

VILLAGE OF HORTONVILLE
AMENDED AGENDA OF THE VILLAGE BOARD
MARCH 21, 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 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. Jurkovic, Agent 302 W Main Street
 - E. 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. Public Safety Committee
 - B. Public Works Committee
8. Unfinished Business from Previous Meetings
9. New Business
 - A. Discussion and possible action on Aerzen blower pump quote
 - B. Discussion and possible action on Union Contract agreement for 2025-2027
 - C. Discussion and possible action on Contract for Downtown Alley 1 & 2 design options.
 - D. Discussion and possible action on Resolution R-10-24 Fence Easement Fee
 - E. Discussion and possible action on Terrace Manor Subdivision Preliminary Plat
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 Police Union Contract
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 4, 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 7, 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, and Julie Arendt Vanden Heuvel.

Trustees excused: Shauna Keel

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 [Arendt Vanden Heuvel/Olk] to approve as outlined. Roll call vote, 6 ayes, 0 nays, motion carried.

- A. February 15, 2024 Regular Board meeting minutes
- B. Presentation of accounts and other claims against the Village

Agenda Changes

None

Preregistered Citizens to be heard

Julie Arendt Vanden Heuvel, 121 E Main Street, said I speak as a resident and as a village board trustee candidate, not as a board member. A post that was intended to help has actually created several issues. I have received several calls from voters about a recent social media post that Trustee Jim Moeller posted on February 19th. The post was in a neighborhood group the day before the Primary Election. There were several screen captures of this post that were shared beyond what was originally intended. The wheel tax statements made in the post are grossly inaccurate. I quote, "The issue has come up four times and has been narrowly voted down every time and it is coming up again soon."

As a candidate, how am I supposed to respond to these types of things?

To help answer residents' questions, I did a little bit of homework.

First, April 19, 2018, administrator shares that a wheel tax is a possible source of revenue. Quote "it was the consensus of the board to have the administrator get more information." No vote, a consensus.

May 3, 2018, motion made by Peter Olk, seconded by Pat Lund-Moe to move ahead, and initiate a resolution. Again, not a vote to pass or unpass, but a resolution. The ayes were Jeanne Bellile, Al Habeck, Pat Lund-Moe, and Peter Olk. The nays were Kelly Schleif and Dawn Vollbrecht. I was absent that night.

May 17, 2018, no vote, but Peter Olk suggested that the board proceed with a possible public hearing and frequently asked questions.

June 7, 2018, administrator states public information meeting about a wheel tax will be at the next board meeting. We are still in 2018.

June 21, 2018, motion made by Bellile and Arendt Vanden Heuvel to table resolution 8-18 at this time. There were four ayes, Bellile, Arendt Vanden Heuvel, Vollbrecht and two nays, Habeck and Schleif, Peter Olk was absent. That was a vote, to table.

July 19, 2018, non-resident Jim Clegg spoke in favor of a wheel tax.

August 16, 2018, citizen request for wheel tax to be on the agenda. The citizen asking wasn't present at the meeting.

And more recently, September 21, 2023, wheel tax on the agenda due to a request. Possible referendum which wasn't advised by legal counsel.

In summary the wheel tax there haven't been four votes, especially any that were nearly narrowly passed. I have had to share this corrected information with dozens of voters and residents in the last couple of weeks. From August 2018 until September 2023 there was little to no information. Discussion before 2023 only includes two current board members that are physically here at this board.

Other situations recently to note, during the January 4, 2024 board meeting, Jim stated that village legal counsel advised him, it was determined that the information was inaccurate and misleading. Several residents were also told this erroneous information from Jim before and after the meeting.

Another example, it was mentioned by Jim that the cost to keep the traffic lights on Main and Nash was roughly \$80,000 a year. Again, proven wrong.

As a candidate how am I supposed to respond to residents and voters when they ask about erroneous information the night before an election?

As a resident I expect better conduct from our board members. At the very least board members are required to be honest about board activities. The proof is in the meeting minutes. It is not hard to check your facts. Stop spewing lies to the general public. It is my ask as a resident for all board members to be as accurate as possible with all residents. Lying is unacceptable.

Presentation by Todd Timm with the Hortonville Area School District

Todd Timm – HASD presented on the HASD. He said he appreciated the time that he gets to spend with us every year with the update. The last several years he has brought the Wisconsin Department of Public Instruction the report card. Each year the WPI that oversees schools, the HASD is the 40th largest district in the State of Wisconsin out of the 421 school districts. There are about 10 percent of school districts in Wisconsin that are growing, and we are one of them. There are about 90% that are declining in enrollment. We own our own transportation center and own our own food service; those people are our people, and we feel like we get better service from those employees. We are one of the largest employers in the district, again, about 720 employees.

The HASD according to the DPI in the 2023 school report card scored higher than 85% of the other school districts in Wisconsin. We are also a low revenue district. We receive the lowest amount per pupil of any district in the state for our funding.

The population study that we did calls for about 34 new students every year for the next 15 years.

Act 20, the literacy bill, will change the way we are teaching children to read. We are shifting to how we are teaching the younger readers to the way it used to be more phonics based. We are supportive and excited about the legislation.

How we partner with the Village of Hortonville, we partner with the library activities, we appreciate Allie, we do the summer reading program here at the library. We appreciate the work with HYS and the village on the fields that we get to use the softball/baseball programs.

One of the populations that we see increasing the most in our six school buildings are the kids with medical conditions and serious heart conditions, kids that come with trachs, kids that may need a one-on-one nurse, kids with other physical disabilities that require a wheelchair, and some kids that have severe intellectual disabilities, nonverbal autism and such.

We also partner with our district safety team. We do some drills that would be required, and some drills that are not required. We partner with Fire, EMS, and law enforcement and we have a great appreciation for our safety teams, and the professionals here in the building that help us practice those drills.

We also partner with our SRO program. We have 1.5 SROs in the program. We appreciate the Village's support for our SRO's and the safety of our children and teachers. We have a great appreciation for Officer Hauser, and you all know how I feel about Sergeant Bahr, he is one of my most trusted colleagues. We appreciate his leadership and the safety of our almost 4,400 children and 700 employees every day. We appreciate that he is always available anytime, day or night or on the weekend. I hope you are proud of your school district. We are really excited to focus on our future and the areas where we can do better.

Committee Reports

The Library Board met on the last Tuesday of February. The majority of the time we reviewed the annual report which Allie has to supply to the state DPI. She has done an excellent job, the first couple of years it was a major feat. We gave our report from Friends of the Library. Our book sale is May 17th and 18th.

Unfinished Business from previous meetings

None

New Business

Discussion and possible action on Alonzo Park Playground and Splash Pad Design

Administrator Treadwell said that DPW Director Aaron and I met with Parkitecture, and this was the design that we came up with. DPW Steber said that a lot of this playground equipment is wheelchair accessible, some of it is just coming out on the market, so we are getting some of the most state-of-the-art equipment. The whole station is like a relay.

DPW Director Steber said that the yellow leaf structures have light panels on them that will cast shadows onto the poured rubber ground, and they will move along with the sun and cast different colors.

DPW Director Steber said that the splash pad is nature themed, different kinds of cattails, a horsetail, a dragonfly and they are interactive. The kids can turn and squirt their friends. The big one in the middle can be turned as well, so water can squirt water out of either side. There is a stand that when you walk in a child can wave his hand in front of it that will turn the whole thing on. The water will then run continuously for 3-5 minutes (or whatever we set it at).

One modification that we talked about is that this shows partial rubber and partial mulch, we will change to all poured rubber.

In the design there will be shade around the outside with benches and shade structures. This conceptual doesn't show it.

Motion [Arendt Vanden Heuvel/Olk] to approve the playground and splash pad design by Parkitecture. Roll call vote, 6 ayes, 0 nays, motion carried.

Discussion and possible action on CU-1-24

Administrator Treadwell said that this came out of Planning and Zoning for Life Point Church. They tore down the old building that was in the corner of the lot. They are proposing building a community center.

Motion [Arendt Vanden Heuvel/Lund-Moe] to approve CU-1-24 the conditional use additional building as long as there is a drainage plan with the building permit.
Roll call vote, 6 ayes, 0 nays, motion carried.

Discussion and possible action on YMCA Usage of Community Center

Administrator Treadwell said that the YMCA held a chair yoga here a few weeks ago and the executive director reached out and would like to continue to use our space at no charge. Attorney Lehocky stated that for liability reasons we should at least charge for the rental and have a written agreement.

Motion [Arendt Vanden Heuvel/Lund-Moe] for the village to pursue negotiation of a lease agreement with the YMCA.
Unanimous voice vote, motion carried.

Discussion and possible action on Resolution R-09-24 Budget Amendment #2

Motion [Arendt Vanden Heuvel/Moeller] to approve resolution R-9-24.
Roll call vote, 6 ayes, 0 nays, motion carried.

