

VILLAGE OF HORTONVILLE
AGENDA OF THE VILLAGE BOARD
APRIL 17, 2025
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. April 3, 2025 Regular Board meeting minutes
 - B. Licenses and Permits
 - 6 Month Class "B" Beer License Otto Miller Concession Stand
 - Hortonville Youth Sports 130 John Street
 - Danielle Menting, Agent
 - C. Presentation of accounts and other claims against the Village
6. Preregistered Citizens to be heard. – LIMIT 5 MINUTES
 - A. State name and address
 - B. Comments to be limited to 5 minutes
 - C. Pursuant to WI Statutes 19.83(2) and 19.84(2), The Board's role is to listen to public comments, and not to ask questions, discuss, or take action regarding pre-registered citizens comments.
7. Committee Reports
8. Unfinished Business from Previous Meetings
9. New Business
 - A. Discussion and possible action on Appointment of Citizen members of the Commission
 - B. Discussion on creation of potential annual business license
 - C. Discussion and possible action on Resolution R-8-25 No Mow May 2025
 - D. Discussion and possible action on Resolution R-9-25 To Repeal the Amendment to change the Senior Activities Committee Board Membership
 - E. Discussion and possible action on Resolution R-10-25 Creation of Jag Lane
 - F. Discussion and possible action on Memorial Square Engineering Contract
 - G. Discussion and possible action on Manhole Rehab project.
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
[Topics or questions for future agendas only – no discussion or answers, motion to schedule an item]

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
12. Comments and suggestions from citizens present
13. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: MAY 1, 2025

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
APRIL 3, 2025 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, Bob Jewell, Shauna Keel, Jim Moeller, Jane Olk, and Julie Arendt Vanden Heuvel.

Trustees absent:

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

Consent Agenda

Motion [Arendt Vanden Heuvel/Moeller] to approve as outlined with the corrections noted. Roll call vote, 7 ayes, 0 nays, motion carried.

A. March 20, 2025 Regular Board meeting minutes

B. Presentation of accounts and other claims against the Village

Agenda Changes

None

Preregistered Citizens to be heard

None

Committee Reports

None

Unfinished Business from previous meetings

None

New Business

Presentation from Todd Timm on the Hortonville School District

Todd Timm presented an update for the HASD. The continuous improvement plan postcard was handed out and it shows how we measure our success and where we need improvements. We have 4,400 students and 700 employees with our own drivers and our own food service staff. This helps us with employee turnover, and they take pride in their job.

We performed 86 percent higher of the public schools in Wisconsin. We are proud of our academic results, and that is on the Department of Public Instruction. We are seeing an increase in the youth apprentice programs. Mental Health therapy is on site for parents and children. We partner with dentists and doctors and hearing and vision doctors. We partner with our local churches here in Hortonville and Greenville and we provide backpacks full of food for 42 students and their families that don't have food in the evenings or the weekend.

We are keeping an eye out if the Department of Public Instruction would be eliminated. We do receive 1.6 billion dollars in revenue from federal monies. State Supreme Court decisions and what that looks like. We are also keeping an eye on reading; ACT 20 is the transition to phonetics-based instruction.

I just want to add that I really appreciate this board, I appreciate the library, and Judge Olk. I appreciate our police.

Discussion and possible action on 2025-2028 SRO Contract

Chief of Police Bahr said that he met with Todd Timm last week with the changes in the positions. We are out to June of 2028 and our contract ends in 2027. We would likely be going to go to the district without a contract and this allows us time to have numbers. None of the wording in the contract has changed.

Motion [Moeller/ Keel] to accept the 2025-2028 SRO Contract.
Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on potentially selling the Village owned entrance to the Wiouwash Trail to the county on Lakeview

Administrator Treadwell said that he talked to the County regarding buying the entrance to the Wiouwash trail. The Village of Hortonville currently owns the entrance.

Trustee Arendt Vanden Heuvel asked if there was any advantage to the Village keeping it, and would it ever hurt us?

Trustee Abitz asked if they were to relocate the entrance, where could it go?
Administrator Treadwell said that it could go anywhere.

Administrator Treadwell wanted to know if the board wanted to give this to the county. They would rather have a new entrance to stay away from the railroad tracks.

Trustee Moeller asked what if the county built a new entrance and what do we do with the old entrance.

Consensus was that the board was still good with it.

Report of Village Officials

Clerk-Treasurer: The report is in the packet. The Spring Election went well, total voters was 1,247. Jane Olk, Jim Moeller, and Carrie Lathrop were the highest vote getters. This was the highest turnout for a Spring Election EVER!
Lauren should be receiving her Wisconsin Clerk Certification any day now.

Director of Public Works: My report didn't make it in the packet. We are working with McMahon on the sewer covers and for the main street reconstruction. John Street Mill and overlay. They have started work again on Alonzo Park and the schedule is Saturday, May 31. They are starting to paint the water tower, and it should be done in about one month.

Chief of Police: The report is in the packet. Officer Wulgaert started on her own this week, very high marks in her training.

Library Director: The report is in the packet. Our friend's organization is gearing up to take the donations for the rec scholarship.

Attorney: Nothing to report

Administrator: The report is in the packet. There are 12 building permits taken out for Terrace Manor and he has also reached out to me for Natures Haven. Preliminary numbers for the construction of main street, and things are looking pretty good so far.

Any other miscellaneous topics for future discussion

None

Communications and Miscellaneous Business

Black Otter Lake District news: Nothing new, next meeting is Tuesday, April 15 at 5:00 p.m.

Building permit report: The March building report was submitted.

Hortonville-Hortonia Fire District news: Nothing

Gold Cross Ambulance run reports and news: None

Hortonville Civic Association: We just got our sponsorship package today in the mail. The circus will be at Miller Park.

Senior Activities Committee: Nothing new

Comments and suggestions from citizens present

Trustee Abitz wanted to say that she has learned a lot, and we are on the cusp of a new downtown.

Adjournment

Motion [Moeller/Keel] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 6:50 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

