

VILLAGE OF HORTONVILLE
AMENDED AGENDA OF THE VILLAGE BOARD
AUGUST 7 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. July 17, 2025 Regular Board meeting minutes
 - B. Licenses and Permits
 - i. Temporary Class "B" Alcohol Beverage License
Commercial Club of Hortonville 315 N Olk Street
Harley Raffle August 16, 2025
Jerry Anderson in charge
 - ii. Temporary Class "B" Alcohol Beverage License
Hortonville Softball Booster Club 130 John Street
Polar Bear Ice Breaker Tournament September 5-7, 2025
Daniel Kelly in charge
 - iii. Temporary Class "B" Alcohol Beverage License
Hortonville Lion's Club 315 N Olk Street
Sportsman's Raffle August 28, 2025 from 5:00 pm -
10:00 pm
Jan Mallmann in charge
 - 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 Veteran Graves approval for County
 - B. Discussion and possible action on MSA contract for Stormwater Study for Industrial Park 1 & 2
 - C. Discussion and possible action on proposed Concept Plan for Village Property located next to Gilberts
 - D. Discussion and possible action on Ordinance O-3-25 Proposed Annexation of Village Owned Property
 - E. Discussion and possible action regarding resolution R-14-25 Urban Forestry Grant Application

F. Discussion and possible action on appointment of new Library Board Trustee.

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

11. Motion to go into Closed Session State Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Sale of land

12. 5-minute recess to clear meeting room

13. Board to go into Closed Session under State Statute 19.85(1) (e)

14. Board to return to Open Session (roll call vote)

15. Any action on matters discussed in Closed Session

16. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: AUGUST 21, 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
JULY 17, 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: Bob Jewell, Shauna Keel, Carrie Lathrop, Jim Moeller, Jane Olk, and Julie Arendt Vanden Heuvel.

Trustees absent:

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

Officials excused: Clerk-Treasurer Jane Booth

Consent Agenda

Motion [Arendt Vanden Heuvel, Olk] to approve as outlined. Roll call vote, 7 ayes, 0 nays, motion carried.

- A. June 19, 2025 Regular Board meeting minutes
- B. June 19, 2025 COW minutes
- C. Presentation of accounts and other claims against the Village

Agenda Changes

None.

Preregistered Citizens to be heard

None.

Committee Reports

- A. Library Board – we meet on Monday.

Unfinished Business from previous meetings

None.

New Business

Amber Ebert, Hawkins Ash presented on the 2024 Audit.

Discussion and possible action on Memorial Square Design

DPW Steber – Initial engineering drawings, MSA did a shade study to get optimal shade. Dan Ramer from MSA is here tonight. Concept design for entry/gateway for board input. What do you want on it, type of design, etc...

AVH – how tall is it? Is there anyway anyone can jump up and hang from it? Maybe 12-14 feet, the higher you go, the more cost there is. We've reached out to Appleton Sign, and they can size it. Is the intention to be lit, or metal? Certainly, we can have electrical outlets. Discussion ensued.

Board liked the classic arch gateway with light lettering, with options of high brick and low metal base.

Next, DPW Steber asked the board if they had an opinion on garbage, bike racks, memorials, picnic tables, shades.

Board would like to see Village colors included in the concept.

Trustee Arendt Vanden Huevel would like to see the Little Free Library moved and saved, maybe moved by the splash pad or by the trail?

What is the barrier between the alley and the alley ramp? Wall will remain as is and nothing expanded to the east. Best to extend wall to edge of sidewalk. We will try to match. Railing will be put across the top of the wall.

MSA to take the input from board back to their design team to come up with a concept incorporating Village themes within the design, to be reviewed at a later meeting.

Discussion and possible action on Business event promotion on Facebook

Administrator Treadwell stated people have asked to share/post things for businesses or promotional events. Asking for board opinion, other non-profits for fundraisers. How do we promote fairly?

Trustee Arendt Vanden Heuvel voiced concern - are we keeping it equal and equitable. There should be a business association in the community that can share the promotional businesses.

Business should stay with business; government should stay with government. It would be very hard to maintain.

What if a permit is taken out for it, because it's a special event, can we promote that?

Jane Olk – I could say I'm having an adoption event. I could say I'm a business doing this, but I would be promoting the event on my own page.

Trustee Moeller – if there's an event taking place on Village Property, then we can promote because it's on the Village Property. For example, Wolf River has a public event taking place at Alonzo Park, then we could promote it because it's on our property.

Board was in agreement not to go forward with promotion of business events from the Village.

Discussion and possible action on Budget amendment for Construction project on John and Fountain Court

Administrator Treadwell presented that Veteran's memorial is completed. We were unsure if it was going to be done, we had the budget pushed into last year, \$7,920 was the total cost and the project is complete. The cemetery care services portion will pay for stormwater for fountain court, we're using it from cemetery care services, because it's being used from staff for cutting of lawn. The contractor was unable to mow for the cemetery this year, so our staff has taken that on. We shifted that portion set aside to use it for contractual amounts for this.

