement, nor grant easements or rights-of-way, without reasonable compensation.

ARTICLE VI: RECAPTURE OF LAND

- A. VILLAGE RIGHT OF FIRST REFUSAL AS TO VACANT LAND: In the event any owner of land in the Business and Industrial Park elects to sell any portion which is not being used in connection with the business or industry of the owner, or which the owner desires to sell separate and distinct from any sale of the business or industry being conducted by the owner, the same shall first be offered for sale, in writing, to the Village at the same price and on the same terms as the property may be sold by virtue of an acceptable bona fide offer to purchase received by the owner, or its legal representatives, successors, heirs or assigns. The Village shall exercise its right of first refusal within sixty (60) days of receiving written notice of the bona fide offer to purchase. In the event the Village shall not exercise its right of first refusal in a timely manner, the owner may then sell the property on the terms set forth in the offer to purchase which was noticed to the owner. In that event, the Village's right of first refusal shall then terminate as to that pending offer. However, the right of first refusal shall continue for each and every subsequent sale by an owner. It is intended that this right of first refusal shall apply only to the resale of vacant land. Any division of parcel shall comply with the minimum parcel size requirements required herein or by Village ordinance.

In the event of acceptance of such offer by the Village, conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the owner. Regardless of the Village's actions herein, the use of the land by any subsequent owner shall be subject to applicable zoning, ordinances, restrictions and regulations of the Village and the Business and Industrial Park Restrictive Covenants relating to the use of the land at the time of the sale.

- B. RECAPTURE OF LAND FOR FAILURE TO IMPROVE:** If a purchaser of land in the Business and Industrial Park has not or cannot start construction and improvements on the land purchased within eighteen (18) months of the date of payment of the purchase price, has not completed construction within thirty (30) months, or has failed to comply with the plans or specifications approved by the Village, the Village of Hortonville shall have the right to repurchase the property from the purchaser at the original purchase price without interest less the estimated cost of restoring the property to the condition which it was in at the time of purchase; however the Village may at its option accept the parcel and the improvements thereon in which case restoration shall not be required. Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the Village and the purchaser and adopted by Resolution of the Hortonville Village Board.

If the Village reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the Village by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the purchaser. The Deed shall be delivered to the Village upon payment of the amounts set forth herein.

If the Village reclaims the land through non-performance by the purchaser, the Village may sell the land to any party and the subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions, and regulations of the Village and the Business and Industrial Park Protective covenants relating to the use of the land at the time of the sale.

- C. AMENDMENT OR MODIFICATION:** The provisions of this Article (Article VI) may be amended or modified only by a majority vote of the Hortonville Village Board and such amendment shall not require the approval or action of the other property owners within the Business and Industrial Park as set forth in Article VII of these protective covenants.

ARTICLE VII: ENFORCEMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may be enforced by the Village of Hortonville as follows:

- A. COST OF CORRECTION/FINES:** If any Owner, Lessee, or Licensee in the Business and Industrial Park fails to conform to the provisions of this Declaration or the plans/specifications as approved by the Village, and such failure to conform continues for thirty (30) days after written notice from the

Village is delivered to such Owner, Lessee or Licensee, specifying such failure to conform, thence the Village may, without further notice, perform such acts and take such action directly upon the property of the non-conforming Owner, Lessee, or Licensee, and said Owner, Lessee or Licensee shall be responsible for, and upon written demand shall immediately pay to the Village all costs incurred by the Village in correcting and/or curing such failure to conform, and such costs shall bear interest at the maximum legal rate allowed by law from the date of correction and/or curing by the Village until paid. In addition, a fine of \$100.00 per day shall be assessed against the property for each day the failure to correct and/or cure is allowed to continue after notice as above set forth is given.

- B. INJUNCTIVE RELIEF: If any Owner, Lessee or Licensee, or their employees, agents, contractors or invitees shall violate or attempt to violate or permit to be violated any of the provisions thereof or the plans/specifications approved by the Village, the Village of Hortonville shall have the right to prosecute any proceeding in any court of competent jurisdiction, against such person or persons, violating or attempting to violate, or permitting to be violated, any such provision, to prevent and permanently enjoin such violation and to recover damages for such violation. The Village may without notice apply for and obtain a temporary injunction, if deemed necessary by the Village to prevent any violation hereof. All Owners, Lessees Licensees, Agents, Employees, Contractors, invitees and their heirs, successors or assigns consent to such proceedings being prosecuted in Courts in Outagamie County, Wisconsin. The foregoing enforcement remedy shall be in addition to and not in limitation of any legal or equitable remedy available to the Village under the laws of the State of Wisconsin. All costs including actual reasonable attorney's fee, incurred by the Village in any legal proceeding which results in a judgment order or decree in favor of the Village, shall be borne in full by the defendant in such proceeding. Failure by the Village of Hortonville, its successors or assigns, to enforce any restriction, covenant, condition or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as the same breach or as to any breach occurring prior or subsequent thereto.

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall, in no way affect any of the other provisions hereof which shall remain in full force and effect.

Notwithstanding any other provisions hereof, any Owner, Lessee or Licensee of land in the Business and Industrial Park shall have the right and standing to take legal action for the enforcement of the covenants in the event the Village of Hortonville fails to do so, provided the Village shall first have been given written notice of the intention to take such action together with a reasonable stated period of time in which the Village may commence enforcement of these covenants as to the matters set forth in the notice, which period shall be reasonable under the circumstances, and further provided that within said period the Village shall have failed to initiate such enforcement action.

- C. SPECIAL CHARGE: As a separate and distinct remedy for the breach of this agreement or covenants, the Village of Hortonville may place a special charge the property tax bill for which the Village incurs costs. See also Article III P.
- D. SEVERABILITY: If any provisions of this Declaration are held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.
- E. ORDINANCES: If the Village's Code of Ordinances and land use restrictions differ from those set forth in this Declaration, then compliance with the more restrictive provisions shall be required.
- F. AMENDMENTS: Initially, this Declaration or any covenant, condition or restriction contained herein, may be terminated or amended, as to the whole Property or any portion thereof, at the sole discretion of the Village. At such time as eighty percent (80%) of the total square footage of the Property, exclusive of areas dedicated for streets, parks, storm water management facilities or other public uses, has been conveyed to persons other than the Village, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of the Village and the owners of two-thirds (2/3) of the square footage of the non-dedicated portion of the Property not owned by the Village. At such time as the Village ceases to have any interest in the Property, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of the owners of two-thirds (2/3) of the square footage of the Property. Any written consent described in this section that terminates or amends this Declaration shall be in recordable form and shall take effect upon recordation.
- G. TERM: The benefits and burdens of the covenants, conditions and restrictions of this Declaration shall run with the land and shall bind and inure to the benefit of, any owner, tenant or occupant of any land subject to this Declaration, their successors or assigns. This Declaration shall continue in effect for a period of twenty (20) years from the date this Declaration is initially recorded. After the expiration of such twenty (20) year period, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided for above.
- H. GOVERNING LAW: This Declaration shall be governed by the laws of the State of Wisconsin.

ARTICLE VIII: LIENS AND NON-PAYMENT OF ASSESSMENTS

Each Owner of any property in the Business and Industrial Park, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Village of Hortonville all sums which may become due the Village from such Owner pursuant to the provisions of this Declaration. The assessment of any such sums as herein provided, including interest, cost, penalty and actual reasonable attorney's fees for the enforcement of the same, shall be a charge on, and shall be a continuing lien upon the

property against which such assessment is made. In the event same is not paid upon demand said assessment shall be placed on the tax roll as a special assessment against the property in question.

ARTICLE IX: NOTICES

Any written notice or demand required pursuant to these covenants shall be deemed to have been delivered to any Owner, Lessee or Licensee upon the depositing of the same in the United States mail, postage prepaid, directed to the address of the Owner, Lessee or Licensee shown on the last recorded instrument conveying title in and to such property in the Business and Industrial Park.

ARTICLE X: ADDITIONAL PROPERTY

The Village of Hortonville specifically reserves the right herein to add additional properties to the Business and Industrial Park, from time to time, which additional properties may be now owned or hereafter acquired by the Village. All additional properties added to the Business and Industrial Park shall be contiguous to the original Hortonville Business and Industrial Park as described in Exhibit A attached hereto. Upon compliance with all rules, ordinances and regulations of governmental authority relating to the platting and/or subdividing of land, and upon filing for recordation of the map, plat or survey of the additional properties as required, and with indication thereon that the additional properties are intended to be part of the Business and Industrial Park, the Village shall file or record a statement in the public records to the effect that the additional properties are to be encumbered by and are to be developed in accordance with these covenants, whereupon this Declaration of Restrictive Covenants shall extend to, and the additional property shall be subject to, all of the provisions of this Declaration; all as part of a general plan for the development, improvement, sale and use of the Business and Industrial Park. These covenants shall thereupon run with the additional properties and every part thereof for all purposes, and shall be binding upon and inure to the benefit of the Village and all Owners, Lessees and Licensees, and their successors in interest as set forth in this Declaration; all as if the additional properties had initially been part of the Business and Industrial Park. The additional property shall be included in determining the requirements for amendments pursuant to Article VII(F). The covenants shall thereupon, encumber the entire Business and Industrial Park together with the additional properties, whether or not contained in any conveyance of property with the Business and Industrial Park; and they shall not be extinguished as to any property by foreclosure, execution sale or tax sale.

IN WITNESS WHEREOF, the Village of Hortonville, Wisconsin has caused this
DECLARATION OF RESTRICTIVE COVENANTS to be adopted and executed by their
respective officers and officials, duly authorized the day and year first above written.