Discussion and possible action on Xylem Quote for UV disinfection bulbs and bulb cleaning for WWTP

Motion [Arendt Vanden Heuvel/Olk] to approve the Xylem quote for the UV disinfection bulbs and bulb cleaning for WWTP.
Roll call vote, 6 ayes, 0 nays, motion carried.

Discussion on Video and Sound System for Community Room

Administrator Treadwell said that he received a quote for Video and Audio.
Discussion on the hearing loop and why that isn't working in the community room.

Report of Village Officials

Clerk-Treasurer: The report is in the packet. The "Class B" Beer/Liquor license has been applied for the former New Horton Inn.

Director of Public Works: The report is in the packet. We did do a significant amount of tree removal from Alonzo Park. We will be getting more trees to come in when the splash pad is done. If completed.

Chief of Police: The report is in the packet.

Library Director: I distributed my packets to you before the meeting started. We will be looking to fill a part-time position, just not sure when that will happen. We have been very busy planning for our summer kick-off carnival, we have three food trucks that will be coming so far. The snake discovery will be coming in from Minnesota along with other amphibians. I have our 2023 wrap up statistics. We have an increase from non-residents a lot of that has to do with Appleton has construction going on. This is really important to see and that is where our funding increases come from. We have significant growing pains, and we are outgrowing our space. We are a community asset.

Attorney: Nothing

Administrator: We are going to start looking for another developer for the area by Sentry. DPW Director Steber and I met out at Alley #3 with the engineering firm, and we are meeting again tomorrow with the company.

Any other miscellaneous topics for future discussion

Trustee Abitz said she had a resident asked about a 25-mph speed limit coming into town from the west side of main street. Administrator Treadwell said that it should be discussed at the Public Safety Committee.

Trustee Abitz would also like to discuss a potential stop sign on Lincoln and Bath.

Communications and Miscellaneous Business

Black Otter Lake District news: Nothing new

Building permit report: The February permit report was submitted.

Hortonville-Hortonia Fire District news: None

Gold Cross Ambulance run reports and news: The February run report was submitted.

Hortonville Civic Association: Nothing new

Senior Activities Committee: We had our potluck and movie this past Monday. Rebuilding together is coming this Monday at 9:00 am. We had a meeting today and two agencies joined us. We worked on planning for Autumn Fest and got the flyer ready for the Hearthstone Museum Tour.

Comments and suggestions from citizens present

None

Motion to go into Closed Session

Motion [Arendt Vanden Heuvel/Lund-Moe] under 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." Roll call vote, 6 ayes, 0 nays. Motion carried.

Board to return to Open Session

Motion [Arendt Vanden Heuvel/Olk] to return to open session. Roll call vote 6 ayes, 0 nays. Motion carried.

Any action on matters discussed in Closed Session

None

Adjournment

Motion [Arendt Vanden Heuvel/OLK] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 8:46 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

**VILLAGE OF HORTONVILLE
COMMITTEE OF THE WHOLE
MARCH 7, 2024 MEETING MINUTES**

President Jeanne Bellile called the meeting to order at 5:00 p.m. in the Community Center at 531 N. Nash St., Hortonville, Wisconsin.

Trustees present: Grace Abitz, Pat Lund-Moe, Jim Moeller (arrived at 5:05 pm), Jane Olk, Julie Arendt Vanden Heuvel

Trustees absent: Shauna Keel

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

Multiuse Trail in Downtown

Administrator Treadwell said that right now the trail will be stopping by the former BMO bank. We will be giving you all the options tonight. We could have the trail go behind Bethlehem school on the north side. The issue will be you will be crossing the driveway access points. The Village owns this and we could remove the parking (but there is really no good way to put the 10 foot bike path without removing the parking that is currently there).

The other option is to continue on through behind the businesses on main street (South side). Currently that is the only access point for businesses, we could see if the establishments would grant an easement.

Trustee Abitz said she thought the route of least resistance would be to have the bike path going right down main street.

Administrator Treadwell said this would then minimize the sidewalks which are being proposed to be 12 feet wide.

Discussion ensued.

The bike trail would end at Spruce Street.

Consensus was to run the bike trail through the downtown. Administrator Treadwell said that we could have a dog filling station/water bottle filling station in Memorial Square. Way finding signs will be part of the downtown design as well.

Adjourn

Motion [Arendt Vanden Heuvel/Olk] to adjourn. Unanimous voice vote, motion carried. The Committee adjourned at 5:48 p.m.

Minutes submitted by

Jane Booth, WCMC
Clerk-Treasurer

March 21, 2024 INVOICE LISTING

VILLAGE INVOICES

March 08, 2024-March 21, 2024

468084	BE's Refreshments	Water- PD	\$	35.75
2365	Brauer Supply & Equipment	Street Signs- 2 Hour Parking	\$	486.65
2-29-24	Brick's Hardware	Supplies- MSC/Streets/WWTP	\$	261.72
171758301030124	Charter Communications	Phone/Internet- March 2024- PD	\$	129.98
171759001030124	Charter Communications	Internet/Email- March 2024- Admin/PD/Library/W/S	\$	134.84
171758901030124	Charter Communications	Internet/Email- March 2024- Admin/PW	\$	159.98
4185127153	Cintas	Floor Mats- MSC/Library	\$	72.52
0F37583637	Cintas Fire Protection	Annual Fire Extinguisher Inspection	\$	1,096.05
658616/618262	Complete Office	Office Supplies- Admin	\$	45.76
75823/75866/75786	Corporate Network Solutions	Internet Outage/Duo Security Monthly Subscription/Caselle Update	\$	271.50
75783	Corporate Network Solutions	SonicWALL & Outagamie County Firewall Issues- PD	\$	750.00
1925	Degal's Repair Shop LLC	Chainsaw Repair	\$	240.33
4563	Degal's Repair Shop LLC	Stihl Chainsaw Chaps & Helmet	\$	184.98
ACH	EFTPS	Federal, FICA taxes for 03/14/2024 Payroll	\$	13,725.26
4371805	Employee Benefits Corporation	Health Reimbursement- March 2024	\$	1,875.21
4378953	Employee Benefits Corporation	Health Reimbursement- March 2024	\$	178.36
4390588	Employee Benefits Corporation	Health Reimbursement- March 2024	\$	57.85
02/24	Fleming, Jay	Return Rent- Alonzo Park- 8/24/24 Rental	\$	92.20
INV-46354	Fox Cities Embroidery	Clothing Allowance- Booth/Stephens	\$	196.48
INV-46383	Fox Cities Embroidery	Clothing Allowance- H. Sherman	\$	94.75
INV-46409	Fox Cities Embroidery	Tumblers- Election Inspectors	\$	200.00
R10000114222	GFL Environmental	Garbage Pick Up- February 2024	\$	1,058.85
Clothing2024-1	Green, Luke	Clothing/Boot Allowance- 2024	\$	232.51
635322	Harter's Fox Valley Disposal	Village Wide Refuse PickUp- February 2024	\$	10,927.00
3199598	Hawkins Ash CPA's	Progress Bill for Audit ending 12/31/23	\$	10,490.00
DPW-0124	Hortonville BP	DPW/Utility Fuel- January 2024	\$	659.57
VillageVoice2024	Hortonville Postmaster	Village Voice Postage- 2024	\$	1,900.00
WS324	Hortonville Water & Sewer Utility	Water/Sewer Billing for 11/29/23-02/27/24	\$	186.94
119218	Journal Communications Inc	Livability Fox Cities/Appleton Magazine- Payment 1 of 2	\$	1,770.00
04012842	Lessor, Amber	Overpayment for Citation- A. Kiesow	\$	109.00
680257745	Lumen	Long Distance Charges for March 2024	\$	0.96
06/24	Magolski, Nicole	Return Rent- Alonzo Park- 6/22/24 Rental	\$	92.20
11595	McClone	Workers Comp Premium- April 2024	\$	2,626.00
11924	McClone	Workers Comp Audit- 23/24	\$	4,792.00
934152	McMahon	2023 Wildwood Phase 2 Paving & Misc Projects	\$	576.00
934158	McMahon	Alonzo Park Upgrades	\$	6,020.00
96754	Menards	Cleaning Supplies- Street/W/S	\$	23.99
R07807029.00	MSA Professional Services Inc.	Hortonville GIS 2024	\$	14,583.75
2600424	NOVA Medical Centers	Physical/Drug Screen- H. Sherman	\$	201.96
6611-116910	O'Reilly Auto Parts	Power Steering Fluid- Streets	\$	10.99
Feb 24	Outagamie County Treasurer	Court Fines- February 2024	\$	408.61
1020574	Outagamie County Treasurer	Winter Maintenance- Snow/Ice Removal/Crack Filling	\$	20,775.96
480059455	Pomp's Tire Service Inc	Lawnmower Maintenance	\$	236.19
22665/22666/22664	Ray's Sanitation	Portable Restroom- 230 Lakeshore Drive/310 E Main/304 E Main	\$	650.00
22459	Ray's Sanitation	Portable Restroom- 230 Lakeshore Drive	\$	240.00
22777	Ray's Sanitation	Portable Restrooms- Alonzo Park	\$	420.00
22778	Ray's Sanitation	Portable Restrooms- Black Otter Park	\$	307.50
4440003	Schwaab Inc	Business Cards- PD	\$	68.50
002832L/2024Apr	Securian Financial Group	Life Insurance Premiums- April 2024	\$	527.00
001	Sturgill, Molly	New Logo Design- Summer Recreation	\$	250.00
7222	Suburban Wildlife Solutions LLC	Muskrat Abatement TID #3 Pond	\$	380.00
717188	Suburban Wildlife Solutions LLC	Squirrel Removal- MSC	\$	2,200.00
2068	Town Counsel Law & Litigation LLC	Legal Services- February 2024	\$	1,320.00
2069	Town Counsel Law & Litigation LLC	Court Services- February 2024	\$	58.00
Permit#16-2024	U.S Postal Service	Mailing Permit #16 Annual Fee	\$	320.00
9957422398	Verizon	Monthly Phone Charges- February 2024	\$	1,028.31
4938816850	WE Energies	Water/Sewer Electric/Gas- February 2024	\$	5,615.96
ACH	Wisconsin Deferred Comp	EE contributions 03/14/2024 Payroll	\$	406.00
Feb 24	Wisconsin Department of Administration	Court Fines-February 2024	\$	1,646.42
ACH	Wisconsin Department of Revenue	TID #3/#4/#5/#6 Annual Fee	\$	600.00
20035/20708	Wisconsin Professional Police Association	Union Dues- February 2024	\$	267.00
680-0000001271	Wisconsin Supremen Court	Annual Continuing Education- Judge Oik	\$	800.00
13066	Wisconsin Timber Rattlers	Tickers for Rattlers Game- Summer Recreation- 2024	\$	1,310.92
ACH	Wisconsin, State of	State W/H for 03/14/2024 Payroll	\$	2,354.20
CM13487	YMCA of the Fox Cities	Member Dues- March 2024	\$	20.00
Invoice Total			\$	118,762.46
03/14/24 Direct Deposit P/R			\$	45,399.61
Grand Total			\$	164,162.07