April 17, 2025 INVOICE LISTING

VILLAGE INVOICES

April 04, 2025- April 17, 2025

25-044	Automotive Computer Mounts LLC	Squad #23 Set Up	\$	7,066.13
25-045	Automotive Computer Mounts LLC	Remove Police Equipment from Ford F-150	\$	500.00
25-071	Automotive Computer Mounts LLC	Radar Installation & Lightbar- Squad #21	\$	200.00
P81099692	Batteries Plus LLC	Exit Light Batteries- MSC	\$	230.55
040725	Borden, Tammy	Author Presentation- Senior Activities	\$	50.00
3-28-25	Bricks Hardware	Supplies- Streets/Water/Sewer	\$	310.12
171756701032125	Charter Communications	Internet/Email- April 2025- PW/W/S	\$	119.99
242745601040125	Charter Communications	Internet/Email- April 2025- PW/W/S	\$	119.96
171759001040125	Charter Communications	Internet/Email- April 2025- Admin/PD/Library/W/S	\$	145.71
171758901040125	Charter Communications	Internet/Email- April 2025- Admin/PW/Court	\$	159.99
171758301040125	Charter Communications	Phone/Internet- April 2025- PD	\$	139.99
17035	City of Appleton	Publish- Notice of Absentee Voting 2025 Elections	\$	30.95
79010	Corporate Network Solutions	Bitdefender- February 2025- PD	\$	35.40
ACH	EFTPS	Federal, FICA taxes for 04/10/2025 Payroll	\$	15,957.09
4877108	Employee Benefits Corporation	Health Reimbursement- April 2025	\$	6,073.26
INV-62636	Fox Cities Embroidery	Clothing Allowance- A. Bryant/ K. Hooyman/A. Krause/B. Martin/B. Wulgaert	\$	485.02
Clothing2025-3	Gruenwald, Hunter	Clothing/Boot Allowance- 2025	\$	101.46
1194350	Harter's Fox Valley Disposal	Village Wide Refuse Pickup- March 2025	\$	11,946.20
0225202557	History Museum at the Castle	Senior Activites Field Trip	\$	144.00
WS03312025	Hortonville Water & Sewer Utility	Water/Sewer 12/27/2024-03/31/2025	\$	43,020.86
72364	Jeff's Water Conditioning & Plumbing	Refrigerator Water Line Installation	\$	210.00
72448	Jeff's Water Conditioning & Plumbing	Replace Pipe- Otto Miller Park Consession Stand	\$	555.00
8000594-0325	Kwik Trip	Fuel- DPW-March 2025	\$	24.46
00309835-0325	Kwik Trip	Fuel- PD-March 2025	\$	861.87
13454	McClone	Workers Comp Premium- May 2025	\$	2,663.00
2033589	Meat Block, The	Election Food- Brats & Burgers	\$	57.64
14814/16350	Menards	Supplies- Streets/MSC/Water/Sewer	\$	185.02
INV2763611	Metro Sales Inc	Contract Base Charge- March 2025	\$	271.10
014850	MSA Professional Services	2025 Projects- Grandview Urbanization/John St Mill & Overlay/Olk St Lighting	\$	6,154.50
IN255485	Multi Media Channels	Public Hearing	\$	64.18
ACH	Network Health	Total Health Premiums- April 2025	\$	18,115.96
100401872916	Otis Elevator	Opera House Maintenance- 4/1/25-6/30/25	\$	342.66
25CT111	Outagamie County Sheriff	Warrant- Dustin Krause	\$	250.00
Mar 25	Outagamie County Treasurer	Court Fines- March 2025	\$	550.00
1021565/1021566/1021575	Outagamie County Treasurer	Engineering- Mains St/East/West/Central	\$	57,904.91
6	Parkitecture & Planning	Alonzo Park Construction Administration	\$	2,560.00
04/25	Petty Cash	Office Supplies/Staff Celebration- Lisa	\$	100.54
28248/28249	Ray's Sanitation	Portable Restroom- 230 Lakeshore Dr/304 E Main St	\$	510.00
04-25	Rugotska, Shelly	Election Food Reimbursement- Walmart	\$	14.48
002832L/2025May	Securian Financial Group	Life Insurance Premiums- May 2025	\$	520.97
P07940	Service Motor Company	Skid Shoe Replacement- Kubota	\$	189.72
64533/64532	TECC Security Systems	Security Camera Install- Alonzo Restroom & Wellhouse	\$	3,839.11
366765	ThedaCare at Work	EAP Session March	\$	400.00
2529	Town Counsel Law & Litigation LLC	Legal Services- March 2025	\$	780.00
15558	United Cooperative	Duracell Button Batteries	\$	6.59
610926	Verizon	Monthly Phone Charges- March 2025	\$	995.57
03/24	Visocky, Lisa	Network Health Refund- March Coverage Overpayment	\$	77.28
24-062	Watson, Lukas	Refund Builder's Escrow- 24-062	\$	250.00
Mar 25	WI Department of Justice	Background Checks- 2025	\$	7.00
ACH	Wisconsin Deferred Comp	EE contributions 04/10/2025 Payroll	\$	591.00
March 25	Wisconsin Department of Administration	Court Fines-March 2025	\$	2,160.00
ACH	Wisconsin, State of	State W/H for 04/10/2025 Payroll	\$	2,711.15
ACH	Wolf River Community Bank	Principle and Interest- WRCB Fire Truck Loan	\$	6,250.00
CM14457	YMCA of the Fox Cities	Member Dues- April 2025	\$	10.00
Invoice Total				\$ 197,020.39
04/10/25 Direct Deposit P/R				\$ 51,560.38
Grand Total				<u><u>\$ 248,580.77</u></u>

WATER & SEWER UTILITY INVOICES**April 04, 2025- April 17, 2025**

25-005131	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	180.00
25-007198	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	180.00
80191713	Badger Meter	Beacon Network Orion Cellular	\$	727.68
2-28-25	Bricks Hardware	Supplies- Water	\$	16.98
9010146214	Clean Water Testing	Coliform Bacteria Test	\$	96.00
173792	EnergiTech Services	Annual Lift Inspection- PW	\$	215.00
UWS-0325	Hortonville Water Utility	Water Billing for 12/27/2024-03/28/2025	\$	4,748.26
March 2025	Hortonville, Village of	Payables- March 2025	\$	60,576.89
CI-05629	Hydrocorp	Cross Connection Program Inspections- March 2025	\$	409.99
LSPQ52256	Lappen Security Products Inc	Water Tower/Lift Station/Wells- Rekeying	\$	994.50
0843773-IN	Mid-American Research Chemical	Metered Bathroom Deodorizers	\$	538.00
86427	Speedy Clean	Men's Bathroom Cleanout- WWTP	\$	337.50
INV00668781	USA Bluebook	Pump and Tube Assembly for Pumps	\$	690.86
W&S 0325	WE Energies	Water/Sewer Electric & Gas- March 2025	\$	11,300.28
Grand Total			\$	<u>81,011.94</u>

Village Bank Statements- 2025

Accounts	1/1/2025	Q1	Q2	Q3	Q4
Wolf River (Business Money Market)	\$ 118,013.10	\$ 177,811.19			
Associated Bank (Payroll)	\$ 126,993.36	\$ 16,807.30			
Associated Bank (Business Advanced Checking)	\$ 1,586.91	\$ 1,376.91			
Associated Bank (Money Market)	\$ 35,075.94	\$ 25,912.92			
Associated Bank (Nonprofit Premium Checking)	\$ 69,348.14	\$ 48,191.64			
LGIP- General	\$ 30.54	\$ 30.86			
Wolf River (Quarterly-Savings)	\$ 200,346.87	\$ -			
Wolf River (Business Money Market)	\$ 1,189,846.14	\$ 2,356,469.60			
Wolf River (Business Savings- Tax Roll)	\$ 1,392,463.72	\$ 1,202.81			
Wolf River (Donation Account)	\$ 55,971.78	\$ 66,567.86			
Wolf River (Business Money Market)	\$ -	\$ 200,755.87			

Village Investments- 2025

Accounts	1/1/2025	Q1	Q2	Q3	Q4
Village	\$ 268,369.67	\$ 271,964.98			
Cemetery Perpetual Care Reserve	\$ 82,709.75	\$ 89,462.01			

Water/Sewer Bank Statements- 2025

Accounts	1/1/2025	Q1	Q2	Q3	Q4
Wolf River (Municipal Checking)	\$ 222,286.19	\$ 39,562.39			
Wolf River (Business Money Market)	\$ 971,874.12	\$ 544,547.83			
LGIP- Sewer Debt Retirement	\$ 441.30	\$ 446.10			

Water/Sewer Investments- 2025

Accounts	1/1/2025	Q1	Q2	Q3	Q4
Sewer Replacement	\$ 690,511.34	\$ 695,051.40			
Utility Bond	\$ 332,809.11	\$ 335,693.91			
Utility	\$ 287,062.86	\$ 291,797.46			