VILLAGE OF HORTONVILLE

By:

Roger Retzlaff, Village President

Lynne Mischker, Clerk-Treasurer

Approved as to form and content:

Robert E. Sorenson, Village Attorney



The Fluid Technology Experts.

P.O. Box 38 • Kimberly, WI 54136

Ph:(920)733-4425 • Fx:(920)733-0211

Web: www.craneengineering.net

INVOICE

CUST#: 89734

TERMS	INVOICE DATE	INVOICE #
Net 15	02/19/24	449853-00
P.O. DATE	P.O. NO.	PAGE
08/07/23	V-SEAN KUSKE	1
SHIPPED	VIA	CSR
01/17/24	UPS/BestWayP	drd
SHIP POINT	REP	
Crane (KIMB)	670	

DUPLICATE

SHIP TO: VILLAGE OF HORTONVILLE
521 W CEDAR STREET

HORTONVILLE, WI 54944

BILL TO: HORTONVILLE, VILLAGE OF
PO BOX 99
118 MILL STREET

HORTONVILLE, WI
54944

INSTRUCTIONS:

REFERENCE:
manual invoice

REMIT TO: PO Box 38, Kimberly WI 54136

LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	DISCOUNT	AMOUNT NET
1	SERVICE-BOM SERVICE MATERIALS Effluent VT Pump Repair Make: Fairbanks Morse - Disassembly & inspection - Provide inspection report - Replacement of the following: o Bronze bearings o Top shaft o Lineshaft o Bowl shaft o Lineshaft couplings o Column coupling - Sandblast & epoxy paint the following: o Discharge head o Columnso Suction bowls - Reassemble Does not include machining if found necessary during inspection Does not include removal or installation	1	0	1	EA		0.00	\$17832.00
Total								\$17832.00
Freight-Jobs								\$240.00
Invoice Total								\$18072.00

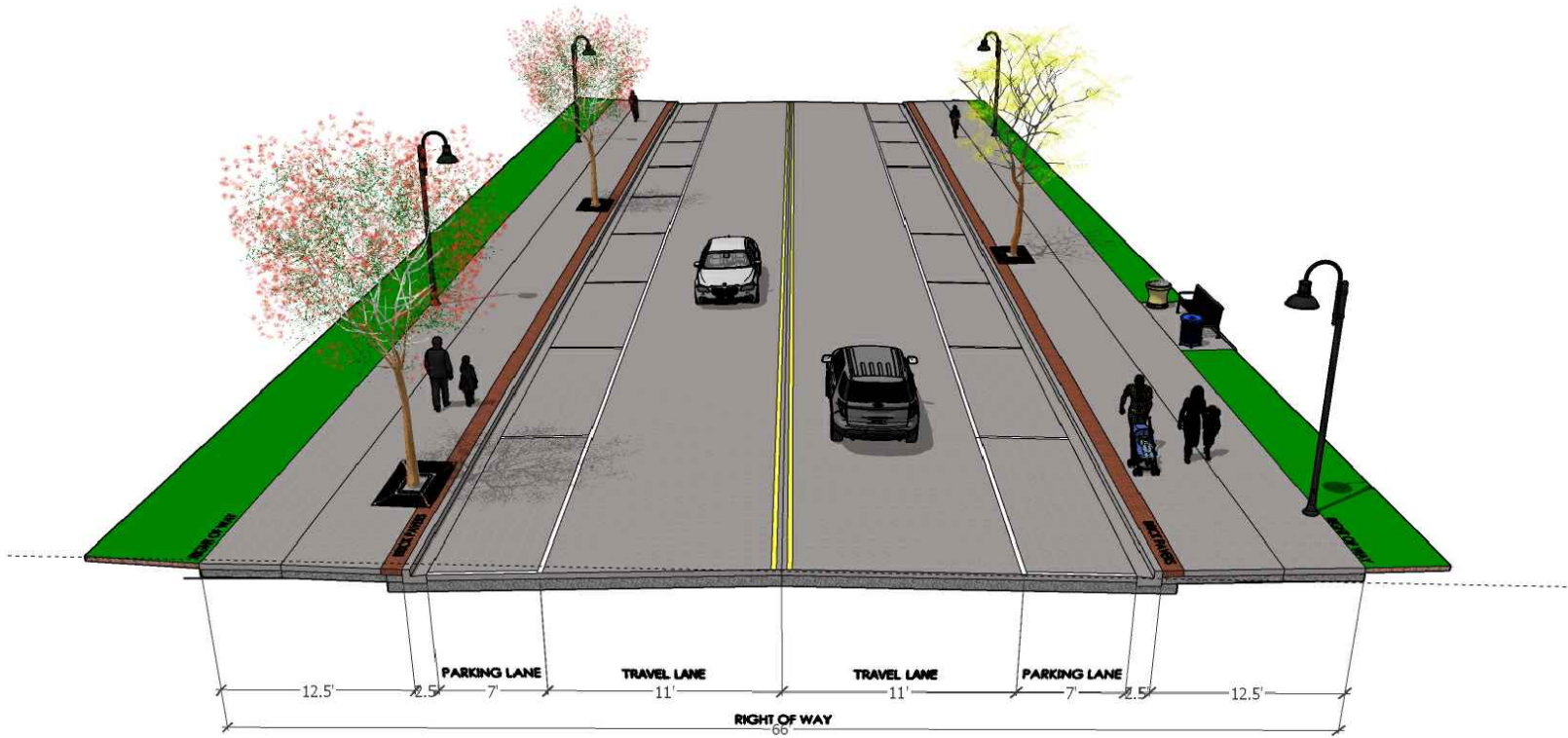
Continued

Cash Discount

0.00 If Paid By 02/19/24

449853-00

\\jilinski\W\PROJECTS\00006\082300501\CADD\Rendering\Renderings for PIM.dwg, pplotout for 20sec model, Plot Date: 3/26/2024 3:06 PM, xref:none



CENTRAL CORE SEGMENT



PROPOSED EAST AND WEST SEGMENTS
(FACING EAST)

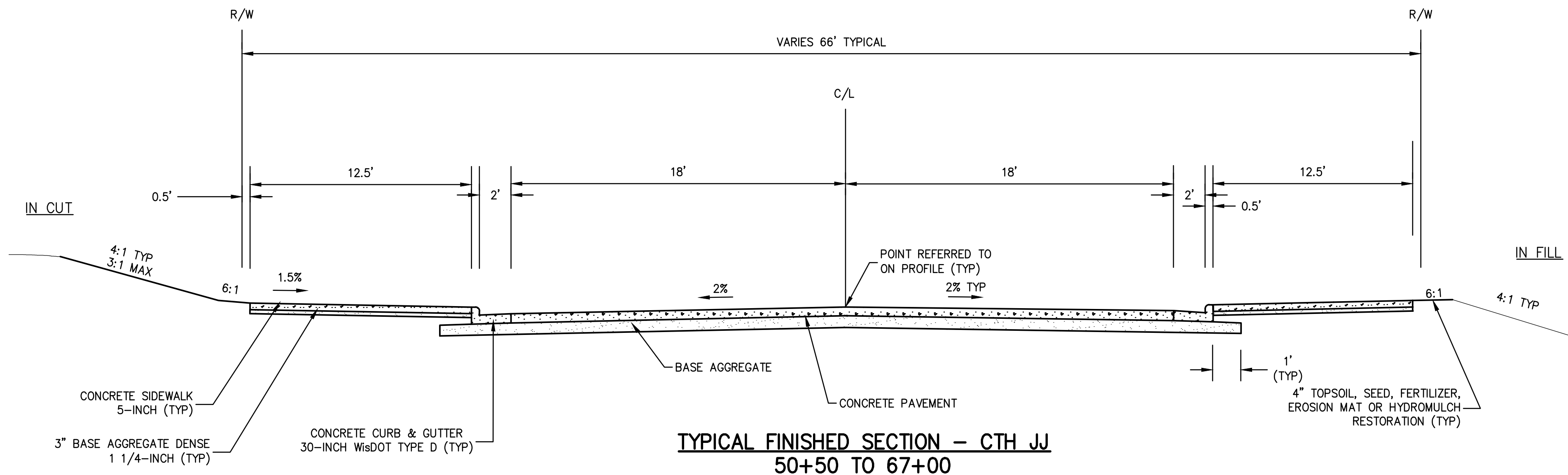
McMAHON
ENGINEERS & ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

McMahon Associates, Inc. provides this drawing as a guide only. It is not to be used for construction without the approval of McMahon Associates, Inc. The user assumes all liability for any use of or reliance on this drawing or data without prior written consent by McMahon Associates, Inc.