WATER & SEWER UTILITY INVOICES

March 08, 2024-March 21, 2024

SEPI-24-000803	Aerzen	Air Filters- WWTP	\$	664.14
SEPI-24-001116	Aerzen	Replacement Electric Motor- WWTP	\$	3,566.58
23-012078	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	156.00
24-004177	Badger Laboratories	Total Phosphorous & Ammonia Testing- WWTP	\$	183.00
24-004909	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	156.00
9008519718	Clean Water Testing	Coliform Bacteria Testing	\$	90.00
9008599213	Clean Water Testing	Coliform Bacteria Testing	\$	90.00
75880	Corporate Network Solutions	Installed PC's at WWTP	\$	468.00
450909-00/457888-00	Crane Engineering	Installation of Repaired and Removal of Malfunctioned Effluent Pump #3	\$	4,485.08
9043360776	Grainger	Valve Rebuild Kit	\$	1,405.54
WaterBills2024	Hortonville Postmaster	Water Bill Postage/Quality Report- Water/Sewer- 2024	\$	2,900.00
January 2024	Hortonville, Village of	Payables- January 2023	\$	57,553.92
February 2024	Hortonville, Village of	Payables- February 2023	\$	69,961.00
26600	Martelle Water Treatment	Lab Materials- WWTP	\$	1,776.19
0036648-IN	Northland Electrical Services	Rewire Blower Motor- WWTP	\$	769.31
INV00292313	USA Blue Book	Water Supplies- WWTP	\$	638.74
INV00302554/INV00300317	USA Bluebook	3/4" & 3/8" Meter Gasket/PVC Diaphragm Seal	\$	362.54
215378562	Vorphahl Fire & Safety	Monitor Calibration & Firmware Update	\$	120.00
W&S 0224	WE Energies	Water/Sewer Electric & Gas- February 2024	\$	10,576.91
245417	Wisconsin Emergency Management	2022 Tier II Report Fee	\$	246.00
3556D10739	Xylem Water Solutions	UV Lights for Disinfecting	\$	10,234.27
0196976-IN	Zarnoth Brush Works Inc	Gutter Broom	\$	76.00
Grand Total			\$	166,479.22



Proclamation

By the Village of Hortonville

Whereas, *the economic and aesthetic welfare of the people of Hortonville is largely dependent on the trees and forested lands of the state, and*

Whereas, *everyone in Hortonville benefits directly or indirectly from trees and forested land, and*

Whereas, *trees provide jobs, products, habitat for wildlife, recreational opportunities, and*

Whereas, *trees provide oxygen, help purify the air, stabilize the soil; and assist in the water cycle, and*

Whereas, *trees are an invaluable physical and psychological addition to Hortonville; provide shade, cool the air, and reduce noise levels, and*

Whereas, *trees are an asset, attract tourism, increase property values, and enhance life, and*

Whereas, *tree management increases their benefit to our community through planning, maintenance, timely removal and replacement, and*

Whereas, *well maintained trees benefit present and future generations:*

Now, Therefore, We, the Village Board of Hortonville, do hereby proclaim April 21 through April 27, 2024, as

Hortonville Arbor Week

Jeanne Bellile, Village President

Jane Booth, Village Clerk

Date:



AERZEN

Compressed air, gas
and vacuum solutions

Hortonville WWTF
Att.: Sean Kuske
521 W Cedar St
PO Box 99
HORTONVILLE, WI 54944
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244

Order Confirmation



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Order No.: SEO-24-000542/ 0
Date: 01/26/24
Planned Delivery Date: 04/05/24
Salesperson: Joel Schomo
Salesperson: Ryan Craddock

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE
Shipping Agent: BEST WAY AERZEN SELECTS CARRIER

Your account no.: 21-04323
Phone number: +19207794086
Fax No.:
E-Mail: wwtp@vohortonville.com
Your order number: SEAN KUSKE
Source Quote No.: SEQ-24-000473

Serial No. 1618269 Service Items SEI-001283_S1
Item No.: 032769000, GM 25 S, eingeg. Steuerkurve

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
		1		225.00	225.00
	Incoming Freight - KDL C24013058567				
		1	each	6,086.60	6,086.60
	Standard Overhaul - GM25S Scope of Work: -Refurbish rotating assembly to factory new specification -Includes rebuild kit, timing gears and consumables required for installation -Warranty period is for (1) year				
	2000056413	1	each	3,458.86	3,458.86
	Pair of Rotors				
	163830000	1	each	252.80	252.80
	Blower Sheave				
	156242000	1	each	45.42	45.42

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Order No.: SEO-24-000542/ 0

Page 2 / 2

Blower Bushing	1	225.00	225.00
Outgoing Freight - TBD			
Total / Service Item GM 25 S			10,293.68

Total USD Excl. TAX	10,293.68
Tax Amount	0.00
Total USD Incl. TAX	10,293.68

Ship-to Address:
Hortonville WWTF
521 W Cedar St
HORTONVILLE, WI 54944
USA

For questions on this order, please contact your Regional Service Coordinator.

***To pay an outstanding invoice by credit card, please contact Collections dept:
remittance-usa@aerzen.com ; Call Mike Scotti - (484) 784-6856***

Best regards,

Ryan Craddock

Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



HORTONVILLE PROFESSIONAL POLICE ASSOCIATION WPPA/LEER LOCAL

TENTATIVE AGREEMENTS for a Successor Agreement
to the 2022-2024 Agreement to the

VILLAGE OF HORTONVILLE

March 12, 2024

New Language/Strike-out Language is Deleted

POSITION STATEMENT: All provisions of and attachments to the 2022-2024 Agreement between the parties not modified during these negotiations shall be included in the successor Agreement between the parties for the term of said Agreement. The Association reserves the right to add, delete, or amend proposals through the course of negotiations. Tentative agreements are contingent upon the parties reaching a voluntary settlement, subject to ratification by the Association and the Village of Hortonville.

Tentative Agreement

ARTICLE 3 - DEFINITION OF OFFICER

IMPLEMENT MEMORANDUM OF UNDERSTANDING INTO THE COLLECTIVE BARGAINING AGREEMENT RELATED TO THE LIMITED FULL-TIME OFFICER THAT WAS ADDED DURING LAST 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 ~~80~~ 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 with the exception of one 8-hour shift to equal ~~80~~ 84 hours in a pay period. ~~The 8-hour shift will typically be worked on a Sunday unless mutually agreed upon between the Chief of Police and HPPA.~~ Officers with specialized assignments will work shifts in accordance with those assignments. **The 12-hour schedule equaling 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.**

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.