VILLAGE COMMISSION AND COMMITTEES FOR 4/2025 THROUGH 4/2026

	Term Expires		Term Expires
PLANNING & ZONING COMMISSION		BOARD OF REVIEW	
Village President - Jeanne Bellile	Second Thursday	Village President - 740-2204	Term of Office
Village Trustee - Julie Arendt Vanden Heuvel	Term of Office	Village Clerk/Treasurer	
Ryan Hansch (307 Greenbrier Dr) 715-781-8308 - rhansch@hotmail.com	2026	Trustee - Jane Olk - 660-4402	Term of Office
Barry Hoff (403 N Cherry St) 779-0316 - barry.hoff@prodigy.net	2027	Alternate - Bob Jewell	Term of Office
Richard Gruenewald (215 Spruce St) 8842 - gruenewal5@aol.com	2026	Public Works Committee	
Mike Bellile (PO Box 341) 779-6707	2028	Shauna Keel	Chairperson
Roger Retzlaff (112 Crystal Springs) 209-0655	2028	Bob Jewell	
Tom Banker (203 Greendale Rd) 540-4437 - tom.j.bank@gmail.com	2028	Carrie Lathrop	
Dave Moe (352 Nye St) 428-1986 - davemoe911@gmail.com	2026	Julie Arendt Vanden Heuvel	
Village Attorney, ex officio member		Public Safety Committee	
Village assigned Engineer, ex officio member		Jim Moeller	Chairperson
Appointed / 3 year term		Shauna Keel	
LIBRARY BOARD		Jane Olk	
Village Board Rep -	Term of Office	Bob Jewell	
School District Rep - Kristi Compton	Term of Office	Public Facilities Committee	
Alexia Jandourek	2027	Julie Arendt Vanden Heuvel	Chairperson
Christina King	2027	Shauna Keel	
Mike Wirkus - President	2025	Jane Olk	
Stephanie Holtz	2027	Carrie Lathrop	
Jenna Foth - Secretary	2025	Finance/Personnel Committee	
Appointed / 3 year term (1st meeting in May)		Jeanne Bellile	Chairperson
HISTORIC PRESERVATION COMMISSION (Filled when Needed)		Jim Moeller	
Sherry Henrickson 538-6512		Shauna Keel	
Warren Mueller 250-0814		Julie Arendt Vanden Heuvel	
Julie Arendt VandenHeuvel-Trustee/Historian	Term of Office	HORTONVILLE/HORTONIA FIRE DISTRICT COMMISSIONERS	
Vacant - Citizen Member		Village Trustee - James Moeller	Term of Office
Claire Abitz - Citizen Member		Tom Banker & Mike Bellile	2026
Jeff Middlestead - Citizen Member		Appointed / 2 year term	
Lenard Epps		(Nancy Willenkamp from Hortonia)	
Appointed / 3 year term		(Andy Moeller-at large)	
CAPITAL IMPROVEMENTS PLANNING COMMITTEE		SENIOR ACTIVITIES COMMITTEE	
Village Administrator		Pat Lund-Moe - 3 year term	2027
Village Director of Public Works		Lauren Prochnow - Deputy Clerk/Treasurer	
Village Chief of Police		Joanne Mueller	
Village Library Director		Alternate	
Village Clerk-Treasurer		Rosemary Gorski - citizen 715-321-3747	
ECONOMIC DEVELOPMENT COMMITTEE		Verna Zimmerman	
Village President - Jeanne Bellile	740-2204	Urban Forestry Board	
Village Trustee - Shauna Keel	915-5054		Jane Olk
Financial Institution - Jason Bloxham (PO 459) - JasonB@WolfRiverBank.com	920.422.3692	WEED COMMISSIONER	
Small bus.- Greg Rogers - greg.j.rogers@edwardjones.com	779-6031		
Ind Business member - Jayne Frazier - j.t.f.creative@gmail.com	851-3317		
Chamber- Vacant until filled			
Village Resident - Mark Voight (242 E Main St) - voighters@att.net	851-8080		
ZONING BOARD OF APPEALS		BUILDING INSPECTOR	
Joanne Mueller (215 S Nash St) 250-0815	2027	Paul Hanlon	920-878-0024
Christina King 920-858-0821	2028	VILLAGE ATTORNEY	
Robert Riemer (PO Box 82)779-6320	2026	Ashley Lehocky	920.725.1233
Peter Olk	2026	VILLAGE ENGINEER POOL	
Deb Obry - 920-877-7022	2028	Cedar Corp. - Dennis Steigenberger	920-455-7004
Alt#1- Tom Banker	2028	MSA - Dan Rammer	
Alt#2-Michael Hanson (833 Hickory)779-4563	2027	McMahon Associates - Ron Wolf	751-4200
Appointed / 3 year term		VILLAGE ASSESSOR	
Village Board		Bowmar Appraisal - Nick Marcks	733-5369
Jeanne Bellile - President 920-740-2204	2027	HEALTH OFFICER	
Shauna Keel - Trustee 915-5054	2026	County Health Officer - Natalie Vandeveld	832-5100
Bob Jewell - Trustee 460-4694	2026	[Hortonville Shared Info/Commissions-Committees]	
Julie Arendt VandenHeuvel - Trustee 378-2575	2026		
Jane Olk - Trustee - 920-660-4402	2027		
Carrie Lathrop - 920-202-1602	2027		
James Moeller - Trustee 418-5870	2027		

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



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

Memo: Annual Business License
Nathan Treadwell - Village Administrator

A resident recently approached me with the suggestion of implementing an annual business license and asked why we don't currently have one. I shared some of my concerns about the potential challenges with implementation, but they were insistent that the topic be brought forward for board discussion.

There are potential benefits to establishing an annual business license. For one, it would give the Village a way to connect with new business owners and provide them with resources, such as information about the Fox West Chamber. Additionally, it could create a new revenue stream for the Village, which could be directed toward marketing efforts or the development of promotional materials for the community. At present, we often only become aware of new businesses when we happen to see them while driving through the Village.

However, there are also notable downsides. Some existing business owners may view this as a money grab. While this perception could be softened if the funds were designated specifically for promoting local businesses—perhaps through a dedicated committee consisting of current business owners and a representative from the Village Board—it may still be viewed negatively, especially since similar efforts can already be pursued voluntarily through outside organizations.

Another approach might be to limit the license requirement to home-based businesses. The challenge here lies in identifying which homes are operating businesses. Many startups are launched quietly from homes, and unless someone reports it or it's posted on social media, we often remain unaware. I estimate that in about 90% of cases, individuals starting home-based businesses do not reach out to the Village for guidance, making enforcement of such a policy very difficult.

VILLAGE OF HORTONVILLE

R – 8 – 25

Resolution to Promote No Mow May

WHEREAS, Village of Hortonville residents require food to sustain their lives and one of every three bites of food consumed requires pollinators,

Whereas, the Village has a strong public interest in and duty toward the continuing survival of its residents,

Whereas, the pollinators whose activities generate our food consists of bees, butterflies, moths, birds, as well as many others and these pollinator species are in decline due to pesticide treatments and mowing, urban sprawl, habitat loss, disease and parasites,

Whereas, the formative period for establishment and nourishment of pollinator species occurs in late Spring and early Summer upon emergence from hibernation, at the same time supporting plants emerge and blossom, offering them habitat and forage opportunities,

Whereas, the United States Environmental Protection Agency recognized the necessity of protecting pollinators by establishing the very first “National Pollinator Week” proclamation last year for the week of June 17-23, 2024, and

Whereas, pollinator foraging and development is reduced by leaf removal and mowing of grass,
Now, Therefore,

BE IT RESOLVED that the Village of Hortonville recognize a “No Mow May” initiative for the promotion and education about this critical period for pollinator emergence and survival, allowing for the creation of crucial pollinator-supporting habitat and early Spring foraging opportunities, and that in the yards of residential properties or designated Village owned property by the Director of Public Works, until June 1, 2025 the Village of Hortonville shall temporarily suspend enforcement of Section 26 - 26 “Grass and noxious weed control” Part (a) Weeds prohibited; growth control required.