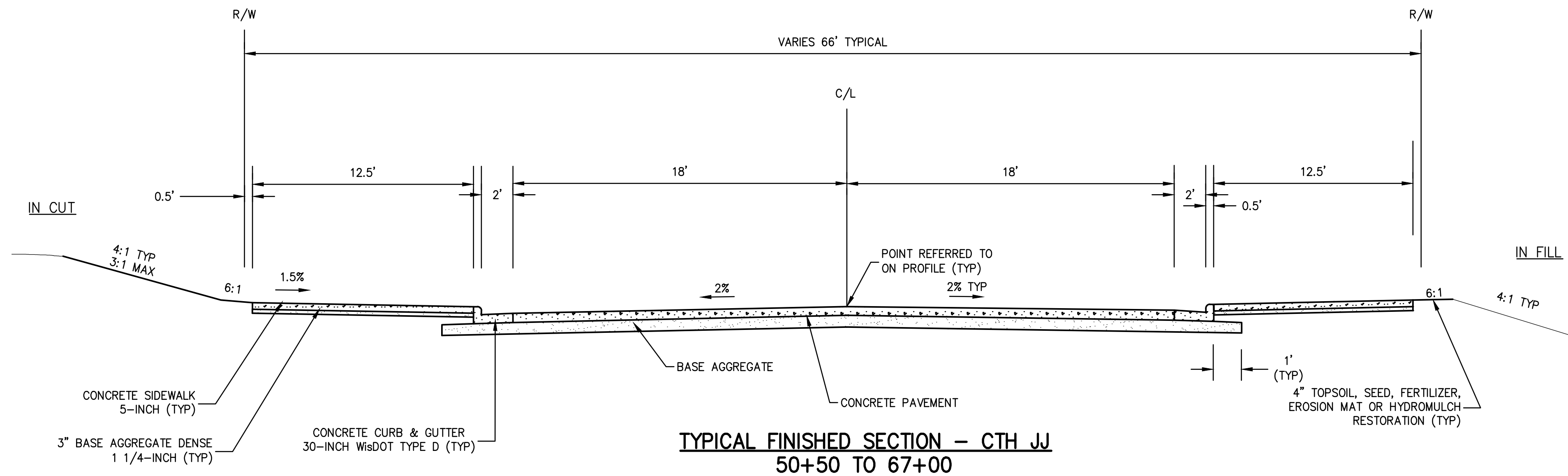
NO.	DATE	REVISION

CTH JJ
VILLAGE OF HORTONVILLE
TYPICAL SECTIONS

DESIGNED #	DRAWN #
PROJECT NO. 00006 08-26-00501	
DATE 03-05-2024	
SHEET NO. ##	



CTH JJ VILLAGE OF HORTONVILLE #####	
DESIGNED CRS	DRAWN CRS
PROJECT NO. 00006-08-23-00501	
DATE PROJECT DATE HERE	
SHEET NO. - - - - -	

[illegible]

CTH JJ
VILLAGE OF HORTONVILLE
#####

DESIGNED CRS	DRAWN CRS
PROJECT NO. 00006-08-23-00501	
DATE PROJECT DATE HERE	
SHEET NO. _ _ _ _	

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Memo: WPPA Hortonville Union Contract

Nathan Treadwell – Village Administrator

The Union Contract remains consistent with the version presented during the previous board meeting, with one exception. Upon reviewing the contract, I noticed an oversight in the wording of section 12.2.

During negotiations with Brain, our intention was to allow Officers the option to sell back up to half of their accrued vacation time. For instance, if an Officer earns four weeks of vacation, they can sell back a maximum of two weeks to the Village at the end of their anniversary year. The purpose behind this provision was to provide flexibility for Officers who preferred not to take extended vacation time, thereby saving the Village money by avoiding overtime pay. However, it was crucial to ensure that Officers still took adequate vacation time to prevent burnout.

Below is the exact wording of section 12.2 as it was presented during the last meeting.

12.2 An officer who does not use entitled vacation shall receive pay for up to 50% of unused vacation on the payroll following the officer's anniversary. The pay rate shall be at the pay rate the vacation was earned. Requests to carryover vacation 90 days past the anniversary date shall be made 2 weeks prior to the officers anniversary date.

Upon examination, it appears that under the current wording, if an officer had 40 hours of remaining vacation time, they could only sell back 20 hours to the Village, leaving the remaining 20 hours unused or requiring them to use it. However, this outcome is not the intended purpose of the policy change, as it would still compel the employee to utilize the remaining 20 hours of vacation, potentially leading to increased overtime.

The proposed amendment aimed at resolving this issue is detailed below. This wording is included in the contract as presented in this packet.

12.2 An officer who does not use entitled vacation shall receive pay for up to 50% of earned vacation on the payroll following the officer's anniversary. The pay rate shall be at the pay rate the vacation was earned. Requests to carryover vacation 90 days past the anniversary date shall be made 2 weeks prior to the officer's anniversary date.

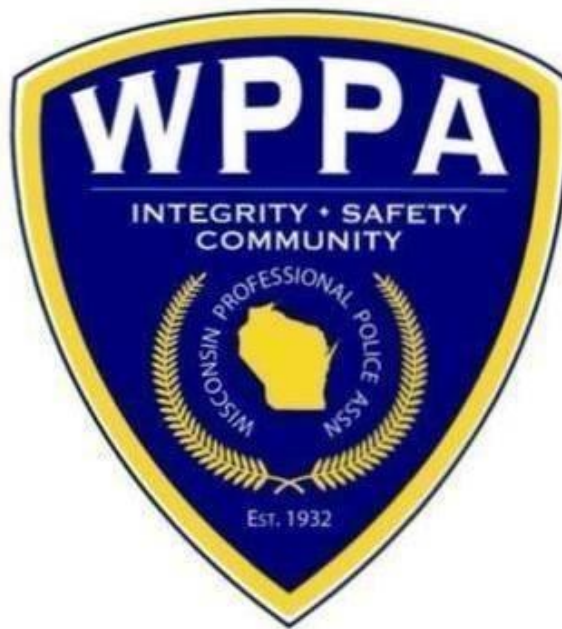
AGREEMENT

between

VILLAGE OF HORTONVILLE

and the

**HORTONVILLE PROFESSIONAL POLICE ASSOCIATION
WPPA/LEER**



2025-2027

TABLE OF CONTENTS

PREAMBLE -	3
ARTICLE 1 - Recognition -	3
ARTICLE 2 - Management Rights	3
ARTICLE 3 - Definition of Officer	4
ARTICLE 4 - Officer in Charge -	5
ARTICLE 5 - Employment Status	5
ARTICLE 6 - Discipline -	6
ARTICLE 7 - Association Activity	6
ARTICLE 8 - Hours of Work	6
ARTICLE 9 - Overtime -	7
ARTICLE 10 - Holidays	8
ARTICLE 11 - Benefits	8
ARTICLE 12 - Vacation	10
ARTICLE 13 - Authorized Leaves-	11
ARTICLE 14 - Grievance Procedure	13
ARTICLE 15 - Reimbursement for Travel-	14
ARTICLE 16 - Wages	16
ARTICLE 17 - Pay -	16
ARTICLE 18 - Outside Employment	17
ARTICLE 19 - Resignation -	18
ARTICLE 20 - Clothing and Equipment -	18
ARTICLE 21 - Anti-Nepotism	19
ARTICLE 22 - No Strike Agreement	19
ARTICLE 23 - Dues Deductions and Fair Share-	20
ARTICLE 24 - Entire Memorandum of Agreement- -	21
ARTICLE 25 - Severability Clause-	21
ARTICLE 26 - Bargaining Procedure	21
ARTICLE 27 - Duration	22
ARTICLE 28 - Amendments	22

PREAMBLE

This Agreement is made and entered into by, and between, the Village of Hortonville, hereinafter referred to as the "Village", and the Hortonville Police Association, WPPA/LEER, hereinafter known as the "Association", pursuant to Wisconsin Statutes 111.70 and 111.77 and subject to the sections of the Wisconsin Statutes as may be pertinent hereto.

WHEREAS, the parties desire to maintain harmonious labor relations, to provide for a fair scale of wages for all members of the bargaining unit, to provide efficient and financially sound operations of the Village, to secure and sustain maximum productivity of each police officer, to facilitate a peaceful adjustment of all grievances and disputes that may arise among the Village, the police officers, and the Association, and to set forth the entire agreement among the Village, the Association, and individual police officers in the bargaining unit covered by this Agreement, all in accordance with the Municipal Employment Relations Act.

WHEREAS, it is intended by this Agreement to promote harmony among the police officers and their employer, the Village of Hortonville, and to provide for the efficient operation of the Police Department in the administration of effective law enforcement. Recognizing the public relations role and responsibility of the police officers, their duty to provide a high level of protection of persons and property, and their function in the preservation of law and order in the Village, this Agreement is agreed upon by both parties.

WHEREAS, unless specifically set forth herein, past practices or benefits of any kind whatsoever are hereby discontinued.

ARTICLE 1 - RECOGNITION

- 1.1 Exclusive Recognition: The Village hereby recognizes the WPPA/LEER as the sole and exclusive bargaining representative for all regular full-time and regular part-time police officers of the Hortonville Police Department having powers of arrest, excluding, clerical, the Chief of Police, and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Village retains all rights of possession, care, control, and management that it has by law, and retains the right to exercise the functions under the terms of the bargaining agreement. The Village possesses the sole right to operate the Police Department and all management rights repose in it. These rights include, but are not limited to, the following:
- A. To direct all operations of the Village of Hortonville Police Department.
 - B. To appoint or hire a Police Chief or any other management staff;
 - C. To establish and require observance of work rules and schedules of work;
 - D. To place the Village Administrator or other Village managerial staff in positions of authority regarding the conduct of Village business and operations;

- E. To determine the methods, means, and personnel by which Village operations are to be conducted;
- F. To hire, promote, transfer, schedule, and assign (including overtime assignments) an officer in and to positions within the Village;
- G. To create, revise, and eliminate positions;
- H. To suspend, demote, discharge, and take other disciplinary action against an officer in accordance with this Agreement;
- I. To lay off an officer;
- J. To maintain efficiency of Village operations;
- K. To take whatever action is necessary to comply with state or federal law;
- L. To introduce new or improved methods or facilities;
- M. To change existing methods or facilities;
- N. To take whatever action is necessary to carry out the functions of the Village in situations of emergency;
- O. To select officers, establish quality standards, and evaluate officer performance;
- P. To contract out for goods or services;
- Q. To determine the kinds and amounts of services to be performed as pertains to operations as well as the number and kind of classifications to perform such services;
- R. To determine the financial policies of the Village.

The exercise of the above rights by the Village is not subject to the grievance procedure, unless otherwise expressly provided in this Agreement.

The exercise of such powers, rights, authority, duties, and responsibilities by the Village, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States.