Prepared by Kevin R Sorenson
WPPA Business Agent

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** ~~for Emergency Call-in Time~~, 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.

ARTICLE 9 - 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 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.

- 9.7 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 ~~forty (40)~~ **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.

THIS WAS AGREED UPON LAST CONTRACT AND WAS BEING HONORED BY VILLAGE. JUST NEEDED TO UPDATE IN THIS CONTRACT

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	Twelve (12) Fifteen (15)
After eight (8) years	Fifteen (15) Seventeen (17)
After eleven (11) (10) years	Seventeen (17) Twenty (20)
After fourteen (14) (12) years	Twenty (20) Twenty-two (22)
After fourteen (14) years	Twenty-five (25)
After seventeen (17) years	Twenty-two (22)
After twenty (20) years	Twenty-five (25)

- 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.

ARTICLE 13 – AUTHORIZED LEAVES

13.1 Basic Sick Leave:

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.**

- 13.9 **Personal Leave:** Eligible full-time officers who have completed their probationary period shall receive sixteen (16) hours of floating, paid personal time. **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.

ARTICLE 16 – WAGES (\$/hour)

<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

ARTICLE 17 - PAY

- 17.4 **Longevity Pay:** ~~Longevity pay shall be available to a full-time officer who has attained five (5) years of continuous full-time employment at a rate of 2%, increasing by 0.2% per year thereafter until 5%, then increasing by 0.1% per year thereafter. A currently eligible officer shall begin receiving this pay at the maximum allowable rate. Longevity pay shall be paid annually approximately on the officer's anniversary date of hire and shall be included with the officer's regular payroll check.~~

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.

ARTICLE 20 – CLOTHING AND EQUIPMENT

20-1 Newly hired employees will receive four (2) uniform pants, four (2) long sleeve uniform shirts, four (2) short sleeve uniform shirts and a winter coat. That officer will then receive \$500 of that calendar year's 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.

REMOVE ALL CURRENT WORDING FROM UNIFORM ALLOWANCE

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P.O. Box 99
Hortonville, WI 54944-0099



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

Nathan Treadwell – Village Administrator

2025-2027 Union Contract Memo

In recent years, The Village has encountered widespread retention challenges across its various departments. To tackle this issue, our initial focus has been on enhancing longevity and vacation benefits, particularly aimed at supporting employees within their initial years of service. Management approaches retention through a three-tiered perspective on employment tenure.

Entry Teir	1-5 Years	2 Officers
Mid Tier	6-10 Years	3 Officers
Top Tier	11+ Years	1 Officer

The Village's objective is retention, aiming to save costs in the long term while remaining conservative regarding the yearly budget's impact. I have left a comment on each change and financial impact below.

8.1 This adjustment extends the working hours for the 3 Road officers to 84 hours per pay period. This allows the Flex Officer to not be required to work every Sunday, which is expected to contribute positively to retention in this position.

8.2 Clarification is provided regarding the criteria for emergency calls, with the timeframe set at under 48 hours. This extension allows officers sufficient time to adjust their sleep schedules if necessary.

9.3 Clarifies the Overtime process between management and personnel.

9.4 Ensures that employees working 84 hours per pay period do not receive overtime pay until after exceeding 84 hours.

9.7 Adjusts the allocation of banked comp time, as previously agreed upon but omitted from the contract for approval. Comp time usage is restricted to periods that do not result in overtime, encouraging its utilization during peak periods such as the summer when SROs are reinstated into the road schedule.

12.1 This changes their vacation to have it sooner but doesn't go as far as to match the Village's staff Vacation plan. This allowed for higher expenditures in payroll rather than overtime created by vacation.

12.2 Introduces the option for the Village to purchase unused staff vacation time, addressing instances where employees would otherwise utilize vacation time to avoid losing it, resulting in increased costs.

13.1 Implements a modest benefit to incentivize employees who remain with the organization for over 20 years, currently applicable to a single employee.

13.9 Enhances employee retention by granting officers two full days of personal time upon reaching four years of service, with an additional day granted after eight years, particularly beneficial for employees at the top of the pay scale.

16. The front-loaded structure of wages serves a specific purpose aimed at facilitating future budgeting for the Village, hence the emphasis on initial compensation. Further elaboration will be provided below. Over a two-year period, raises are implemented at the beginning of each year to mitigate the budgetary impact in the final year, which is divided accordingly. This division proves advantageous as it aligns with employee expectations while yielding savings for the Village.

17.4 The adjustments to longevity benefits notably impact officers in the mid-tier and top-tier of their employment tenure. This straightforward modification can contribute significantly to retaining employees who have dedicated years of service to the Village.

20.1 Increasing the clothing allowance by \$250 offers employees' assistance in covering expenses for new clothing and equipment over time. Additionally, a change has been made to prevent the carryover of unused funds. Furthermore, the language revision removes specific requirements regarding the number of items the Village must provide for new officers.

Financial Impact:

The total budgetary impact outlined below is calculated assuming that all overtime created is utilized by officers in the highest pay scale tier.

- 2025 - \$25,310
- 2026 - \$30,104
- 2027 – \$20,031
- Total – \$75,445

One advantageous aspect of this contract is the gradual reduction of the HHFD SAP catch-up system over the upcoming years, with decreases scheduled for 2025 and 2026. Initially implemented to align with HHFD and EMS for past service years, this adjustment allows flexibility in budget allocation. Should the full amount of \$6524 not be required in 2025, it can be carried over for future year.

SAP Drop Off

- 2025 – \$6,524
- 2026 – \$12,402

I also looked back at the past union contract they were given 2.5% per year, how that compares to General Village Staff is below.

Year	Union	Village
2022	2.5%	2.5%
2023	2.5%	4%
2024	2.5%	6%
Total	7.5%	12.5%

Reviewing the figures presented above, we are essentially aligning with inflation rates and providing a 4% increase annually in wages. Additionally, I have included a wage comparison from other communities in this memo for reference.

Summary:

This contract proposal underwent several revisions. Initially, wage amounts were lower while vacation benefits were higher. I advised reconsideration, highlighting that excessive overtime would limit our capacity for raises. After several rounds of negotiation, we settled on the proposed amounts, optimizing the situation for the Village budget.

This proposal achieves our objective of retaining employees in the mid-tier and top-tier of their employment while also introducing advantageous adjustments for those at the lower end of the spectrum.

Hortonville PD 2024 Comparison Wages

Agency	Start	1 year	2 year	3 year	4 year	5 year	8 year	10 year	15 year	20 year
Chilton PD	\$29.58	\$34.00	\$34.00	\$34.99	\$34.99	\$36.31	\$36.31	\$36.31	\$36.31	\$36.31
Clintonville PD	\$29.22	\$31.77	\$32.72	\$32.72	\$32.72	\$32.72	\$32.72	\$32.72	\$32.72	\$32.72
Kaukauna PD	\$29.88	\$32.76	\$32.76	\$34.65	\$34.65	\$34.65	\$38.46	\$38.46	\$40.00	\$40.00
New Holstein PD	\$30.84	\$33.56	\$36.27	\$36.27	\$36.27	\$36.27	\$36.27	\$36.27	\$36.27	\$36.27
New London PD	\$29.73	\$31.22	\$31.22	\$32.78	\$32.78	\$34.41	\$36.14	\$36.14	\$36.14	\$36.14
Oconto PD	\$32.20	\$32.20	\$32.20	\$32.33	\$32.33	\$32.44	\$32.55	\$32.55	\$32.55	\$32.55
Oconto Falls PD	\$26.54	\$32.42	\$32.42	\$32.92	\$32.92	\$34.91	\$36.95	\$36.95	\$36.95	\$36.95
Omro PD	\$29.48	\$33.07	\$34.86	\$34.86	\$35.91	\$35.91	\$35.91	\$35.91	\$35.91	\$35.91
Seymour PD	\$26.36	\$28.22	\$29.14	\$30.24	\$31.28	\$31.80	\$34.42	\$34.42	\$34.42	\$34.42
Pulaski PD	\$26.16	\$28.13	\$29.16	\$34.10	\$34.10	\$34.10	\$34.10	\$34.10	\$34.10	\$34.10
North Fond Du Lac PD	\$28.67	\$31.49	\$32.40	\$33.35	\$34.32	\$35.69	\$37.83	\$37.83	\$38.97	\$40.14
Waupaca PD	\$26.55	\$30.69	\$31.77	\$32.44	\$33.21	\$33.21	\$33.21	\$33.21	\$33.21	\$33.21
Winneconne PD	\$23.50	\$23.50	\$25.02	\$28.26	\$30.44	\$32.96	\$32.96	\$32.96	\$32.96	\$32.96
Average	\$28.36	\$31.00	\$31.84	\$33.07	\$33.53	\$34.26	\$35.22	\$35.22	\$35.42	\$35.51
Hortonville PD	\$22.62	\$27.49	\$29.75	\$31.67	\$31.67	\$31.67	\$31.67	\$31.67	\$31.67	\$31.67
Difference less from Average	\$5.74	\$3.51	\$2.09	\$1.40	\$1.86	\$2.59	\$3.55	\$3.55	\$3.75	\$3.84
% Difference from Average	20%	11%	7%	4%	6%	8%	10%	10%	11%	11%

Village Of Hortonville Response Proposal

Union Contract Amendments

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 officer to be in charge in the chief's absence.~~

4.2 If there is no Sergeant, the chief or administrator may designate one of the regular full-time officer to be in charge in the chief's absence, with confirmation from the Village Board at the next Village Board meeting.