NOW, THEREFORE, BE IT RESOLVED:

IT IS SO RESOLVED this 17th day of April, 2025.

BY THE BOARD

Ayes _____

Jeanne Bellile, President

Nays _____

Jane Booth, Clerk

VILLAGE OF HORTONVILLE
R – 9 – 25

**RESOLUTION TO REPEAL THE AMENDMENT TO CHANGE THE SENIOR
ACTIVITIES COMMITTEE BOARD MEMBERSHIP**

WHEREAS, the Village of Hortonville and its Village Board desire to provide opportunities for all citizens; and

WHEREAS, the Village Strategic Plan identified the need to develop events and facilities for senior citizens; and

WHEREAS, the Strategic Plan suggested that a senior citizen task force should be created by the Village Board with a chairperson appointed who is a Village Trustee; and

WHEREAS, the Strategic Plan suggested that the task force was to identify government assistance and programs available through local, state, and federal programs;

WHEREAS, the Strategic Plan suggested further that the task force should determine what type of activities are needed and either implement or work with service groups willing to sponsor these activities; and

WHEREAS, the nucleus of a task force exists that has been meeting to identify and implement such activities and work with sponsoring service groups; and

WHEREAS, the task force group has adopted a statement identifying the mission of a Senior Activities Committee;

NOW, THEREFORE, BE IT RESOLVED that a Senior Activities Committee be formed with the mission to focus on educational, recreational and health/wellness opportunities for the senior community in and around Hortonville.

BE IT FURTHER RESOLVED that the membership of the committee shall consist of a Village Trustee, one Village staff, and five interested citizens or service group representatives.

IT IS SO RESOLVED this 17th day of April, 2025.

BY THE BOARD

Ayes _____

Jeanne Bellile, President

Nays _____

Jane Booth, Clerk

AMENDMENT TO CREATE THE SENIOR ACTIVITIES COMMITTEE

WHEREAS, the Village of Hortonville and its Village Board desire to provide opportunities for all citizens; and

WHEREAS, the Village Strategic Plan identified the need to develop events and facilities for senior citizens; and

WHEREAS, the Strategic Plan suggested that a senior citizen task force should be created by the Village Board with a chair person ~~nominated~~ who does ~~not~~ need to be a Village Trustee; and

WHEREAS, the Strategic Plan suggested that the task force was to identify government assistance and programs available through local, state, and federal programs;

WHEREAS, the Strategic Plan suggested further that the task force should determine what type of activities are needed and either implement or work with service groups willing to sponsor these activities; and

WHEREAS, the nucleus of a task force exists that has been meeting to identify and implement such activities and work with sponsoring service groups; and

WHEREAS, the task force group has adopted a statement identifying the mission of a Senior Activities Committee;

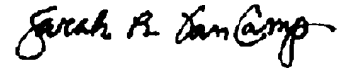
NOW, THEREFORE, BE IT RESOLVED that a Senior Activities Committee be formed with the mission to focus on educational, recreational and health/wellness opportunities for the senior community in and around Hortonville.

BE IT FURTHER RESOLVED that the membership of the committee shall consist of ~~a two Village staff, and five interested citizens or service group representatives.~~

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

Document #: **2326019**Date: **11-11-2024** Time: **2:19 PM**Pages: **1** Fee: **\$30.00**County: **OUTAGAMIE COUNTY** State: **WI**Exempt Code: **2g**

SARAH R VAN CAMP, REGISTER OF DEEDS

This document has been electronically recorded

Return to:

Herrling Clark Law Firm, Ltd

THIS DEED, made between James Land Company LLC, a Wisconsin limited liability company

("Grantor," whether one or more), and Village of Hortonville

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Outagamie County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot Thirty-one (31) and Outlot One (1), Wildwind 2, in the Village of Hortonville, Outagamie County, Wisconsin.

Recording Area

Name and Return Address

Attorney Greg P. Curtis
Herrling Clark Law Firm Ltd.
800 N. Lynndale Drive
Appleton, WI 54914

240111341 and 240111379

Parcel Identification Number (PIN)

This **is not** homestead property.~~(is)~~ (is not)

Exceptions to warranties:

Except for easements, restrictions and covenants of record.Dated November 11, 2024James Land Company LLC

(SEAL)

(SEAL)

* James K. Clegg, Member

(SEAL)

(SEAL)

* _____

AUTHENTICATIONSignature(s) James K. Cleggauthenticated on November 11, 2024* Greg P. CurtisTITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Greg P. Curtis; Herrling Clark Law Firm Ltd.
800 N. Lynndale Drive, Appleton, WI 54914

ACKNOWLEDGMENTSTATE OF WISCONSIN)

) ss.

COUNTY)

Personally came before me on _____, 2024,

the above-named James K. Clegg

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**WARRANTY DEED**

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

*Type name below signatures.

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R-10-25

**RESOLUTION TO ACCEPT OUTLOT 1 AND LOT 31 OF
WILDWIND 2 FOR USE AS A PUBLIC WAY**

WHEREAS, on November 11, 2024, James Land Company, LLC transferred to the Village of Hortonville all of Lot Thirty-one (31) and Outlot One (1), Wildwind 2, in the Village of Hortonville, Outagamie County (“the Property”, by warranty deed (“Deed”)(Exhibit A) for use as a public way; and

WHEREAS, the Village Board of Trustees believes that it is in the public interest to accept the Property for use, among others, as a public way.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees that the Village of Hortonville hereby accepts the transfer of all of Lot Thirty-one (31) and Outlot One (1), Wildwind 2, in the Village of Hortonville, Outagamie County for use, among others, as a public way to be known as Jag Lane.

IT IS SO RESOLVED this 17th day of April 2025.

Ayes _____

BY THE BOARD

Nays _____

Jeanne Bellile, President

Dated: _____

Jane Booth, Clerk-Treasurer

Preliminary Design - \$14,000
Final Design - \$36,000
Total Design Cost - \$50,000

AMENDMENT TO AGREEMENT

Amendment dated March 26, 2025

The Agreement for Professional Services made as of March 14, 2024, between The Village of Hortonville, PO Box 99 Hortonville, WI 54944-0099 (OWNER) and Ayres Associates Inc. 3433 Oakwood Hills Pkwy, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

MEMORIAL PLAZA DESCRIPTION:

A recommendation within the planning document includes the conceptual design of a public space on the corner of Main Street and Mill Street. This public plaza includes a Veteran's Memorial, a flexible performance space, shaded seating, a gateway feature, bike amenities, a drinking fountain, and planters. Along with power and water to support maintenance and seasonal display, the space will become a magnetic gathering space that will serve the diverse population of the Village. Below, you will find the scope of services that the CONSULTANT recommends for developing the conceptual design provided in the Master Plan through construction documents to the final design. It is understood that the intent is for the OWNER to take the construction documents prepared by CONSULTANT and coordinate bidding with the contractor that will be selected for the concurrent roadway reconstruction project scheduled for 2026.