The parties agree that alleged violations of state and/or federal law and/or of the state and/or federal constitution, including but not limited to all discipline matters under Wisconsin Statute 61.65, shall not be subject to arbitration procedures contained herein and shall be resolved in the appropriate state and/or federal forum.

ARTICLE 3 - DEFINITION OF OFFICER

For the purpose of these regulations, an "officer" means a member of the Hortonville Police Association. The following definitions apply:

- 3.1 A regular full-time police officer is an officer having achieved permanent status by successfully fulfilling a probationary period, as set forth in Article 5, and who works a minimum of 80 hours each pay period or is a limited full-time employee.

- 3.2 A regular part-time police officer is an officer who is a part of the Department's regular time schedule but typically works less than 80 hours in a pay period. A regular part-time officer does not include seasonal, casual, or temporary workers, or officers employed on a sporadic basis.
- 3.3 A probationary police officer is an officer who has not achieved regular full-time or regular part-time status, as set forth in Article 5.
- 3.4 An Officer-in-Charge is an officer designated to be in charge of the Police Department in the Chief's absence, pursuant to Article 4.
- 3.5 A Sergeant is a regular full-time police officer who performs select supervisory duties.

ARTICLE 4 - OFFICER IN CHARGE

- 4.1 If the Chief is not available to direct or respond to the Department, the Sergeant will be in charge in the Chief's absence. If there is no Sergeant, the Chief or Administrator may designate one of the regular full-time officers to be in charge in the Chief's absence, with ratification from the Village Board at the next Village Board Meeting.

ARTICLE 5 - EMPLOYMENT STATUS

- 5.1 Probationary, Full-time, or Regular Part-time Officer:
- A. Each new full-time officer is probationary for a period of twelve (12) full calendar months following the effective date of employment. The probationary period shall not extend beyond twelve (12) calendar months, except as described in subsection 5.IE.
 - B. Each new part-time officer is probationary for a minimum period of twelve (12) calendar months following the effective date of employment.
 - C. A part-time officer must work a minimum of 195 days and 1,560 certified hours in order to qualify for completion of the probationary period and become a regular part-time officer, which could take longer than twelve (12) months.
 - D. When a regular part-time officer is subsequently hired as a full-time officer, or when an existing full-time or regular part-time officer is transferred from one position to another position with the Police Department and the new position requires different work skills, the officer shall serve a probationary period of twelve (12) calendar months. Such new review period will not affect the status and use of employee benefits and accumulated leave.
 - E. A former full-time officer who returns to the employ of the Village as a police officer, and who departed for any reason other than a leave of absence, shall be considered a probationary officer for a period of twelve (12) full calendar months, except the Village Board has the discretion to waive all or a portion of the twelve (12) months, however annual or sick leave shall not be earned for any portion of the probationary period so waived by the Board.

F. A leave of absence accumulating to more than two (2) weeks shall extend a probationary period equivalent to the time spent on such leave.

- 5.2 A full-time officer shall be entitled to all benefits provided by the Village as set forth herein.
- 5.3 A regular part-time officer shall not be entitled to benefits provided by the Village, except for retirement benefits as provided for in Section 11.3.
- 5.4 Upon successful completion of a probationary period, the regular full-time or the regular part-time officer status shall be reported to the Village Board by the Police Chief.
- 5.5 Seniority shall be defined to include an employee's total length of service in the Department from the employee's most recent date of hire within the Department. Seniority shall not be interrupted by temporary layoffs or leaves of absence of less than twelve (12) consecutive months. Layoffs or leaves in excess of twelve (12) months shall not interrupt service but shall not be included in computing total service.

In the event of a layoff, employees shall be laid off in inverse order of seniority. Employees shall be recalled in order of seniority.

ARTICLE 6 - DISCIPLINE

- 6.1 A police officer who has completed probation may be suspended, reduced in rank, suspended and reduced in rank, or discharged by the village board in a manner prescribed by Section 62.13, Wisconsin Statutes.
- 6.2 After the Administrator or Police Chief is notified of a matter that may result in disciplinary measure(s), the Village, working with the Police Chief, must complete an investigation. An update on the status of the investigation will be given by the 45th day to the officer being investigated.

ARTICLE 7 - ASSOCIATION ACTIVITY

- 7.1 Association Business: Except as otherwise expressly permitted or agreed to by the Village, all Association business shall be transacted outside of normal working hours for the officers. Grievances may be processed by an officer during normal working hours with the permission of the Police Chief. In processing grievances, permission must be received from the Police Chief before an officer leaves a work area to conduct Association business.
- 7.2 Association Officials: The Association agrees to provide written notification to the Village within five (5) working days following election or selection of Association representatives, stewards, or other Association officials to enforce the contract.

ARTICLE 8 - HOURS OF WORK

- 8.1 Normal Pay Period (Normal Work Week/Pay Period): -Scheduling will consist of a 14-day rotation equaling 84 hours. Unless mutually agreed upon by the Chief of Police and the HPPA the schedule will follow the rotation of; 3-on, 2-off, 2-on, 3-off, 2-on, 2-off with the 3-off days falling on Friday, Saturday, and Sunday. The shifts will be 12 hours to equal 84 hours in a pay period. Officers with specialized assignments will work shifts in accordance with those assignments. The 12 hour schedule equalizing 84 hours will be a trial period until October 1, 2024 at which time officers will decide to continue without an 8 hour short day for the remainder of this contract period.

The Limited full-time office schedule will be as follows:

WEEK 1

Sunday 6am-6pm, Thursday 10am-1pm, Friday 6am-2pm

WEEK 2

Tuesday 10am-10pm, Friday 2pm-10pm, Saturday 6am-6pm

On the first Wednesday of each month or alternate Municipal Court Date the Limited Full Time Employee shall be assigned an eight or twelve hour shift to cover court and patrol duties and shall receive one of their regularly scheduled days off in that 14 day cycle to maintain a 64 hour pay period. This position is excluded from the annual designation of shifts selection awarded by seniority beginning November 1 and ending November 15. This position would first be offered for the initial filling to any regular full-time police officer within the Association. Once in this position the officer would not be eligible for the annual submission for shifts but shall remain in this shift until a vacancy should occur in the other shifts. Any future vacancies in this new Limited Regular Full Time employee position would then again be open first to any regular full-time police officer within the Association, if the village wishes to fill that position. The Limited full-time officer schedule may change as needed by the Chief with two week notice or when mutually agreed upon between the chief and the officer.

12-hour shifts will consist of two shifts from 6:00 A.M.-6:00 P.M. and 6:00 P.M.-6:00 A.M.

8-hour shifts will consist of three shifts 6:00 A.M.-2:00 P.M., 2:00 P.M.-10:00 P.M., and 10:00 P.M.-6:00 A.M.

Designation of shifts worked by each officer shall be awarded in order of seniority. Officers shall annually submit a requested shift beginning November 1st and ending November 15th. The Chief of Police will notify officers of their assigned shifts by November 20th. Assigned shifts will remain the same for twelve (12) months unless mutually agreed upon by the Chief of Police and HPPA.

It is recognized that throughout this contract one (1) day is defined as 8 hours.

A part-time officer will work on a schedule determined by the Police Chief. The Chief shall make every attempt to set the schedule for an officer two weeks prior to the first work day of the schedule.

- 8.2** Non-scheduled Call-In Time: A Police Officer shall receive two (2) hours pay at a rate of one and one-half (1 ½) times the officer's regular rate of pay when called into work within 48 hours, i.e. if called in to work during non-scheduled hours, plus pay for the time actually worked. At the Chief's discretion, the officer may be required to remain on duty for the two (2) hour minimum time period. Non-scheduled call-in pay begins when the officer starts work in the Police Department or arrives at an alternate location requested by the Chief.
- 8.3** Court Time: In the event an officer is scheduled to appear in Hortonville Municipal Court, and that officer is not notified prior to 5:00 p.m. the day before the court appearance that he/she does not need to appear, the officer shall receive two (2) hours of pay at the rate of one and one-half (1 ½) times the officer's regular rate of pay. At the Chief's discretion, the officer may be required to remain on duty for the two (2) hour minimum time period. An officer shall be paid for time spent in court proceedings, whether at the request of the Village prosecutor, or by subpoena, which shall include time preparing for court with the Village prosecutor, and time actually in court as a witness.

ARTICLE 9 - OVERTIME

- 9.1** Article 9 is intended to only provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.
- 9.2** Compensation shall not be paid more than once for the same hours. There shall be no pyramiding of hours toward overtime.
- 9.3** At the beginning of every month the known overtime is posted in the patrol office. If additional overtime becomes available during the month (i.e., because of vacation, training, etc.) it is added to the posting on the board. Employees can bump a less senior employee who signed for the posted overtime up until one (1) week prior to the overtime assignment. Employees exercising the bumping right shall notify the employee bumped. The employee with the most seniority one (1) week prior the posted overtime assignment shall be given the assignment. If an employee signs up for a full shift and other employee(s) sign up for split shifts, the employee desiring the full shift shall be awarded the shift assignment. In the event there is an overtime assignment needing to be filled on short notice, the Chief or his/her designee shall call employees in order of seniority to offer the overtime assignment.
- If any shift remains unfilled at the end of the posting period, assignment shall be made by reverse seniority. If the shift is unfilled and where applicable the shift shall first be assigned by split shift between employees working the shift(s) before and after the unfilled shift, then by assignment of employee(s) on a scheduled day off.
- 9.4** For state and federal overtime purposes, the parties recognize the federal 7(k) exemption for FLSA compliance, with officers working a fourteen (14) day work period. A work period is synonymous with a pay period. Separately, the Village agrees to pay contractual overtime for all hours worked over the regularly scheduled hours of eighty-four (84) hours in a work period. Overtime hours are at the discretion of the Chief or designee of the Village Board in the absence of the Police Chief. Paid vacation, compensatory time used, and holidays will be considered hours worked for the purpose of calculating contractual overtime. Holidays worked shall not be counted double for this purpose.
- 9.5** It is agreed that overtime shall be the exception and not the rule. Therefore, overtime duties and hours shall be held to the minimum absolutely necessary to carry out programs and projects

in an effective manner as assigned by the Chief or designee of the Village Board in absence of the Police Chief.