ARTICLE 5 – Employment Status

5.1 D. A Probationary Officer may be disciplined, suspended, reduced in rank, or discharged at the ~~sole~~ discretion of the Police Chief, ~~or~~ designee of the Village Board, ~~or the Village Board, in Absence of the Police Chief~~ without regard to cause and without recourse to the grievance procedure.

ARTICLE 8 – Hours of Work

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. Court time pay begins when the officer starts work in the Police Department or ~~enters~~ court ~~is in session~~ and ends when the officer departs the Department or ~~leaves~~ court ~~is out of session~~.

8.4 Village Requests that the Sergeant or his designee attend Village Public Safety Meetings, upon request of the Village.

ARTICLE 10 - HOLIDAYS

10.1 The following paid holidays will be granted all regular full-time officers:

- | | |
|------------------------------------|------------------------------------|
| 1. New Year's Day | 7. Day after Thanksgiving (Friday) |
| 2. Friday before Easter | 8. Christmas Eve Day |

- | | |
|--------------------------------------|--|
| 3. Monday designated as Memorial Day | 9. Christmas Day |
| 4. Fourth of July | 10. One half day New Year's Eve Day |
| 5. Labor Day (Monday) | 11. One (1) Personal Day |
| 6. 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. ~~This does not apply to one-half (1/2) day holidays.~~

11.2 Health and Dental Benefits:

- A. A full-time officer is entitled to the benefits of group medical and dental plans provided through the Village. A regular 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 \$0 per month in lieu of single coverage, ~~\$200 per month in lieu of employee/spouse coverage,~~ or \$250 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 from the other insurance company to the Village Clerk annually that he/she is an insured on another health insurance policy.

ARTICLE 13 - AUTHORIZED LEAVES

13.1 Basic Sick Leave:

- A. An eligible officer shall be entitled to twelve (12) sick days per calendar year, earned in increments of ~~one (1) day (i.e. eight (8) hours)~~ per month.
- B. A maximum of (90) days sick leave (720 hours) may be accrued. Sick days shall stop being earned when the accrued days reach (90).
- C. After an officer reaches sixty (90) days of accumulated sick leave, for every four (6) consecutive months of not using a sick day or part thereof, the officer shall receive one 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 of accrued sick leave until they have been employed for a minimum of 8 years. Such payment shall be limited to a maximum of two hundred forty (240) hours at the rate of pay when an officer retired, resigned or died except as noted below. fifty percent (50%) of accrued sick leave with a maximum of 240 hours of~~

sick leave at the rate of pay when an officer retires, resigns in good standing, or died except as noted below.

- 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.

13.6 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.

- 13.8 Unpaid Leave of Absence: 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. While on an unpaid leave of absence an officer shall not receive or accrue any fringe benefits, including but not limited to holiday, vacation, or sick leave, retirement benefits, deferred compensation, or worker's compensation under the Wisconsin Worker's Compensation Act for the time on unpaid leave. An officer who is injured while on an unpaid leave of absence shall not be eligible for Worker's Compensation through the Village. Failure of an officer to return to work upon expiration of the leave or to substantially perform the duties of the position after returning to work shall be cause for termination.

- 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, overstates a leave of absence or engages in gainful employment during a leave of absence, such employee shall be subject to immediate discharge.
- 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.
- 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.

13.10 Personnel Leave:

Eligible full-time employees who have completed their Orientation Period shall receive sixteen (16) hours of paid floating personal day each year. The Department Head shall be notified at least seventy-two (72) hours in advance of the employee's proposed personal day leave request so their wishes and the needs of the Village can be met.

ARTICLE 15 - REIMBURSEMENT FOR TRAVEL

15.1 Private Vehicle Expenses:

- A. An employee shall be reimbursed for travel authorized by the Administrator or 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 Administrator or Police Chief and provide proof of insurance of the private vehicle to be eligible for reimbursement.

15.2 Meals and Lodging:

- ~~A. An officer who is directed or authorized to travel on behalf of or in the service of the Village beyond the borders of the Village and the community in which he or she lives, shall be entitled to be reimbursed for expenditures for meals and necessary overnight lodging. The officer must submit such expenses to the Village Clerk-Treasurer on a Travel Expense Form along with receipts for such meals and lodging, and any necessary and reasonable out of~~

pocket expenditure (see 15.2 G), at the end of the calendar month in which the authorized travel occurred.

B. Reimbursement shall only be for a stay at a licensed hotel or motel and shall be limited to the single room/single person rate. When possible, advance reservations for such lodging will be made by the Department's Administrative Assistant or by the Village Clerk-Treasurer. All such expenses must be approved in advance by the Administrator or Chief.

C. Reimbursement for meals shall be limited to the following, including gratuity:

Breakfast \$6.50

Lunch \$8.50

Dinner \$13.00

Maximum Daily \$28.00.

D. An officer entitled to a meal reimbursement may combine individual meal limits if traveling for two or more meal periods. For example, if no breakfast is purchased, the lunch and breakfast reimbursement may be combined to pay for lunch up to \$15.00 if the officer is traveling between 7:00 a.m. and 3:00 p.m. In no case shall more than \$28.00 per day be reimbursed for meals during a one day period.

E. Alcoholic beverages, smoking materials, or drugs shall not be included in meal expenses.

F. Meal expenses will be allowed only for the officer authorized to travel on behalf of the Village.

G. Certain necessary and reasonable out-of-pocket fees paid by the authorized traveler will be reimbursable. These include, but are not limited to, parking, toll, phone call regarding work, baggage handling, taxi, shuttle, and necessary equipment rental. Receipts for such fees shall be attached to the Travel Expense Form to be reimbursed. A ticket for speeding, unauthorized parking, or any traffic violation, will not be paid or reimbursed by the Village.

- Meals and Lodging: If the Village requires you to travel outside the Village of Hortonville, we will reimburse you 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 the reimbursement.

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

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

- 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 Expense Form. Tickets for driving infractions, unauthorized parking or other violations will not be paid or reimbursed.

ARTICLE 16 - WAGES (\$/hour

<u>Employee</u>	<u>1-1-2022</u>	<u>1-1-2023</u>	<u>1-1-2024</u>
Part-Time Officer	17.82	18.00	18.18
Increase	1%	1%	1%
FT Probation Officer	22.17	22.40	22.63
Increase	1%	1%	1%
Patrol 1 Officer	26.03	26.53	27.03
Increase	\$0.50	\$0.50	\$0.50
Patrol 2 Officer	28.12	28.62	29.12
Increase	\$0.50	\$0.50	\$0.50
Patrol 3 Officer	29.91	30.41	30.91
Increase	\$0.50	\$0.50	\$0.50
Sergeant	30.91	31.41	31.91
Increase	\$0.50	\$0.50	\$0.50

ARTICLE 17 – Pay

17.5 Field Training Officer Pay (FTO): a Field training officer (FTO) shall be paid an additional ~~fifty cents (\$0.50)~~ 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 EMPLOYEMENT

18.1 F. Violation of any of the rules described above are grounds for termination.

ARTICLE 19 - RESIGNATION

19.1 Notification: Unless waived by the Village, an officer planning to voluntary 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: 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 ~~Administrator and Chief Village Board.~~

ARTICLE 20 - CLOTHING AND EQUIPMENT

- 20.1 On or before a newly hired full-time officer's first day of employment, the Village shall outfit the officer if needed, whether full or part time, with the following: Firearm, under belt, duty belt, holster, magazine holder, cuff case, oleoresin capsicum (OC), OC holder, flashlight ring, radio holder, 2 long sleeve uniform shirts, 2 short-sleeve uniform shirts, 2 pair pants, name tag, 1 pair collar brass, shoes/boots (the cost of which shall not exceed \$100), uniform hat, rain coat, jacket, bullet resistant vest, 2 badges, ID card, department keys, taser, taser holster, and clip-on tie. All of the above clothing and equipment is owned by the Village and shall be returned upon termination of employment. All part-time officers will receive equipment which they don't have access to from the list above.
- 20.2 The Chief has the authority to require an officer to purchase needed clothing or equipment, including replacement items. All uniform and equipment purchases, except shirts and pants for the school liaison officer, shall be requisitioned through the Hortonville Police Department. There is a maximum of \$500 hundred dollars (\$500) clothing and equipment allowance annually on Jan. 1st per officer. This five hundred dollars (\$500) is prorated from the 1st of January for a newly hired officer. If an officer requisitions more than \$500 in a year, the officer shall reimburse the Village for the amount exceeding \$500 within thirty (30) days of receiving the clothing or equipment. The school liaison officer may purchase shirts and pants at a store of his/her choosing and shall be reimbursed by the Village upon proof of purchase. These purchases by the school liaison officer shall count against the maximum \$500 annual allowance.