PARKING LOT AND TRAILS DESCRIPTION:

As a result of the Master Planning process, the development of the trail and parking lot connections that run along the south side of Main Street between Nash Street and Mill Street has been identified as a priority for the Village. Given the challenging nature of the existing grades, the proximity to the adjacent Black Otter Creek, and the economic impact to the Main Street businesses, further feasibility has been deemed necessary. The scope of services outlined below is the minimum effort CONSULTANT recommends determining the feasibility of the trail and parking lot improvements. Understanding the potential impact to natural resources, appealing to the adjacent businesses and property owners, maximizing pedestrian safety, and ensuring a sound investment for the Village are all goals this feasibility study aims to achieve.

CONSULTANT will perform the following:

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 Preliminary Design Phase

After written authorization to proceed, CONSULTANT shall produce:

MEMORIAL PLAZA DESIGN DEVELOPMENT

- Create a 100% Design Development set based on the concept created for the master plan. This 100% DD set will include:
 - Cover Page.
 - Demolition Plan.
 - Grading and Drainage Plan.
 - Layout and Materials Plan(s).
 - Planting Plan(s), Schedule, and Details.
 - Construction Details.
 - Preliminary Specifications.

- Preliminary Cost Estimate.

PARKING LOT AND TRAIL DESIGN DEVELOPMENT

- Define approximate limits of impact and determine extents of additional survey to acquire.
- Collect and process identified missing topographic and ALTA survey.
- Digitize floodway and floodplain elevations.
- Combine and integrate new with available surveys and analyze data from previous consultants to create a working base file of existing conditions.
- Develop a schematic design concept for the expanded trail based on newly collected data that incorporates and evolves upon the preferred parking lot concept layout developed by Ayres.
- Perform a design team site visit to confirm assumptions, test concept, and obtain approval for proposed trail and parking lot concept. This meeting may include a portion inviting residents/owners of impacted parcels. Coordination, letters, and invitations to be completed by OWNER.
- Include approved schematic concept in master plan report.

1.2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.2.2 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.2.3 Based on the information contained in the preliminary design documents, submit an opinion of probable Total Project Costs.

1.2.4 Review the Preliminary Design with OWNER.

1.3 Final Design Phase

MEMORIAL PLAZA CONSTRUCTION DOCUMENTS

- Create a 50% Construction Document set based on the 100% Design Development set review comments. This 50% set will include:
 - Cover Page.
 - Demolition Plan.
 - Grading and Drainage Plan(s).
 - Layout and Materials Plan(s).
 - Planting Plan(s), Schedule, and Details.
 - Construction Details.
 - Preliminary Specifications.
 - Preliminary Cost Estimate.
- Create a 100% Construction Document set based on the 50% set review comments. This 100% set will include:
 - Cover Page.
 - Demolition Plan.
 - Grading and Drainage Plan(s).
 - Layout and Materials Plan(s).
 - Planting Plan(s), Schedule, and Details.
 - Construction Details.
 - Final Specifications.
 - Final Cost Estimate.

PARKING LOT AND TRAILS CONSTRUCTION DOCUMENTS

- Create a 50% Construction Document set. This 50% set will include:
 - Further develop concept design and determine feasibility of construction (50% design).
 - Update approved parking lot layout to include feedback from on-site meeting.
 - Develop an alignment and profile for the approved multiuse trail from Nash Street to Mill Street.
 - A preliminary grading and drainage design minimizing impact to existing businesses on Main Street within the project limits.
 - An existing cross sections at 25 foot intervals along the Black Otter Creek stream bank where parking lot and trail improvements encroach on the top of bank.
 - Analysis and review sloping and revetment needs along the parking lot and trail adjacent to Black Otter Creek.
 - Development of preliminary design of storm sewer outfall and surface drainage flume into Black Otter Creek to prevent overland flow and erosion of existing streambank.
 - Development of recommended improvements for stream bank stabilization based on analysis. Design of improvements are not included in this contract.
 - Prepare a roll plot plan illustrating the proposed improvements.
 - Develop a proposed design narrative and initial cost estimate for design and construction.
 - Attend a virtual review meeting with owner to discuss preliminary design and needs summary.

***NOTE: 100% CONSTRUCTION DOCUMENTS FOR THE PARKING LOT AND TRAIL ARE NOT INCLUDED IN THE THS AMENDMENT.**

After written authorization to proceed with the Final Design Phase, CONSULTANT shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.3.4 Review the Drawings and Specifications and present and review them with the OWNER.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

2.1.1 The following services are not included in the amendment but are available for an additional fee to be determined at the establishment of the amendment.

- Bidding phase services.
- Construction phase services.
- 3D renderings and additional marketing material.

- Parking lot and trail final design phase services.

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Article 5.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.3 Providing renderings or models for OWNER's use.

2.1.4 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which may include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto) and providing additional data to the Project outside of the Contract scope.

2.1.5 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in Article 6, paragraph 6.2.2.5.

2.1.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.7 Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.1.8 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.9 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Article 5..

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 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.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.12 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.13 Bear all costs incident to compliance with the requirements of Section 3.

ARTICLE 4 - PERIOD OF SERVICES

4.1 Basic Services for Memorial Plaza and Parking Lot and Trail. The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through the stated level of completion of the Final Design Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design.

4.2 Basic Services for Memorial Plaza only. Acceptance by OWNER of the CONSULTANT's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs shall terminate the services to be rendered thereunder shall be considered complete upon commencement of the Bidding and Negotiating Phase.

4.3 Basic Services. The scope of work for the Memorial Plaza is estimated to be completed by or before August 30, 2025 after written authorization of Notice to Proceed.

4.4 Basic Services. The scope of work for the Parking Lot and Trail is estimated to be completed by July 1, 2025 after written authorization of Notice to Proceed.

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in ARTICLE 1 as follows:

5.1.1.1 A Lump Sum amount of \$89,500 based on the following assumed distribution of compensation:

a. Preliminary Design Phase (Memorial Plaza)	\$14,000
a1. Preliminary Design Phase (Parking Lot and Trail)	\$17,500
b. Final Design Phase (Memorial Plaza)	\$36,000

b1. Final Design Phase (Parking Lot and Trail)	\$22,000
TOTAL THIS AMENDMENT	\$89,500

5.1.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by OWNER.

5.1.1.3 The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Amounts Billed.

5.1.2.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.2.2 Direct Labor Costs Times a Factor Services. The portion of the amounts billed for CONSULTANT's Additional services which are related to services rendered on a Direct Labor Costs times a factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by CONSULTANT's employees multiplied by a factor, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 Annual Adjustments. The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.6.1 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and

subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Section.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.6.)

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and CONSULTANT and specifically set forth in this Agreement as a condition thereto, the following will apply.

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 CONSULTANT will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on CONSULTANT and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. In the case of (3), CONSULTANT shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay CONSULTANT, CONSULTANT's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to CONSULTANT on account of such services. The providing of such service will be the limit of CONSULTANT's responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement 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 Agreement or 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.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 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.

7.3.3 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.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Article 8.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (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 Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. 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 dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. 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 Agreement 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 Agreement prior to exercising other rights under law.

7.9 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 Agreement.

7.10 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.