- 9.6 When an officer is assigned overtime in a pay period, that officer's schedule for the remainder of the pay period shall not be altered to prevent overtime unless it is agreed upon between the officer and either the Chief or designee of the Village Board in absence of the Police Chief, or unless the Chief determines that reduced alertness or reaction by an officer may put the officer or public at risk.
- 9.7 An officer shall choose at the time earned whether the overtime hours shall be paid out monetarily or shall accumulate as compensatory time, calculated at the rate of one and one-half (1 1/2) hours for every hour accumulated. An officer may accumulate a maximum of eighty (80) hours of compensatory time at any time, unless waived by the Administrator, but shall not extend for more than two (2) weeks. Compensatory time must be used within the calendar year that it was earned. Any unused compensatory time shall be paid out on the last payroll check of the calendar year at the officer's regular rate of pay in effect when the hours were earned.
- 9.8 Any overtime hours worked between that last pay period and December 31st of a calendar year shall accrue as monetary overtime only and not compensatory time.

ARTICLE 10 - HOLIDAYS

- 10.1 The following paid holidays will be granted all regular full-time officers:
- | | |
|--------------------------------------|------------------------------------|
| 1. New Year's Day | 6. Day after Thanksgiving (Friday) |
| 2. Monday designated as Memorial Day | 7. Christmas Eve Day |
| 3. Fourth of July | 8. Christmas Day |
| 4. Labor Day (Monday) | 9. New Year's Eve Day |
| 5. Thanksgiving Day (Thursday) | |
- 10.2 A full-time officer who works on one of the holidays in section 10.1 shall be paid time and one-half for the actual hours worked.
- 10.3 With the prior approval of the Chief, a full-time officer who works on a holiday may elect to refuse the holiday pay in exchange for taking a paid leave on another day in the same pay period.

ARTICLE 11 - BENEFITS

- 11.1 Insurance Plans: The design and coverage of health care plans and other insurance plans shall be determined exclusively by the Village annually. The selection of the insurance carrier and/or decision to self-insure is a right that shall be determined exclusively by the Village. Except as provided in Section II.2C, the Village shall pay eighty-eight percent (88%) and the eligible officer shall pay twelve percent (12%) of the annual premium cost for the health insurance plan. The Village shall pay fifty percent (50%) and the eligible officer shall pay fifty percent (50%) of the annual premium cost for the dental insurance plan.

11.2 Health and Dental Benefits:

- A. A full-time officer is entitled to the benefits provided under the group medical and dental plans provided through the Village. A part-time officer, under 30 hours per week is not entitled to such health benefits. A part-time officer, under 40 hours per week, is not entitled to such dental benefits.
- B. Eligibility for health and dental benefits shall follow the requirements of each plan.
- C. If an eligible officer chooses not to participate in the health insurance plan, said officer shall receive a payment of \$250 per month in lieu of single coverage, or \$500 per month in lieu of family coverage. If an officer chooses not to participate in the health insurance plan through the Village, said officer shall provide proof, in the form of written insurer information, to the Village Clerk annually evidencing that he/she is an insured on another health insurance policy.

11.3 Retirement Benefits:

- A. Every officer who meets the Wisconsin Retirement System eligibility requirements is entitled to the retirement benefits of the Wisconsin Retirement System (WRS) as provided by Wisconsin Statutes and the Employee Trust Funds (ETF).
- B. A full-time officer shall contribute to the WRS the WRS statutory general employee rate as determined by the ETF.
- C. The Village shall contribute the mandated employer's share each year toward the cost of the WRS program-plus the portion of the WRS statutory rate for employees not paid by the officer in subsection B.
- D. A regular part-time officer meeting the requirements of subsection A shall contribute the full WRS statutory rate for general employees as determined by ETF.
- E. An officer hired after July 1, 2011 shall contribute the full employee share of WRS as measured by the general employee rate as determined by ETF.

11.4 Life and Disability Insurance:

- A. A regular full-time or regular part-time officer is entitled to life insurance as outlined in the Village of Hortonville Personnel Manual.
- B. The Village provides a predetermined weekly amount of short-term disability insurance to each regular full-time officer, with the premium cost paid entirely by the Village. Each such officer shall participate in this disability insurance plan. Eligibility is per the Village insurance policy.

11.5 Educational Allowance: A regular full-time officer may be eligible for a partial continuing education reimbursement, subject to the following:

- A. The course shall be judged by the Chief and Administrator to be a benefit to the Department and/or the Village;
- B. The course shall be offered by a college or university accredited by the Higher Learning Commission;
- C. The course shall be budgeted prior to its start;
- D. Classes shall not be during working hours;
- E. The officer received a final grade "C" or above for the course.

Fifty percent (50%) of the costs for registration, tuition, and books for a course meeting the above and having been approved by the Chief shall be reimbursed by the Village. The reimbursement shall be paid after the above items are satisfied and a detailed reimbursement request is submitted. The total reimbursement will not exceed \$1,000 per year per officer. An officer shall not receive wages, travel reimbursement, or materials reimbursement for attending a course.

- 11.6 Deferred Compensation: The Wisconsin Deferred Compensation program shall be available to each eligible officer.

ARTICLE 12 - VACATION

12.1 Vacation Leave:

- A. A regular full-time officer shall be entitled to annual leave with full pay on an anniversary basis, as follows:

<u>Continuous Service</u>	<u>Days (a day= 8 hours)</u>
Successful completion of hiring period	Five (5)
After two (2) years	Ten (10)
After five (5) years	Fifteen (15)
After eight (8) years	Seventeen (17)
After eleven (10) years	Twenty (20)
After twelve (12) years After	Twenty-Two (22)
After fourteen (14) years	Twenty-five (25)

- B. A probationary officer shall not accrue vacation days during the review period.
 - C. All accrued vacation leave shall be taken before the regular full-time officer's anniversary date (the day and month the officer was hired) except in circumstances when the workload has made it difficult to take vacation leave and only with the prior written approval of the Administrator.
 - D. An officer who terminates employment with the Village or whose employment with the Village is terminated and at a later date returns to the employ of the Village, shall forfeit all prior years of service when computing years of service for leave or benefits.
 - E. All vacation in excess of one (1) day must be requested at least two (2) weeks in advance. One (1) day of vacation, or a personal day, must be requested one (1) week in advance.
 - F. Vacation time shall be paid at the officer's rate of pay when the leave is taken.
 - G. If a holiday in Section 10 falls during a vacation, it shall be considered a holiday rather than vacation.
 - H. If an officer becomes sick during a vacation, it shall be considered vacation rather than sick leave.
- 12.2 An officer who does not use entitled vacation shall receive pay for up to 50% of earned vacation on the payroll following the officer's anniversary. The pay rate shall be at the pay rate the vacation was earned. Requests to carryover vacation 90 days past the anniversary date shall be made 2 weeks prior to the officers anniversary date.

ARTICLE 13 - AUTHORIZED LEAVES

13.1 Basic Sick Leave:

- A. An eligible officer shall be entitled to 96 hours of sick leave per calendar year, earned in increments of eight (8) hours per month.
- B. For all officers employed as of the commencement of this Agreement, a maximum of 720 hours of sick leave for pre-commencement officers may be accrued. Sick leave shall stop being earned when the accrued sick leave reaches 720 hours. For officers who are employed after the commencement of this Agreement, a maximum of 480 hours of sick leave may be accrued. Sick leave for post-commencement officers shall stop being earned when the accrued sick leave reaches 480 hours.
- C. After an officer reaches ninety (90) days of accumulated sick leave, for every six (6) consecutive months of not using a sick day or part thereof, the officer shall receive 1 personal day.
- D. Accrued sick leave shall only be paid upon retirement under the WRS, officer resignation, or officer death. No officer will be entitled to pay for accrued sick leave until they have been employed for a minimum of five (5) years. Such payment shall be limited to fifty percent (50%) of accrued sick leave up to a maximum of two hundred forty (240) hours at the rate of pay when the officer retired, resigned, or died, except as noted below. Officers who have attained 20 years of continuous employment shall receive one-hundred percent (100%) of accumulated sick leave.
- E. If an officer dies while on duty, one-hundred percent (100%) of the accrued but unused sick leave shall be paid to the officer's estate at the rate of pay at the time of death.

- F. A probationary officer shall earn sick leave days during the probationary period but may take paid sick leave only following successful completion of at least six (6) months of the probationary period.
- G. An officer who has been dismissed (terminated for cause) from employment with the Village shall forfeit all accumulated sick leave.

13.2 Conditions for Sick Leave: Utilization of sick leave shall be allowed only if: An officer notifies the Department office or the Chief of the need for such sick leave at least two (2) hours before the start of regular working hours for that officer or if approved by the Chief or Administrator.