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 when one such family member may have supervisory responsibility over the other or when both the officer and the supervisor may report to the same supervisor. No officer shall take part in the hiring process of an immediate family member.

ARTICLE 27 - DURATION

- 27.1 This Agreement shall be effective as of January 1, 2019 2022 and remain in full force and effect through December 31, 2021 24.

March 14, 2024

Nathan Treadwell
Village Administrator
PO Box 99
Hortonville, WI 54944-0099

Re: Downtown Alley/Greenway Improvements

Dear Nathan,

Thank you for the opportunity to submit this proposal for professional services for improvements to the spaces behind Hortonville's downtown buildings (downtown alley/greenway improvements). Ayres Associates, Inc ("Ayres" or "Consultant") is excited to further develop these concepts. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions. We are happy to discuss this further with you to meet your needs.

Project Description

The Village of Hortonville ("the Village" or "Owner") has public space behind the south side of Main Street, north of Black Otter Creek. In addition, there is an alley and public parking behind the buildings on the north side of Main Street. The Village is interested in improving these spaces to make them more desirable, add connectivity to downtown, and upgrade needed facilities. Ayres drafted an initial concept for downtown improvements as part of the East Central Wisconsin Regional Planning Commission Technical Assistance program in the fall of 2022, and the Village's desire is the coordinate with property owners, create more evolved concepts, and provide the public and business owners with visualizations to show the potential for the spaces.

Master Plan and Design Scope of Services

Task 1: Understand

- Attend virtual project kickoff meeting and develop project schedule
- Assess previous work and research available information
- Develop AutoCAD backgrounds
- Develop opportunity and constraints boards
- Develop precedent image boards
- Attend in-person kickoff meeting and tour site with property owners
- Attend up to five one-on-one meetings with property owners as need

Task 2: Define

- Develop and assess preliminary programming
- Develop workshop boards and process
- Attend visioning workshop with staff and select stakeholders to develop project goals and vision statement
- Develop project goals and vision statement
- Update programming based on goals and vision

Task 3: Brainstorm

- Update precedent image boards to reflect vision and goals
- Develop up to three (3) preliminary design options
- Attend video conference design review meeting to present preliminary designs
- Update concepts based on design review

Task 4: Prototype and Text

- Attend virtual meeting with staff and select stakeholders
- Develop two (2) plan design concepts in AutoCAD
- Attend video conference with staff and select stakeholders to review designs
- Update preferred site plans
- Develop up to (2) site plan renderings
- Develop up to (4) 3D vignettes of specific site features
- Conduct final public information meeting to review final concepts
- Attend village board meeting to present public engagement results and current concepts

Task 5: Implement

- Attend video conference with staff and select stakeholders to review designs and select one preferred design
- Update preferred site plan and rendering
- Prepare final cost estimate
- Prepare final graphics for report
- Develop preliminary project report
- Develop implementation strategy
- Attend video conference with staff and select stakeholders to review preliminary report
- Update final cost estimate
- Develop final report based on staff and select stakeholders feedback
- Attend village board meeting to present final report (if needed)

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Additional Services

- Construction Documentation
- Wetland determination or delineation.
- Environmental Site Assessments.
- ADA review.

- Electrical and Lighting design (by others).
- Retaining wall design (any walls over 4 feet will also need global stability and structural engineering analysis).
- Exterior plumbing (water and sanitary) sizing to be provided by site plumbing designer.
- Structural or foundation design and/or permitting (by others).
- Traffic studies.
- Construction administration services.
- All permitting and public notice fees (by others).
- Soils borings and investigation, including infiltration evaluation and reporting (by others).
- Front-end project bidding manual (by others).
- Private utility coordination (by others).
- Assistance with rezoning, public hearings, and neighborhood contacts.
- Assistance with Developers Agreements.

Schedule

CONSULTANT will complete the scope of services by October 15, 2024. An amendment may be necessary if the project extends past this date

Fee

We will perform the above services for a lump sum amount of \$25,500.00.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

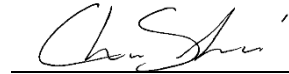
This proposal is valid until June 15th, 2024_unless extended by us in writing.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc

Village of Hortonville
Owner's Name



Chris Silewski, PLA
Landscape Architect

Signature



Keely Campbell
Manager, Development Services Midwest

Name

Title

3/14/24

Date

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely

responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. NOT USED.

25. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

26. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

R-10-24

RESOLUTION AMENDING FENCE EASEMENT FEE
SCHEDULE

WHEREAS, a number of previous Resolutions were adopted over time by the Village of Hortonville Board of Trustees which involved various fee schedules, and

WHEREAS, the Board of Trustees recognize that the need exists to periodically add to, update and/or amend said fee schedule,

THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby amends the Fee Schedule as follows:

Fence Easement Fee - \$50.00 - NEW

IT IS SO RESOLVED this 21st day of March, 2024

Ayes _____

Nays _____

Dated: _____

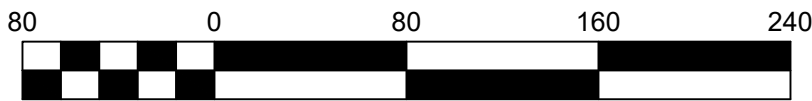
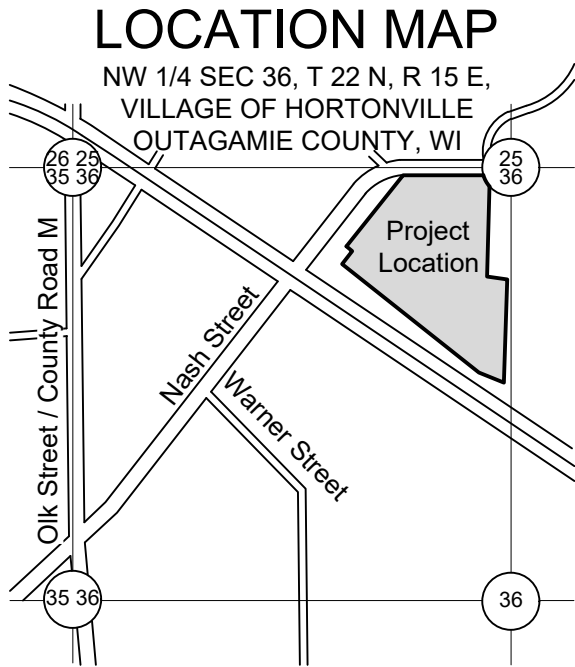
BY THE BOARD

Jeanne Bellile, President

Jane Booth, Clerk-Treasurer

Preliminary Plat of
Terrace Manor

Part of Lot 3 Certified Survey Map 4385 being located in part of the Northeast 1/4 of the Northwest 1/4 of Section 36,
Township 22 North, Range 15 East, Village of Hortonville, Outagamie County, Wisconsin



Bearings are referenced to the North line of the
Northwest 1/4, Section 36, T22N, R15E,
assumed to bear N89°14'12"W, base on the
Outagamie County Coordinate System.

Horizontal Control

Grandview Road Subdivision- Village of Hortonville
Monday, February 12, 2024

Davel Engineering and Environmental
Horizontal Control (per Outagamie County Coordinate System)

Point Number	Northing	Easting	Description
500	592544.88	769548.16	CPT MAG
501	592261.11	769357.00	CPT HUB
502	591972.30	769161.10	IP1 DOT
503	591674.75	769553.99	CPT HUB
504	591949.18	769872.60	CPT HUB

SUPPLEMENTARY DATA

Total Area = 758,552 SF 17.4140 acres
R/W Area = 100,069 SF 2.2973 acres
Net Lot Area = 443,426 SF 10.1796 acres
(3.14 Lots/Acre)

Number of Lots = 32 and 1 outlet
Average lot size = 13,857 SF
Typical lot dimension = 80'x 160'
Lineal feet of street = 1,341 LF
Proposed zoning = R-1

Approving Authorities
Village of Hortonville
Objecting Authorities
Department of Administration
Outagamie County Zoning Commission

NOTES

- Utility and Drainage Easements will be shown on Final Plat

BENCHMARKS (NAVD88)

BM 0	NGS Monument Designation 4W/51 PID DE7465 Elev 800.39
BM 1	Fire Hydrant, Tag Bolt N R/W Grandview Road. Elev 858.44
BM 2	Nail in South Side of Power Pole ±331' E of BM 1 Elev 847.39
BM 3	Nail in West Side of Power Pole S R/W Grandview Road. Elev 842.81
BM4	NW Cor. Of Concrete Pad ±331' S of BM 3 Elev 850.02

SURVEYOR'S CERTIFICATE

I, James R. Sehloff, hereby certify that this Preliminary Plat is a
correct representation of all existing land divisions and features,
and that I have complied with the preliminary plat requirements for
the Village of Hortonville.