7.11 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

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

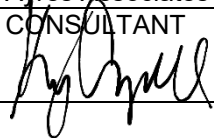
Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

ACCEPTANCE

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc.
		CONSULTANT
	(Signature)	
	(Typed Name)	Keely Campbell, PG
	(Title)	Manager, Development Services Midwest
	(Date)	March 26, 2025



Professional Services Agreement

MSA Project Number: 07807040

This AGREEMENT (Agreement) is made effective April 14, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Dan Rammer

Email: drammer@msa-ps.com

VILLAGE OR HORTONVILLE (OWNER)

Address: 531 N Nash St, Hortonville, WI 54944

Phone: 920-779-6011

Representative: Aaron Steber

Email: dpw@vohortonville.com

Project Name: Memorial Square Design

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: May 2025
Approximate Completion Date: October 2025

The estimated fee for the work is: \$27,300

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OR HORTONVILLE

Aaron Steber
Director of Public Works
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Dan Rammer

Dan Rammer
Team Leader
Date: April 14, 2025

OWNER ATTEST:

Jane Booth
Village Clerk - Treasurer
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Marcus Rue

Marcus Rue
Team Leader
Date: April 14, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA 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. MSA 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.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA 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 MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the 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.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs 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 MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA 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.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

SCOPE OF WORK

PROJECT UNDERSTANDING

The Village of Hortonville is looking for design and construction documents for Hortonville Memorial Square. A concept plan for the space was completed in February 2025, based off this concept, the Village would like MSA to design the project through construction documents and bid in conjunction with the Main Street Construction bid Package. Further recommendations and adjustments to the concept may be required to fit budget needs. Plans and specifications are expected to be completed in October 2025.

SCHEMATIC DESIGN PHASE

- 1) Meet with staff to review project goals, discuss changes/adjustments to the concept plan, and finalize timelines. This meeting is to be **Virtual**.
- 2) Review concept plan and feedback generated during Kick-Off Meeting to generate a refined schematic.
 - a. Anticipated design elements to be considered:
 - i. Site layout
 - ii. Pavement materials and design
 - iii. Amenity design and product selection
 - iv. Landscaping design and character
 - b. Generate Preliminary Engineer's Estimate of Probable Cost for the schematic design to reflect the updated Schematic Design
- 3) MSA will attend a Village Board meeting to review the Schematic Design documents and preliminary cost estimates to garner feedback and gain Village Board approval to continue with the Construction Documentation Phase.

Meetings

- Meeting #1: (Virtual) Kick-off meeting and meeting notes (PDF)
- Meeting #2: (In-Person) Schematic Design review meeting with Village board and meeting notes (PDF)

Deliverables

- (1) Updated Design Exhibit for Meeting Discussions (PDF)
- Preliminary Cost Estimates (PDF)
- Meeting notes (PDF)

CONSTRUCTION DOCUMENT PHASE

- 1) Refine the schematic design based on comments received from the Village Board and Village Staff.
- 2) Assumes topographic survey has been completed and Village to provide.
- 3) Develop final design and bidding documents for the associated improvements. Final design documents include:
 - a. Title Sheet
 - b. Site Demolition Plan
 - c. Site Layout/Geometric Plan
 - d. Site Grading Plan
 - e. Site Utility Plan

- f. Site Details
 - g. Site Erosion Control Plan and Details
 - h. Site Electrical Plan and Details
 - i. Site Amenities Plans and Details
 - j. Site Landscaping Plans and Details
- 4) Project permits as listed below:
- a. Assumes project will be included in Main St project permitting.
- 5) Meet with Village staff with the completion of approximately 80% construction documents to finalize project design, costs, and bidding/construction schedule. This meeting will be Virtual.

Meetings

- Meeting #3: (Virtual) ~80% CD Review Meeting with meeting notes (PDF)

Deliverables

- Approximate 80% Construction Document Set for Review Meeting (PDF)
- Final Construction Documents (PDF) and Bid Documents with Specifications (Word Doc) to be included in the Main St Construction Bid Package.
- Meeting notes (PDF)

BIDDING PHASE

- 1) Project is assumed to be included in the Main St Construction Bid Package.
- 2) Provide engineering assistance regarding any questions or clarification pertaining to the scope of work included in the project.
- 3) Provide addenda if needed for clarification.

Deliverables:

- Final plans for bidding (PDF)
- Specifications including Special procedures for construction (Word document)
- Addenda, if needed (PDF)

Items Provided by The Village:

- Topographic survey, CAD file
- Existing site documentation such as proposed plans, land information on lots, boundaries, easements, utility plans, site plans, etc.
 - CAD files to incorporate into design
- Available GIS data
- Any feedback from public engagement or meetings valid to the understanding of the design goals provided.
- Relevant documentation, plan documents and specifications regarding the Main Street Construction project, necessary to complete the work outlined in this scope of services

Additional Services:

If desired by the Village, MSA can provide the following additional services not included in the attached scope of services:

- Full construction bid set: MSA assumes the plans and specifications in this project scope will be used to supplement a bid package to be completed by others for the Main Street Reconstruction Project.

- Public Engagement & Events: Facilitation of public meetings or attending additional board meetings, or any other meetings outside of the established number of meetings above both in person and virtual.
- 2D and 3D Renderings: Generate 2D or 3D renderings of the project work for promotional efforts
- Grant assistance and administration
- Construction Administration and Observation

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing	\$30/day
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

ESTIMATE

Summit Infrastructure LLC

607 Debruin Rd

Combined Locks, WI 54113

creynolds@summitinfrastructure.com

+1 (920) 809-3737

www.SummitInfrastructure.com



Village of Hortonville

to

Sean Kuske

521 W Cedar St

Hortonville, WI 54944

Manholes 1-10 in 2025 with #10 free = \$24,900

Estimate details

Estimate no.: 100117

Estimate date: 04/14/2025

Project Name: MH Rehab 2025

Project Location: Hortonville, WI

#	Product or service	Description	Amount
1.	Manhole Rehab (Tri-layer)	MH# 173	\$1,230.00
2.	Manhole Rehab (Tri-layer)	MH# 164	\$2,280.00
3.	Manhole Rehab (Tri-layer)	MH# 62	\$3,135.00
4.	Manhole Rehab (Tri-layer)	MH# 18	\$2,580.00
5.	Manhole Rehab (Tri-layer)	MH# 22	\$2,580.00
6.	Manhole Rehab (Tri-layer)	MH# 3	\$3,660.00
7.	Manhole Rehab (Tri-layer)	MH# 370	\$4,500.00
8.	Manhole Rehab (Tri-layer)	MH# 323	\$2,490.00
9.	Manhole Rehab (Tri-layer)	MH# 322	\$2,445.00
10.	Manhole Rehab (Tri-layer)	MH# 313	\$1,680.00
11.	Manhole Rehab (Tri-layer)	MH# 243	\$3,255.00
12.	Manhole Rehab (Tri-layer)	MH# 21	\$2,595.00
13.	Manhole Rehab (Tri-layer)	MH# 64	\$3,435.00
14.	Manhole Rehab (Tri-layer)	MH# 231	\$2,805.00
15.	Manhole Rehab (Tri-layer)	MH# 249	\$2,445.00

16.	Manhole Rehab (Tri-layer)	MH# 240	\$2,595.00
17.	Manhole Rehab (Tri-layer)	MH# 259	\$3,030.00
18.	Manhole Rehab (Tri-layer)	MH# 153	\$2,505.00
19.	Manhole Rehab (Tri-layer)	MH# 154	\$2,040.00
20.	Manhole Rehab (Tri-layer)	MH# 306	\$1,935.00
21.	Mobilization		\$0.00

Total

\$53,220.00

Note to customer

- Includes:
- Clean and prep of manholes
 - Application of polyurea based three-layer system
 - Injection grouting of manholes if needed
 - Minor repairs of walls and benches where needed
 - All materials and labor to complete project
 - 10-year warranty on labor and materials

Water supply to be provided by town

- Excludes:
- Sales and use tax
 - Vac truck or bypass pumping services

Accepted date

Accepted by

Hortonville Public Works

To: Hortonville Utility
Subject: RE: Manhole Rehab Quote

From: Hortonville Utility <wwtp@vohortonville.com>
Sent: Tuesday, April 15, 2025 7:14 AM
To: Hortonville Public Works <dpw@vohortonville.com>
Subject: FW: Manhole Rehab Quote

Here it is from summit. Pretty awesome deal if you ask me

From: Cody Reynolds <creynolds@summitinfrastruct.com>
Sent: Monday, April 14, 2025 9:39 PM
To: Hortonville Utility <wwtp@vohortonville.com>
Cc: Cody Vande Wattering <codyvw@summitinfrastruct.com>
Subject: Manhole Rehab Quote

Hey Sean,

I have the pricing attached here for the manholes we reviewed. There's a total of 20 included. In the list, the first 9 holes fit your budget this year. I'll add the 10th hole for free (MH# 313). That will be half for this year and we'll hold the price on the other 10 for 2026.