13.3 Conditions for Payment of Sick Leave:

- A. The parties agree that the provision of sick leave is a form of insurance against the loss of income during illness and is not a form of additional paid leave. Sick leave does not vest in an employee the right to a certain number of days off each year with pay, as do annual or holiday leave. Substantiated abuse of the sick leave privileges shall be cause for loss of pay or termination from employ with the Village.
- B. A request for sick leave in excess of three (3) consecutive working days must, upon request of the Village Administrator or Police Chief, be substantiated by a doctor's certification or verification.
- C. Sick leave taken on the last working day before, or the first working day after, a vacation day or designated holiday shall be charged as a vacation day, unless authorized in writing as a sick day by the Chief or the Administrator. If the officer provides a written doctor's excuse for these days, it shall be charged as a sick day.
- D. An officer who begins work on or before the 15th day of the month shall be considered to have worked a full month for purposes of accrual of sick leave, which shall accrue at the end of the month. An officer who begins work after the 15th day of the month shall not accrue sick leave until the end of the succeeding month.
- E. An officer leaving employment shall return all keys and other equipment listed on the Department equipment list to the Chief or his/her designee prior to final payment being issued by the Village. Failure to return keys or other equipment shall result in withholding from the officer the sick leave payout.

13.4 Military Leave of Absence: The Village shall permit military leave to officers who are members of the armed forces of the United States, the National Guard, or Reserves. Military leave shall be treated as a leave of absence with no pay. An officer granted military leave shall be eligible for re-employment with the Village according to applicable state or federal law. The dates for military leave shall be given to the Chief as far in advance as possible.

13.5 Leave for Jury or Witness Duty: A full-time officer who is requested by a court of law to perform jury duty or to appear as a witness in a court of law on a regular work day for that officer shall be granted a leave of absence with pay. Said leave shall be granted by the Chief or Administrator upon presentation of satisfactory evidence of required jury or witness duty. Leave granted under this section shall be in addition to all other leaves authorized and shall not be deemed a part of any other leave authorized herein. Upon receipt of payment for authorized

jury or witness duty, the officer shall immediately reimburse the Village for the amount of payment received. Seniority, status, responsibility, and salary shall be unaffected by such jury duty or witness leave.

13.6 Funeral Leave:

- A. When a death occurs to a member of a full-time officer's immediate family, the officer shall be granted up to three (3) days paid leave of absence. Immediate family includes husband, wife, daughter, son, step-child, brother, sister, step-brother/sister, father, mother, step-parent, father/mother-in-law, daughter/son-in-law, brother/sister-in-law, grandparent, and grandchild.
- B. When a death occurs to a member of a full-time officer's extended family, the officer will be granted a leave of absence of one (1) day with pay. The officer may take an additional two (2) days as necessary for the funeral without pay. Extended family includes spouse of brother/sister-in-law, uncle, aunt, nephew, niece, and first cousin.
- C. The parties agree that funeral leave is not additional vacation leave and therefore evidence of the funeral shall be provided to the Administrator following the funeral leave for payroll records. Leave for a funeral in excess of the days set forth in 13.6 A or B shall be deducted from the employee's accumulated sick leave, accumulated vacation leave, or if there is no accumulated leave days, the officer's pay from the next payroll check for the days absent from work. Days taken in excess of granted funeral leave shall receive prior approval from the Administrator or Police Chief. Substantiated abuse of the funeral leave privileges shall be cause for loss of pay or termination from employ with the Village.

13.7 Family and Medical Leave: All family and medical leave shall be granted in accordance with state and federal law.

13.8 Unpaid Leave of Absence:

- A. The Village may, in its sole discretion, grant unpaid leave to a full-time officer for medical or personal reasons. The Village's decision regarding a request for an unpaid leave of absence, and if granted the duration of the leave, shall not be subject to review under the grievance procedure herein.
- B. In the event of ill health, sickness, accident, or other personal reasons, the Village may grant to employees unpaid leave of absence. If it is found that an employee obtains a leave through fraud, overstays a leave of absence or engages in gainful employment during a leave of absence, such employee shall be subject to immediate discharge.
- C. A leave of absence and subsequent renewals shall be limited to five (5) days. Request for leaves of absence and extensions thereof shall be in writing and approved by the Administrator prior to taking such leave. The Administrator reserves the right to request written verification of illness, sickness or accident. The employee shall make suitable arrangements for continuation of insurance premiums and court ordered wage deductions before the leave can be approved by the Administrator.
- D. An employee granted an unpaid leave of absence shall not earn vacation, sick, or any

other such leave during the period of unpaid leave of absence, unless specified otherwise herein or by law, or in the case of a work-related injury that occurred prior to the leave of absence. An employee who is injured while on an unpaid leave of absence shall not be eligible for Worker's Compensation through the Village.

13.9 Personal Leave: Eligible full-time officers who have completed their probationary period shall receive sixteen (16) hours of floating, paid personal time each year. Officers who have attained four (4) years of continuous employment shall receive twenty-four (24) hour of floating, paid personal time. Officers who have attained eight (8) years of continuous employment shall receive thirty-six (36) hour of floating, paid personal time. The Chief, or Officer in Charge, shall be notified at least 72 hours in advance of the employee's proposed personal time off request so their wishes and the needs of the Department can be met.

13.10 General Conditions Concerning Leaves of Absence:

- A. A full-time officer who requests and is granted any of the forms of leaves described in Section 13 shall not earn vacation, sick, or any other leave during the period of such leave of absence unless specified otherwise herein or by law, or in the case of a work-related injury that occurred prior to the leave of absence. An officer who is injured while on a leave of absence shall not be eligible for Worker's Compensation through the Village.
- B. Health and dental insurance, other insurance benefits, and any other benefit paid all or in part by the Village for an officer on active military leave, leave of absence, or other non-family or non-medical leave (see C below) shall expire at the end of the calendar month in which all accumulated vacation, sick leave, and compensatory time is utilized, unless otherwise provided by law.
- C. Pursuant to the Family and Medical Leave Act, an officer's health insurance coverage paid all or in part by the Village shall be maintained by the Village for the duration of the qualifying family or medical leave.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Definition of Grievance: A grievance shall be defined as a dispute concerning the interpretation, application, and/or enforcement of the express terms of this Agreement. This Article shall not apply to discipline matters. The Association or an officer may be a grievant.

14.2 Subject Matter: Only one (1) subject matter shall be covered in any one (1) grievance. However, if one subject affects more than one officer, there may be more than one grievant. A written grievance shall contain the name and position of the grievant(s) filing the grievance, a statement of the grievance, the issue involved, the relief sought, the date the incident or violation occurred, the article(s) and section(s) of the Agreement alleged to have been violated, the signature of the grievant(s), and the date.

14.3 Time Limitations: Any grievance not complying to the time limits set forth in this Article shall be null and void. Time limits may only be extended by mutual agreement in writing.

14.4 Definition of Work Days: Days as used in this Article shall be defined to exclude Saturdays,

Sundays, and holidays specified in this Agreement.

14.5 Procedural Steps:

STEP 1: The grievance shall be presented orally to the immediate supervisor within five (5) days of the date the grieving party knew or should have known of the event giving rise to the grievance. The immediate supervisor shall inform the grievant(s) of his/her decision within ten (10) days of the date the grievance was presented.

STEP 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and submitted to the Police Chief within ten (10) days of receipt of the Police Chief's response. A copy of the grievance appealed to the Police Chief shall simultaneously be sent to the officer's immediate supervisor. The Police Chief shall respond in writing with his/her decision within ten (10) days of said written grievance.

STEP 3: If the grievance is not resolved in step 2, the grievance shall be submitted to the Village Administrator within ten (10) days of receipt of the Police Chief's response. A copy of the grievance appealed to the Village Administrator shall simultaneously be sent to the Police Chief and the employee's immediate supervisor. The Village Administrator shall respond in writing with his/her decision within ten (10) days of receipt of said written grievance.

STEP 4: If the grievance is not resolved in step 3, the written grievance shall be submitted to the Board President within ten (10) days of the response of the Village Administrator. A copy of the grievance appealed to the Board President shall simultaneously be sent to the Village Administrator, Police Chief, and employee's immediate supervisor. A meeting between the grievant and the Village Board will be held at the next regularly scheduled Board meeting so proper notice can be given. A written decision on the grievance shall be issued to the grievant(s) within ten (10) days of said meeting.

The decision of the Village Board shall be final.

ARTICLE 15 - REIMBURSEMENT FOR TRAVEL

15.1 Private Vehicle Expenses:

- A. An employee shall be reimbursed for travel authorized by the Chief, or Officer in Charge in absence of the Police Chief, when such travel mileage is reported on a Travel Expense Form at the end of the calendar month in which the authorized travel occurred.
- B. Reimbursement for the use of a private vehicle shall be calculated by multiplying the miles traveled in the work of the Village by the current per mile reimbursement rate in effect as established by the IRS. Such per mile reimbursement shall constitute full reimbursement for all or any use of a private vehicle in the service of the Village.
- C. Travel and the use of a private vehicle for work must receive prior authorization by the Police Chief or Village Board designee in absence of the Police Chief and provide proof of insurance of the private vehicle to be eligible for reimbursement.

15.2 Meals and Lodging: If the Village requires an officer to travel outside the Village of Hortonville, reimbursement will be made for meals and necessary overnight lodging. Reimbursements are paid on a monthly basis upon submission of a Travel Expense Form along with receipts for meals and lodging and any out-of-pocket expenditures. Failure to submit a reimbursement request within 30 days of the date

the expense was incurred may cause denial of reimbursement.

Lodging reimbursement is limited to the rate for a single room/single person at a licensed hotel or motel. When possible, officers must make advance reservations. Contact the Accounts/payroll person for advance payment of lodging to ensure proper tax exemption.

Reimbursement for meals is set at the levels used by the State of Wisconsin. Officers must submit an itemized copy of the meal bill(s). A credit card receipt is insufficient. Alcoholic beverages, smoking materials and drugs will not be reimbursed. Reimbursable meal expenses are for officers only.