James R. Sehloff, P.L.S. No. S-2692 Date

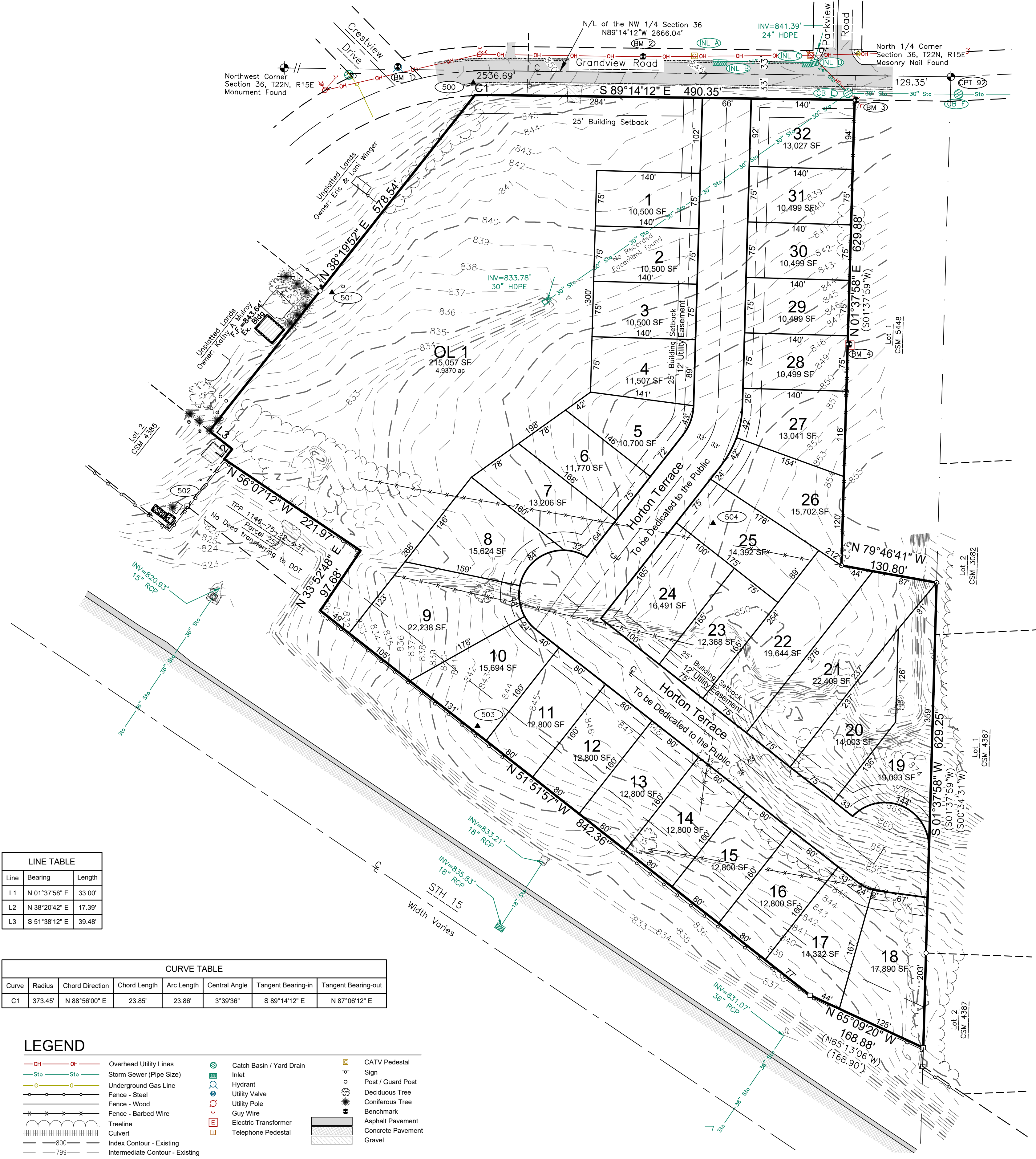
PRELIMINARY PLAT

Terrace Manor
Village of Hortonville, Outagamie County, WI
For: Tom McHugh Construction, LLC

Date:
02/21/2024
Filename:
8108Plat.dwg
Author:
JRS
Last Saved by:
jim
Page
1 of 1

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1886 Fax: 920-441-0804
www.davel.pro

Feb 22, 2024 - 12:37 PM J:\Projects\8108\cm\dwg\Civil_3D\8108Plat.dwg Civil_3D\8108Plat.dwg Printed by: jim



LINE TABLE		
Line	Bearing	Length
L1	N 01°37'58" E	33.00'
L2	N 38°20'42" E	17.39'
L3	S 51°38'12" E	39.48'

CURVE TABLE						
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in / Tangent Bearing-out
C1	373.45'	N 88°56'00" E	23.85'	23.86'	3°39'36"	S 89°14'12" E / N 87°06'12" E

LEGEND

OH	OH	Overhead Utility Lines	CB	Yard Drain	CATV Pedestal
Sto	Sto	Storm Sewer (Pipe Size)	Inlet	Sign	Post / Guard Post
G	G	Underground Gas Line	Hydrant	Deciduous Tree	Coniferous Tree
F	F	Fence - Steel	Utility Valve	Benchmark	
F	F	Fence - Wood	Utility Pole		
F	F	Fence - Barbed Wire	Guy Wire		
T	T	Treeline	Electric Transformer	Asphalt Pavement	Concrete Pavement
C	C	Culvert	Telephone Pedestal	Gravel	
I	I	Index Contour - Existing			
799	799	Intermediate Contour - Existing			

The notice given for this meeting (4 days) is not sufficient for a typical person to accommodate the meeting into their schedule. (Or was that the point?) What is the timeline for the project?

We moved here for privacy and seclusion that you propose to take from us. Most of the surrounding properties have several acres. This subdivision does not fit with its surroundings. Three to five homes (total) on this parcel would match the design of this part of the Village. This proposal seems better suited to Milwaukee. What percent reduction in property tax can we expect due to the loss of value of our property due to this subdivision next door? I wouldn't buy a property bordering this proposal.

Our property has a barb wire fence running the length of this border. If someone trespasses onto our land and hurts themselves who is liable? What is proposed for a privacy and sound barrier bordering our property?

What plans for drainage of the properties for rainwater and sump pump operation will keep this water away from our land? What is the proposed height of the homes? To what extent will our property's current view will be altered or blocked?

Will there be a Home Owners Association governing these properties? What covenants are proposed for them?

It is well known that a good portion of the land in question has very shallow soil to bedrock or ledge. Significant blasting will be required. What is the planned course of action if our well or septic system is contaminated or damaged due to the blasting? How about for foundation damage to buildings?

With the large number of people proposed to inhabit this subdivision, we are concerned about potential for crime, namely trespassing, theft, and vandalism.

How much light (nighttime) and noise pollution can be expected from this subdivision when fully inhabited? Conversely, will these neighboring occupants be made aware that the workshop on the neighboring property operates at all different hours of day and night, which may produce sound and light at any time? Don't build next to a farm and complain of the smell.

Geoff and Julie Holz 920-810-7450

700 Grandview Rd.

**VILLAGE OF HORTONVILLE
PLANNING & ZONING COMMISSION
MARCH 14, 2024 MEETING MINUTES**

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

Members present: Dave Moe, Tom Banker, Barry Hoff, Richard Gruenewald, Mike Bellile, Julie Arendt Vanden Heuvel, Ryan Hansch, and Roger Retzlaff.

Members absent: None

Officials/Staff present: Administrator Nathan Treadwell, Clerk-Treasurer Jane Booth, and Brian Wiedenfeld from MSA

Discussion and possible action on 2-15-2024 planning and zoning commission minutes

Motion [Hoff/Arendt VandenHeuvel] to approve the 2-15-24 meeting minutes.

Unanimous voice vote, motion carried.

Public Hearing on Preliminary Plat "Terrace Manor"

Motion [Arendt Vanden Heuvel/Banker] to open the public hearing. Unanimous voice vote. Motion carried.

Jeff Miles, W7542 Cross Country Lane, said he is here to help answer any questions.

Julie Holz, 700 Grandview Road, said this is butting up to her property and we have a lot of concerns, the property values, and the blasting. One concern is the water runoff, what will be done with the runoff? Possibly of a fence being put up for a border and or privacy.

Administrator Treadwell said there is a storm sewer runoff in the plans. As of right now, there aren't any plans for a fence.