Or feel free to select any from the list for this year. I can modify the proposal to include only the ones decided on and send you a copy.

Reach out with any questions.

Thanks Sean

Cody Reynolds
Partner



Wisconsin | Minnesota

P 920.809.3737
E creynolds@summitinfrastruct.com
W www.summitinfrastruct.com

Basically they will do 6 manholes (appx 50 vertical feet) at \$215 per foot (\$10,750). They will have to grout some of the manholes at \$385 an hour for appx 10 hours (\$3,850). They will use appx 100 gallons of grout at \$15 per gallon (\$1500). For a total of \$16,100



Visu-Sewer

Inspect. Maintain. Rehabilitate.

Proposal

To: Sean Kuske
Village of Hortonville
521 West Cedar Street
Hortonville, Wisconsin 54944
(920) 779-4086

From: Mike Olsen
Visu Sewer, LLC.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 4/11/2025

Project: Strong Seal Cementitious Manhole Lining

Visu-Sewer is pleased to offer the following service:

Line the walls and benches six (6) manholes (approximately 50 vertical feet) in the Village of Hortonville using 1/2" of Strong Seal MS-2A. All work will be in accordance with manufacturers' specifications. The price to complete this work is as follows:

Price - \$ 215.00 per vertical foot
(Based on a minimum of 47 vertical feet)

If needed prior to manhole lining, sealing of active leaks will be completed at the T&M rate below. Estimates are based on grouting two manholes:

Time and Material Rate:
Labor – \$385.00 per hour (Port to Port)
(Estimate of (+/-) 10 hours)
Material – \$15.00 per gallon (AV-100 Grout)
(Estimate of (+/-) 100 gallons)

Notes: By executing this agreement, you agree to pay for the actual time spent for mobilization and time on site and material volume to complete the project at the rates above. Manhole lining does not include bypass pumping, lining the invert, installing/rebuilding the bench or the removal of steps or chimney seals.

The Village of Hortonville is asked to provide drivable equipment access to all manholes, water for from nearby hydrants, a washdown site for our equipment and a dump site for debris disposal.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact us at 262-695-2340

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____

Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO



Formerly Northern Pipe, Inc.

2094 County Road QQ
Green Bay, WI 54311
Phone (920) 655-8049
atierney@aqualisco.com
www.aqualisco.com

Quote

Date	Quote #
4/9/2025	1870

Village of Hortonville
P.O. Box 99
Hortonville, WI 54944

Quote Good Thru		Payment Terms		Sales Rep	
		Net 30		AWT	
Description		Unit of Measure	Quantity	Unit Price	Total
Village of Hortonville 2025 Manhole Rehabilitation Project					
Mobilization and Demob of Equipment and Crew - Vactor Truck - Grout Truck - Rehab Truck & Trailer - Pick-up Truck		Lump Sum	1	2,030.00	2,030.00
Full Manhole Rehabilitation using F-170 Corrosion Resistant Concrete - 8 manholes - Clean manhole - Prep manhole by hydroblasting deposits & debris - Repair damaged areas prior to applying F-170 - Grout leaks - Rebuild and repair benches and flowlines - Apply 1/2" F-170 Corrosion Resistant Concrete - Application by spincast with hand trowel finish - covering entire surface area		Vertical Foot	61.5	373.25	22,954.88
Project is slated for summer completion.					
Before and after pictures will be submitted upon completion.					
Customer is responsible for supplying maps, water and dumpsite.					
If approved, please sign and return.					

Please notify Aqualis within thirty days if the quotation is accepted.
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. If prevailing wage apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount (s) to this quote.

Total	\$24,984.88
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531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



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

ADMINISTRATION

clerktreas@hortonville.wi.gov

APRIL 17, 2025

ELECTIONS

- Issued letters to Indefinitely Confined absentee voters that failed to return a ballot for the Spring Election - 6
- Delivered the election supplies to HASD

WEBINARS/ZOOM MEETINGS/TRAININGS

- Weekly Department Head Meetings
- Weekly Staff Meetings

FINANCES

- M, W, F bank deposits
- Balance and reconcile accounts/journal entries/prepare invoices
- Approved payroll, initiated withdrawals
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Monthly reconciliation of bank accounts
- Completed the Quarterly Survey of Property Tax Collections
- 2ND Sales Tax Payment from Outagamie County was received - \$27,170
- Dan will be attending the Municipal Treasurer's Conference – April 30 to May 2
- Filed the Expenditure Restraint Report with the DOR

LICENSES

- Dog Licenses issued – 74 March

PUBLICATIONS

- Hortonville Youth Sports - Class "B" Beer License Publication

PUBLIC RECORD REQUESTS

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed
- Real Estate requests – 5 March

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



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4/17/2025 Director of Public Works Report

Meetings attended:

- Staff meetings
- Department head meetings
- Meeting with High School representatives and consultants about proposed high school project and potential sidewalk replacements
- Black Otter Lake District Meeting 4/15/2025
- Meeting with Conservation Group about potential projects and volunteer opportunities around the Village.
- Meeting with HYS, High School, Baseball Softball Booster Clubs and Martenson to discuss Otto Miller Master Plan concepts
- Meetings with McMahon and Associates & Outagamie County to discuss pricing on all County JJ pricing estimates
- Multiple Meetings with Ruekert Mielke on on-going Bug Tussel construction project

Current and past projects include:

- Arbor Day/Earth Day Celebration at Village Hall will be held on April 23 with two 3rd Grade Classes coming on at 9:30 and two 3rd Grade Classes coming at 11:30.
- 2025 Memorial Square Final Design Proposals
 - o Ayers - \$50,000.00
 - o MSA - \$27,300.00
- 2025 Manhole Rehab Quotes
 - o Summit Infrastructure - \$24,900.00 – 10 manholes, (10 yr warranty on labor and materials)
 - o Visu Sewer - \$16,100.00 – 6 manholes
 - o Aqualis - \$24,984.88 – 8 manholes
- Fox Wolf Watershed Alliance Black Otter Lake Clean-up Schedule for May 3rd, 2025
- Bug Tussel fiber construction is continuing through the Village (see attached route)



Figure 1: Bug Tussel route through Village of Hortonville

Sincerely,

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





Hortonville Police Department
531 North Nash Street
Hortonville, WI 54944-0099
Phone: 920-779-6165
Fax: 920-779-6189
www.hortonvillewi.org

04-17-2025 Police Department Report

Meetings

- Village Department Head Meetings
- Met with Todd Timm to review final SRO Contract Proposal
- Presented for St. Peter and Paul Women's Group (4/14)