15.3 Other Travel Expenses and Requirements: Other expenditures that qualify for travel reimbursement include parking, tolls, local or long-distance calls regarding work assignments, baggage handling, and necessary equipment rental. Receipts for fees must be attached to the Travel Expenses Form. Tickets for driving infractions, unauthorized parking or other violations will not be paid or reimbursed subject to the provisions of Wis. Stat. § 895.46.

- A. When it is necessary for an officer to travel in the service of the Village by means other than private vehicle, such travel shall be authorized in advance by the Chief or Village Board designee in absence of the Police Chief. The expense of the travel will be reimbursed upon submission of a Travel Expense Form with the required information and receipts to calculate such reimbursement.
- B. Travel expenses may be prepaid or guaranteed to the provider by the Village in advance of actual travel.
- C. If a Village vehicle is used for such necessary travel, the Chief or Village Board designee in absence of the Police Chief may authorize the prepayment to the officer by check or direct deposit for the anticipated cost of gasoline, food, and lodging to a maximum of \$150.00. Upon return from said travel, a completed Travel Expense Form must be submitted to the Clerk-Treasurer along with receipts for the expenditures and the return of any unspent funds.
- D. When two or more officers are expected to participate in the same work activity or meeting on behalf of the Village, the officers should travel in the same vehicle if possible.
- E. The use of alcoholic beverages, recreational drugs, or stimulants by an officer during working hours, in a Village vehicle, while traveling for the Village, or on Village premises shall be cause for suspension or termination from employ with the Village.

ARTICLE 16 - WAGES (\$/hour)

16.1 Commencing with the first full pay period in January each year, wage rates shall be adjusted as follows:

ARTICLE 17 - PAY

17.1 **Pay Basis and Periods:** An officer shall be paid by check or direct deposit every other Thursday. All required and officer-requested federal, state, insurance, and other deductions will be withheld. If a holiday falls on a Thursday payday, a check will be issued, or direct deposit made, on the prior Wednesday.

<u>Employees</u>	1/1/2025	1/1/2026	1/1/2027	7/1/2027
	8%	5%	2%	2%
Part-Time Officer	\$19.63	\$20.62	\$21.03	\$21.45
FT Probation Officer	\$24.43	\$25.65	\$26.16	\$26.69
Patrol 1 Officer	\$29.69	\$31.17	\$31.80	\$32.43
Patrol 2 Officer	\$32.13	\$33.74	\$34.41	\$35.10
Patrol 3 Officer	\$34.20	\$35.91	\$36.63	\$37.36
Sergeant	\$35.37	\$37.14	\$37.88	\$38.64

17.2 **Final Pay:** A full-time officer who resigns or retires from his or her position, or is released due to a reduction in force, shall be entitled to payment for all accumulated but unused vacation leave. This does not apply to an officer who has been terminated for cause. Such payment shall be made in full on the next payroll check after termination. The termination date shall be the last day worked. The officer shall receive all earned wages upon leaving employment at the rate of pay at termination. An officer leaving employment shall return all keys and other equipment listed on the Department equipment list to the Chief or his/her designee prior to final payment being issued by the Village. Failure to return keys or other equipment shall result in withholding from the officer all payout provisions.

17.3 **An officer-in-charge** as defined in Article 3 and pursuant to Article 4 shall receive a 5% increase in pay while fulfilling officer-in-charge duties.

17.4 **Longevity Pay:** Longevity pay shall be available to full-time employees who have attained three (3) years of continuous full-time employment at a rate of 1% of their annual wages increasing by 0.5% per year thereafter until 2%, then increasing by 0.25% per year thereafter until 5%, then increasing by 0.2% per year thereafter. Longevity pay shall be paid annually approximately on the employee's anniversary date of hire and shall be issued on a separate check with regular payroll.

17.5 **Field Training Officer Pay (FTO):** A field training officer (FTO) shall be paid an additional one dollar (\$1.00) per hour while conducting training as an FTO approved by the Chief. This is dependent on FTO being certified to do said training. Training other police departments or citizens shall be approved by the Chief or Village Board designee in absence of the Police Chief, and any related additional pay shall be approved by the Chief.

ARTICLE 18 - OUTSIDE EMPLOYMENT

- 18.1 Every full-time and part-time officer is expected to place the responsibilities and obligation of his or her position with the Village first. Outside, non-Village work shall only be permitted subject to the following conditions:
- A. There shall be no perceived conflict of interest or activity between the outside work and the work of the Village.
 - B. There shall be no interference with the work of the Village. The outside work may be ordered stopped if in the opinion of either the Chief or Village Board designee in absence of the Police Chief such work is affecting the efficiency, quality, or effectiveness of the officer's work with the Village.
 - C. There shall be no professional consulting work of any kind by an officer anywhere within the limits of the Village.
 - D. No outside work or consulting shall be carried on in the Village offices, buildings, or vehicles, nor on Village land, nor shall Village vehicles, equipment, supplies, machines, or technical data (not normally available to the general public) be used for such work.
 - E. No officer shall engage in any other employment or business for compensation without prior written notification and approval by the Chief. Such activity is subject to conditions and limitations that the Chief may prescribe to avoid conflicts of interest or unfitness for police duty.
 - F. Subject to the due process requirements under applicable state law, violation of the rules described above may be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 19 - RESIGNATION

- 19.1 Notification: Unless waived by the Village, an officer planning to voluntarily terminate his or her employment with the Village shall notify the Chief as far in advance as possible, but under no circumstance less than two (2) weeks prior to the last day on the job. Vacation may not be taken as part the required two (2) week termination notice, unless otherwise approved in writing by the Chief or Village Board designee in absence of the Police Chief.
- 19.2 Reduction of Fringe Benefit Payouts: Subject to applicable federal and state laws and regulations relating to benefits, benefit payouts, if any, shall be reduced or eliminated for an officer who fails to provide adequate notice of termination, unless a waiver is granted by the Chief or Officer in Charge in absence of the Police Chief.

ARTICLE 20 - CLOTHING AND EQUIPMENT

- 20-1 Newly hired employees will receive two (2) uniform pants, two (2) long sleeve uniform shirts, two (2) short sleeve uniform shirts and a winter coat. That officer will then receive \$500.00 uniform allowance for the remainder of that calendar year.

Each employee shall receive at the start of the calendar year \$750.00 for uniform allowance. The uniform allowance is on a reimbursement basis. Such allowances shall be paid upon receipt of proof of purchase of any clothing or equipment. Uniform allowance funds must be used towards any clothing or equipment that will be used by an officer in their official capacity. For damage to duty equipment while acting in official capacity of employment, the employer will pay for the repairs, as approved by the Chief, such cost not being deducted from the uniform allowance.

The employee is not expected to pay for their own body armor/bulletproof vest or firearm, the Village will be responsible for making such purchases.

Any unused uniform allowance will be forfeited at the end of the calendar year

ARTICLE 21 - ANTI-NEPOTISM

- 21.1 Only one member of the immediate family as defined in section 13.6 shall be employed as a full-time or regular part-time officer. No officer shall take part in the hiring process of an immediate family member.

ARTICLE 22 - NO STRIKE AGREEMENT

- 22.1 Strike Prohibited: The Association or any of its officers, agents, or employees shall not instigate, promote, encourage, sponsor, engage in, or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement and until a successor Agreement is ratified by both parties.
- 22.2 Union Action: Upon notification by the Village to the Association that a certain member is engaged in a violation of the No Strike provision, the Association shall immediately in writing order the violating officer to return to work, provide the Village with a copy of the order, and a responsible official of the Association shall publicly order the officer to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective, and affirmative action to secure the officer's return to work as promptly as possible. Failure of the Association to issue the order or take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike or other such violation.
- 22.3 Penalties: An officer who violated any of the provisions of this section may be terminated or disciplined by the Village, including loss of compensation, vacation benefits, holiday pay, and compensatory time. In any arbitration proceeding involving breach of this section, the sole question for the arbitrator to determine is whether or not the officer engaged in the prohibited activity. The Village and Association agree that the Village, if it so elects, may seek payment of any liquidated damages owed either in state suit proceedings or through the arbitration procedure set forth herein. In addition to penalties provided herein, the Village may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE 23 - DUES DEDUCTIONS

- 23.1 Dues Deduction: The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be the **employee's** responsibility to sign the dues authorization forms and provide the signed forms to the employer **And Association** no less than 30 days prior to the date in which

dues deductions are to commence.

The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association, **and with the understanding that the deduction will cease as reasonably practical after receipt of written notice of revocation.**

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against **or incurred by the Employer including all costs of defense and attorney's fees** which may arise out of employer's compliance with this Article.

ARTICLE 24 - ENTIRE MEMORANDUM OF AGREEMENT

- 24.1 This Agreement, including any addenda, constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining for public safety employees and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement.

ARTICLE 25 - SEVERABILITY CLAUSE

- 25.1 If any article or section of this Agreement, or any addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

ARTICLE 26 - BARGAINING PROCEDURE

26.1 The Association agrees that it will make its proposal for future Agreements in writing on or before July 1st of the last year of the Agreement, and the Village agrees that it will respond in writing within thirty (30) days thereafter. Both parties agree to make a diligent effort to negotiate a new agreement by December 1st of the last year of the Agreement.

ARTICLE 27 - DURATION

27.1 This Agreement shall be effective as of January 1, 2022 and remain in full force and effect through December 31, 2024.

ARTICLE 28 - AMENDMENTS

28.1 This Agreement may be amended by mutual consent of the parties. Such consent and amendment shall be in writing.

The undersigned parties by their representatives have signed this Agreement on _____

VILLAGE OF HORTONVILLE

HORTONVILLE POLICE ASSOCIATION

By: _____
Jeanne Bellile, Village President

By Kevin R Sorenson 03-27-24
Kevin R Sorenson, Business Agent WPPA/LEER

Attest: _____
Nathan Treadwell, Administrator

By: _____
Brian Bahr, Hortonville Police Association President

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Memo: Ordinance for Altering the Parking

Nathan Treadwell – Village Administrator

This item was brought up at the Public Safety Meeting on March 20th. The Committee discussed this for a while but never acted on this item because it was only listed as discussion. This item was brought to our attention by Jack Kuhnke our HHFD Fire Chief.