Jim Sehloff, from Davel Engineering – the head surveyor of this project said he had multiple developers see the layout for this. This is single family homes. Out lot 1 is being looked at for a potential park, as the village owns it. There is a high amount of ledge rock there.

Patty Martins, 714 Grandview Road, asked about the size of the lots.

Zach Johnson 700 Grandview Road, asked about any blasting that will be done.

Jim Sehloff, Davel Engineering, said the only lots that will need blasting will be lots 1-5.

Dennis Jochmon, 517 N Westhill Blvd, Appleton, said this is by far the best alternative for this site.

Jim Sehloff, Davel Engineering, said that these houses will be on village sewer and water.

Administrator Treadwell said that there will be sidewalks.

John Martins, 714 Grandview Road, asked about the elevation.

Jim Sehloff, Davel Engineering, said he will do his best to match the elevation that is there.

Lonnie Winger, 568 N Nash has a question about her sidewalk goes nowhere, will it be around that whole property corner?

Administrator Treadwell said you will be responsible for the sidewalk in front of your property.

Mary Murphy, 706 Grandview Road, asked if she will get the money back for the special assessment that she just paid.

Administrator Treadwell said no.

Zach Johnson, 700 Grandview Road, said this is such a gorgeous side of town. It will look like an apartment complex.

Close Public Hearing

Motion [Arendt Vanden Heuvel/Hoff] to close the public hearing. Unanimous voice vote. Motion carried.

Discussion and Possible action on Preliminary Plat for Terrace Manor Subdivision

Retzlaff said this has been in the works for 25 years, and no one wanted to touch it because of the ledge rock.

Ryan Hansch said that as a homeowner that had this done recently, he can certainly sympathize with them.

Arendt Vanden Heuvel asked about the plat and what are we actually approving here tonight?

Nathan said we need a motion for a recommendation to the board to either approve or deny the preliminary plat.

Administrator Treadwell said we have lots that aren't selling with village water and sewer and they are larger lots.

Motion [Retzlaff/Moe] to recommend approving the preliminary plat to the Village Board. Unanimous voice vote, motion carried.

Discussion and Possible action on Industrial Park Variance for Great Lakes Equine

Administrator Treadwell said he sent them a letter stating that they are out of compliance in the Industrial Park. The covenants stated that they need asphalt or concrete in the parking lots. Great Lakes Equine has half concrete and half gravel. All of the businesses requested a variance.

Retzlaff said that some complained that they never got the covenants.

Administrator Treadwell said they all received the covenants. We have the documentation, and all the engineering firms were sent it. In the purchasing documents they signed off on it.

Retzlaff said that Tom Cin Metals signed that they would do some gravel.

Administrator Treadwell said that we don't have a huge staff to keep an eye on all of this and the various covenants.

Arendt Vanden Heuvel asked what prompted this?

Administrator Treadwell said a neighbor complained of the dust.

Richard Gruenewald said that on the original plat map they had it to be all asphalt, and they don't have any asphalt anywhere. This is phase 2 and they are required to have their driveways and parking lot paved, unless they have a variance.

Arendt Vanden Heuvel asked if there were any variances or conditional use on file.

Administrator Treadwell said there are none on file.

Ryan Hansch said his thoughts are why didn't they follow the plan?

Richard Gruenewald said that he lives right next to the Industrial Park, and they are good neighbors. I have gotten complaints from neighbors that have 2 inches of sand in their swimming pool because of the dust. There were hundreds of little pine trees planted along the berm. I am not sure if they all survived. Tom Cin metals planted a group of 3 trees and a fence, and then again, three trees and a fence, but then the fence broke and so on.

The biggest complaint I get is about the dust. All of them said they were going to pave, and they didn't.

Barry Hoff said you are setting yourself up for the future and the precedent we are setting.

Administrator Treadwell said that the complaints that came in were that they knew they are supposed to be paved and they are not.

Motion [Hoff/Gruenewald] to recommend denial of the variance to the village board.
Unanimous voice vote, motion carried.

Discussion and Possible action on Industrial Park Variance for WGB

Motion [Moe/Arendt Vanden Heuvel] to recommend denial of the variance to the village board. Unanimous voice vote, motion carried.

Discussion and Possible action on Industrial Park Variance for Mil Cor LLC

Motion [Bellile/Banker] to recommend denial of the variance to the village board.
Unanimous voice vote, motion carried.

Discussion and Possible action on Industrial Park Variance for Tom Cin Metals

Motion [Moe/Bellile] made a motion to recommend denial of the variance to the village board. Unanimous voice vote, motion carried.

Discussion on Comprehensive Plan update Draft 2

Brian Wiedenfeld from MSA was here to present the Comprehensive Plan update, draft 2. We will be back in April with the full plan. This is a physical, social, and economic road map of what the village has planned for the next 20 years. There will be a mile and a half buffer all along the outside of the Village limits.

Next meeting will be in April with a lot of pictures. There will also be an open house for the community.

Any other topics for future discussion

None

Adjourn

Motion [Banker/Moe] to adjourn. Unanimous voice vote, motion carried. The Commission meeting adjourned at 7:38 p.m.

Minutes submitted by,

Jane Booth, WCMC
Clerk-Treasurer

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ADMINISTRATION

clerktreas@hortonville.wi.gov

MARCH 21, 2024

LICENSES

- Issued dog licenses – 54 January, 31 February
- Change of Agent Form – Kwik Trip

ELECTIONS

- Mailed absentee ballots (68) out for Pres Pref & Spring Election
- Notified Election Inspectors of working the Spring Election
- In-Person Absentee Voting will be held March 19 – March 29

WEBINARS/ZOOM MEETINGS/TRAININGS

- Weekly Department Head Meetings
- Weekly Staff Meetings
- WEC Webinar – 2024 April & Presidential Preference Election
- HR for Small Communities Webinars – March 12-15

FINANCES

- Daily bank deposits
- Hawkins – Ash held the audit March 11-12
- Balance and reconcile accounts/journal entries/prepare invoices
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Import amended budget numbers into CIVIC
- Mailed Personal Property delinquent letters (15) \$4,151.49 total delinquent

PUBLICATIONS

- Publish Original Combination “Class B” Liquor Notice– The Hardtails Saloon – 302 W Main Street (formerly New Horton Inn)
- Publish 6-month Class “B” Fermented Malt Beverage License Notice– Hortonville Youth Sports
- Publish Notice of Public Test of Voting Equipment
- Publish 2024 Crack filling ads for bids

PUBLIC RECORD REQUESTS

- The Justice Society - documents relating to the 2022 November General Election and the 2024 Presidential Preference & Spring Election

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed
- Completed Real Estate Requests – 7 January and 11 February

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3/21/2024 Director of Public Works Report

Meetings attended:

- Meeting with von Briesen & Roper Attorney about potential development
- Meeting with McMahon Engineer at Alley #3 project site
- Staff meetings
- Department head meetings
- Hortonville Youth Sports Meeting 3/6
- WAPA Asphalt Conference 3/13
- Meeting with Black Otter Lake Property Owners
- Meeting at High School with HYS, Baseball/Softball Club, School on Otter Miller Master Plan 3/18
- Comp Plan meeting with MSA 3/20
- Public Works Committee Meeting 3/21

Current and past projects include:

- RFP for 2024 Crack filling/Street Maintenance due April 3
- RFP for watershed management planning for Black Otter Lake due March 27
- Corrosion Control DNR Worksheet to finish off Lead and Copper exceedance requirements.
- Resurface baseball diamond at Miller Park
- Working with HYS and High School to redo infields 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 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

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Police Chief Report—March 8- March 21, 2024

Community Programs

- Stuff the Cruiser event on Saturday, March 23rd at Gilbert's to help the Hortonville Community Food Pantry.
- Planning an Easter Bunny Hop for Saturday March 30th.
- Attended the Police Lights of Christmas kick off meeting to plan events for this Year.

Training and Department Meetings

- Department head meetings
- Outagamie Co CCR/SART Team
- 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

- Processed several evidence requests for the DA's office and municipal court.
- Juvenile audit conducted by the state was conducted and passed inspection.
- (UPDATE) MM will be approved or denied at the next County Board meeting scheduled for next week.
 - ✓ Hwy MM, waiting for approval from the county board
 - ✓ Hwy M, (Bi-pass to Village limit) Traffic study indicating heavy traffic area, denied
 - ✓ Hwy JJ, (Greendale to Lake St) Traffic study indicating heavy traffic area, denied
 - ✓ Nye St, Waiting for Hortonville to approve and place signage.
- Working with Ofc Heiden, applying for local grants to fund police department equipment and investigative tools.
- Working with Ofc Heiden on setting up MACH (Mobile Architecture for Communications Handling) for the department. MACH is another tool to use when and if there is a disaster in the village and emergency personnel is coming to assist from all over the state. This product can also be use every day by officers when performing records checks and investigations.