Training

- All officers attended EVOC (Emergency Vehicle Operation) on 4/7 and 4/9
- Working with Outagamie County on establishing Rescue Task Force training dates for FD/EMS/LE
- Taser certification set for all officers at Seymour PD on 5/7

Ongoing Projects and Miscellaneous

- Vest partnership grant and updating officers with expired or expiring vests
- Working with district on potential design for SRO squad (will present on a later date)
- Summer schedule nearly complete until 9/1, working through staffing issues
- Tornado Siren activated on awareness day (4/10), operated normally
- Work with funding organizations and time off program for officer in need
- Multiple open records requests for Village and PD
- Working on background check system for Hortonville Recreation Program

Upcoming

- Updating policies
- Emergency Management meeting at municipal center
- May RTF training (multijurisdictional)
- Department Meeting/Training May
- DOJ Handgun Qualification

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



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-946-9945
www.hortonvillewi.org

Nathan Treadwell - Administrator
Village.Administrator@hortonville.wi.gov

Administrator weekly update –4/14/2025

Economic Development

- **Property By Gilberts**
 - Our realtor has connected us with a potential buyer interested in acquiring a one-acre parcel. The buyer is likely to request TID funds to support the development. This appears to be a strong opportunity for the Village to move forward with a type of project we've been aiming to attract.

Projects

- **Managed IT Services**
 - VC3 has officially taken over our IT services contract. We're now beginning to roll out several smaller updates planned for this year. One upcoming change includes transitioning our email addresses to use a domain-specific format, which will enhance our protection against fraud and improve our security posture against dark web threats.

Miscellaneous

- One of our employees is currently hospitalized. In response, the Police Chief has spent time this week applying for assistance programs designed to support law enforcement officers during times of need.
- The Village is doing everything possible within our current policies to support the officer and their family during this difficult period.
- Aaron and I met with the school district, which is currently seeking bids for the construction of a new tennis court. We're collaborating with them via TID 3 to help fund the stormwater infrastructure required for the project.
- I also attended the annual meeting with the East Central Regional Planning Commission, where we discussed our expectations for how their role might evolve in supporting municipalities in the future.

Economic Development

- **Nature's Haven Subdivision**

- I have been in contact now with another developer that is looking into building single family residential homes here. This developer is one we have worked with in the past and seems a little more serious than some of the other developers I have talked with.

Projects

- **Managed IT Services**

- We have officially switched over to VC3 and now we are discussing the timeline for updating some of the systems we have. Specifically related to the physical servers and replacing them with cloud-based solutions that are financially better for the Village and will at the same time not compromise the security.

Misc.

- We bought a new staff fridge for the break room as our current fridge's freezer was going out. We were able to use about \$700.00 from the Villages credit card rewards program to help offset this cost. The rewards are in the form of Amazon gift cards so those are usually used for items for the break rooms but we are going to use the cards we have now toward village expenses rather than employee break room items. We also had a water line installed and the fridge now dispenses water so we are going to be removing our Be's Refreshments contract for water which will save about \$500 a year.
- Had my new board member meeting with Carrie. I have set up the Ipad and her new email address for her. Which will be Clathrop@vohortonville.com

Hortonville Call Report



Run No.	Alert Date & Time	EnRoute	At Scene	Resp Time/Responded From	Code	Problem	Destination	Transport Mode
6305 25	2025-03-05 08:56:19	08:56:21	09:00:31	00:04:12		CHERRY ST & W MAIN ST		
6735 25	2025-03-09 12:56:01	12:56:33	13:05:23	00:09:22		W6981 PARKVIEW DR		
6800 25	2025-03-10 06:40:47	06:42:17	06:52:33	00:11:46		1405 MILL ST		
6832 25	2025-03-10 11:53:38	11:53:41	12:12:47	00:19:09		3925 N GATEWAY DR		
6895 25	2025-03-11 05:52:26	05:52:54	06:02:03	00:09:37		W6981 PARKVIEW DR		
7192 25	2025-03-13 22:21:38	22:23:15	22:34:26	00:12:48		W6981 PARKVIEW DR		
7534 25	2025-03-17 15:52:04	15:52:39	16:01:35	00:09:31		W6981 PARKVIEW DR		
7726 25	2025-03-19 13:00:44	13:00:47	13:08:19	00:07:35		W6981 PARKVIEW DR		
7826 25	2025-03-20 15:31:25	15:32:51	15:43:33	00:12:08		W6981 PARKVIEW DR		
7851 25	2025-03-20 20:18:43	20:18:45	20:31:49	00:13:06		1050 WITTMANN DR		
7980 25	2025-03-22 03:03:43	03:05:47	03:17:37	00:13:54		W6981 PARKVIEW DR		
8111 25	2025-03-23 13:29:16	13:29:17	13:33:36	00:04:20		W6981 PARKVIEW DR		
8168 25	2025-03-24 07:20:23	07:20:53	07:33:33	00:13:10		W6981 PARKVIEW DR		
8228 25	2025-03-24 17:06:29	17:06:53	17:16:46	00:10:17		1405 MILL ST		
8335 25	2025-03-25 19:46:03	19:47:58	19:56:31	00:10:28		W6981 PARKVIEW DR		
8363 25	2025-03-26 04:43:47	04:45:13	04:55:33	00:11:46		W6981 PARKVIEW DR		
8398 25	2025-03-26 13:09:48	13:09:51	13:11:54	00:02:06		CHERRY ST & W MAIN ST		
8589 25	2025-03-28 15:21:28	15:23:15	15:31:27	00:09:59		W6981 PARKVIEW DR		
Non-Emergency		8	Avg Response Time - Emergency		00:08:48			
Emergency		10	Avg Response Time - Non-Emergency		00:12:08			
Stand-By		0	Downgraded to Non-Emergency Enroute					
Total		18	Upgraded to Emergency Enroute					

Senior Activities Committee Update for Village Board March 2025

Our committee met on Thursday, April 10th.

Activities since last meeting:

Review of Activities:

March 17th: Stan Dorn discussed the history of the Hortonville/Hortonia Fire Department. Very interesting presentation with pictures, stories, and equipment displayed. Some new attendees joined us.

April 7th: Greeting cards made from 9-12; potluck at noon; Tammy Borden, author of "Waltraud" joined us and then spoke about her book at 12:45, in partnership with the library. Tammy shared anecdotes from the book about her mother's early life in Nazi Germany. Excellent speaker, good attendance. Senior Activities paid the \$50 speaker fee.

Upcoming Activities:

April 14th: Field Trip to History Museum at the Castle.

April 21st: May Basket assembly. Distribution of baskets will be to Pine Wood, Care Partners, Living Tree, and meals site/home-delivered meals.

Planned events through June and part of July to prep for the summer Village Voice article.

Picnic with the Summer Rec Program tentatively set for July 7th.

Autumn Fest: Will look more closely at program ideas next meeting. Meat Block catering menu was distributed to review for next meeting. Date is reserved at St. Peter and Paul, waiting on rental fee rate. Sponsor letters will be printed and ready to mail by April 21st.

Community/Senior Center: Pat met with Jason from Wolf River Community Bank regarding their vacated building on Nash Street. They have not determined what they will be doing with it as yet. Group requested Pat follow-up to request a tour, if possible. Bethlehem has indicated they will not be ready to start building their new school until five years from now. Pat will talk to Nathan about other options again.

Next meeting is May 1st at noon.

Submitted by Pat Lund-Moe for the Senior Activities Committee