I decided to bring this forward myself due to the nature of the issue and based on the recommendation of the Chief I am bringing it to the whole board like any other issue that is brought to my attention by a department head.

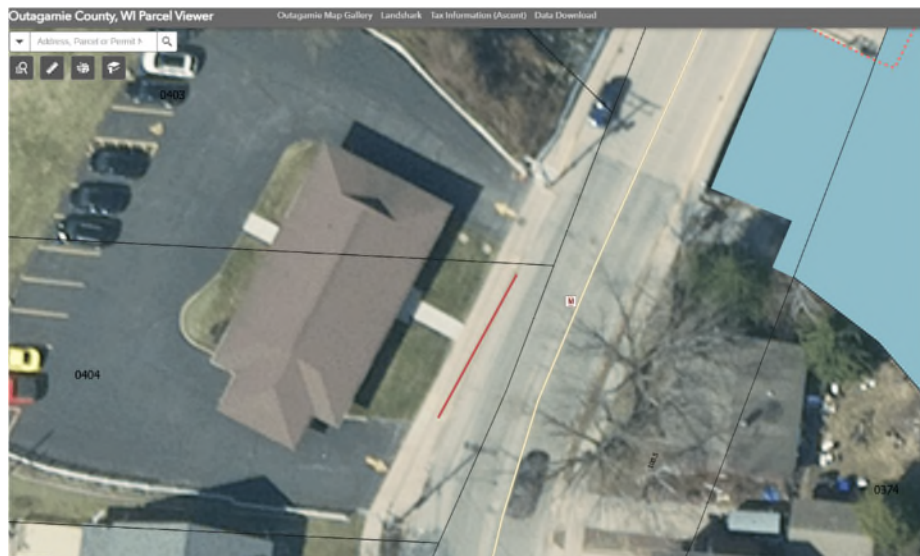
At the public Safety Meeting the HHFD Fire Chief told the committee and citizens present that they have had issues with getting through that area with their fire equipment at times when people are parked in front of the Wolf River Community Bank Office located on 209 S Nash. The area that is being discussed is the red line in the picture below. This currently is 43 Feet which can fit about 2 parking spots.

I did reach out to Joe Peikert the Bank President so they know about this issue. This is the response I got from the Bank.

“Thanks for letting me know about the request/proposal to eliminate street parking in front of our Nash St. property.

After thinking about it more, and careful consideration, the Bank does object to the elimination of street parking in front of this property.

Loosing the street parking takes away a positive aspect of the property, and is much more limiting for our parking options, as well as flexibility for both current and potential future use. “



O - 04 - 24

AMENDING Parking Prohibited Section 40-47 (22)

BE IT ORDAINED by the Village Board of Trustees, Village of Hortonville, Outagamie County, Wisconsin, as follows:

Sec. 36-6. Dedication and reservation of lands.

(22) South Nash Street, West side of the street starting at 154 ft from main street for a distance of 216 feet.

IT IS SO ORDAINED THIS 4th DAY OF APRIL 2024.

BY THE BOARD

Jeanne Bellile, Village President

Ayes _____

Jane Booth, Village Clerk/Treasurer

Nays _____

Dated: _____

Prior Ordinance

(22) South Nash Street, West side of the street starting at 154 ft from main street for a distance of ~~109~~ 216 feet.

VILLAGE OF HORTONVILLE

R – 11– 24

RESOLUTION REQUESTING THE COUNTY TO CHANGE THE SPEED LIMIT ON COUNTY HIGHWAY M FOR THE SECTION BETWEEN THE BYPASS AND COUNTY HIGHWAY MM.

WHEREAS, the Board of Trustees of the Village of Hortonville is urging the County to tackle the speed concerns in the vicinity of the CTH M & CTH MM Intersection.

WHEREAS, The Village Board is worried about excessive speed and increased development.

WHEREAS, following the installation of the bypass, motorists accelerate to 45 MPH immediately after, posing a hazard for turning into the Village from CTH MM.

NOW, THEREFORE BE IT RESOLVED: the Village of Hortonville Board of Trustees formally requests the County to relocate the speed increase to 45 MPH beyond CTH MM.

ADOPTED this 4th day of April 2024.

BY THE VILLAGE BOARD

Ayes _____

Jeanne Bellile, Village President

Nays _____

Jane Booth, Clerk/Treasurer

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
www.hortonvillewi.org

ADMINISTRATION

clerktreas@hortonville.wi.gov

APRIL 4, 2024

LICENSES

- Issued dog licenses – 73 March
- Renewal License Preparations

ELECTIONS

- In Person Absentee Voting – total 26
- Held the Public Test of Voting Equipment – March 26, 2024
- Held the Spring Election – April 2, 2024

WEBINARS/ZOOM MEETINGS/TRAININGS

- Weekly Department Head Meetings
- Weekly Staff Meetings
- WEC Webinar Badger Book Spring Election Prep – March 21

FINANCES

- M,W,F bank deposits
- Balance and reconcile accounts/journal entries/prepare invoices
- Approved payroll, initiated withdrawals
- Initiated withdrawal from Pershing Investments for the CWF loan payment
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Scheduled CIVIC update with Corporate Network and Civic

PUBLICATIONS

- Publish RFP for East Towne Drive Lighting Project
- Publish Open Book and Board of Review
- Publish Public Hearing for North Mill Street

PUBLIC RECORD REQUESTS

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Scheduled Open Book and Board of Review – April 30 and May 7th, 2024
- Other Committee/Commission meeting agendas & minutes as needed
- Completed Real Estate Requests – 9 March

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
www.hortonvillewi.org

4/4/2024 Director of Public Works Report

Meetings attended:

- Meeting with No Limits Photography to put up donation signage for Alonzo Park upgrades
- Staff meetings
- Department head meetings
- Meeting at High School with HYS, Baseball/Softball Club, School on Otter Miller Master Plan
- Meeting with neighboring property owners of municipal building to discuss landscaping and property lines
- Public Works Committee Meeting 3/21

Current and past projects include:

- Corrosion Control DNR Worksheet completed and sent to DNR on 3/27 to finish off Lead and Copper exceedance requirements.
- RFP bids for 2024 Crack filling/Street Maintenance in April 3
- RFP bids for watershed management planning for Black Otter Lake in March 27
- Working with HYS and High School to redo infields and updates at Otto Miller Park
- Phosphorus reduction planning with McMahon
- Site Surveys for potential stream restoration solutions EOR
- Master Planning at Otto Miller Park with School District and HYS
- Ongoing Alonzo Park upgrades with McMahon and Parkitecture
- Hwy 15 project design meetings with McMahon

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Steber".

Aaron Steber
Director of Public Works
Office: 920-779-6011
Cell: 920-378-3958



Kristine Brownson
Chief of Police

Hortonville Police Department
531 N Nash Street
Hortonville, WI 54944
Office (920)779-6165
Fax (920)779-6189
kbrownson@hortonvillepd.com



Police Chief Report—March 22,- April 4, 2024

Community Programs

- We had a great turnout for Stuff the Cruiser event at Gilbert's.
- HUGE success for the Easter Bunny Hop this past Saturday.

Training and Department Meetings

- Department head meetings
- Attend Highway 15 weekly meetings
- Met with US Cellular concerning department issued phones. They are looking at giving us a price reduction and better coverage. Many agencies are switching over to them.
- Met with TransUnion, SRG Jim Palmer concerning TLO Investigation Database.

Misc Information

- Siren testing (tornado warning) resumes on April 6th at noon.
- (UPDATE) MM was approved at the County Board meeting last week.
 - Hwy MM, approval.
 - Hwy M, (Bi-pass to Village limit) Traffic study indicating heavy traffic area, denied beyond MM.
 - Hwy JJ, (Greendale to Lake St) Traffic study indicating heavy traffic area, denied
 - Nye St, Waiting for Hortonia to approve and place signage.

2024

MARCH

VILLAGE OF HORTONVILLE BUILDING PERMITS

Permit Number	Name	Address	Project	Estimated Proj. Cost	Permit Fee	Permit Type
24-013	Family Insurance Center	313 E Main	Double Sided Illuminated Sign	12,500.00	40.00	Com
24-014	Stan Dorn	448 N Olk	Roof Replacement	25,000.00	50.00	Res
24-015	Family Insurance Center	313 E Main	Office Remodeling	30,000.00	300.00	Com
24-016	Todd & Chrysta Henrickson	221 Brookwood	Furnace & A/C Replacement	9,098.00	100.00	Res
24-017	Randall Rhoden	120 Industrial Park Ave	Roof Replacement	15,000.00	50.00	Com
24-018	Ron & Jamie Harris	217 Gabriel Lane	Refinish Basement	32,975.00	285.00	Res
24-019	Ron & Jamie Harris	217 Gabriel Lane	New Basement Bathroom	4,587.00	71.00	Res

TOTALS	129,160.00
--------	------------

2023			2024		
Permit Types	Number of Permits	Project Cost	Permit Types	Number of Permits	Project Cost
residential total	7	119234	residential total	4	71,660.00
new residential total	1	350000	new residential total		0.00
multi-family total			multi-family total		0.00
comm/ind total	3	118000	comm/ind total	3	57,500.00
municipal, public total			municipal, public total		0.00
Total	11	\$587,234.00	Total	7	\$129,160.00

Prepared by Village office staff