Motion [Arendt Vanden Heuvel, Moeller] to approve R-13-25 for budget amendment va 1-25
Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Loan for Stormwater Water upgrade

Administrator Treadwell – This is the Loan we're going to take out for TID 3 to pay for the upgrade to the storm sewer we had with Terrace Manor. At the time when we did Grandview Rd they didn't know what they wanted to do with the storm sewer so we couldn't do anything with that parcel. We had to pay for the upgrade for the water for that road. This is to help pay for that. The TID will help pay for the costs. This will be spread over 7 years. The only difference for this is the date for this is for the 21 rather than the 18. This is the only change in the paperwork.

Motion [Arendt Vanden Heuvel, Moeller] to approve the loan for the storm sewer water upgrade at 5.5 % for \$71,360 at Wolf River Bank. Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Certification for Payment #2 – Mueller Electric for the Alonzo generator

DPW Steber – This is the second payout, project is finished. We're going to hold about \$2,000 in retainer because we have a little bit of site demo to finish up. New generator is in, will hold during power outage will control the wheel as long as the generator across from Kwik Trip.

Motion [Moeller, Arendt Vanden Heuvel] to pay second amount to Mueller Electric in the amount of \$47,878. Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on Stormwater Pond Maintenance

DPW Steber – as new subdivisions are being put in and we've been accepting them, we also then accept maintenance on the ponds from DNR when they're put in. We've found that the way they're spec when they're built is problematic, because they're full of nuisance species. We've had a hard time, no one wants to touch them. They're very weed infested, at steep angles, etc... We've had Vande Hey in to inspect and start over and Merjent make them more naturalized. All of this is more expensive than what is in the current budget. Recommendation would be to go through area 3 on Warner St through Merjent through TID 3. It's then just annual maintenance; in the meantime, it's our crews mowing down the annuals. The seed bank has 100's of thousands of species. When native vegetation is established, it's easier to maintain. Discussion ensued.

Motion [Olk, Keel] to approve Area 3 at 110 Warner St at Merjent in the amount of \$15,675

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

Discussion and possible action on Parking change request for 2025 Harley Raffle.

Administrator Treadwell – this is the same thing we do every year.

Motion [Arendt Vanden Heuvel, Moeller] for Thursday Aug 14, for Main Street to be set aside for motorcycle parking for bike night, and Olk Street in front of Commercial Club be set aside for handicap parking on Saturday, August 16. Unanimous voice vote, motion carried.

Discussion and possible action on Alonzo Park Closure 8-10 a.m. August 6th.

One of the companies that makes playground equipment has chosen Alonzo to shoot for playground equipment and close the park and provide them with children. They want to show it off, we need it to be shut down.

Motion [Olk, Arendt Vanden Heuvel] allowing Alonzo Park to be shut down from 8-10 on August 6. Unanimous voice vote, motion carried.

Discussion on Potential Creation of Alley 1 to one way Alley.

Treadwell – This is something to talk to owners about and bring back to the board at a later date if we want to proceed with this. Discussion ensued.

Report of Village Officials

Clerk-Treasurer: The report is in the packet.

Director of Public Works: The report is in the packet. Trustee Jewell – I was approached by a resident with 2 concerns – 1- goose poop on sidewalks, DPW - we're trying to get out there in the morning to spray it off, with all the commotion they've moved considerably. 2- The swings are low; we can still move a couple up to see if that will help the situation. Jeanne – wanted to compliment Public Works for moving the cabinets out, they did a phenomenal job.

Chief of Police: The report is in the packet. Lots of training and events. National Night Out is Tuesday, August 5 from 5-7.

Library Director: I did not have a report in the packet, we've been very busy, just shy of 1200 for the summer program Last year was 1250. It's been a great summer, we're fully staffed, less burnout and doing great.

Attorney: My name is Tyler Pluff. I was in Door County previously and came down to Appleton to Town Counsel.

Administrator: The report is in the packet. I have been working with a few different developers on a few different projects. Our splash pad was featured in the Appleton magazine along with Black Otter Lake Park.

Any other miscellaneous topics for future discussion

Trustee Arendt Vanden Huevel – when I've gone to school board meetings there's a protocol for public comments and it says how it works. Maybe a discussion regarding something on what we can create. I'm talking if somebody came to a meeting and wasn't sure how to proceed I'm not sure how to word it but looking for direction.

Communications and Miscellaneous Business

Black Otter Lake District news: We had our meeting last night, preparing for annual meeting. Did our first sampling and sent it off to the state to get monitoring.

Building permit report: The June building permit report was submitted.

Hortonville-Hortonia Fire District news: Met on the 8th of July, talked on the budget. Fire calls are down. EMS is average. Fire department purchased a new battery-operated jaw, which works underwater. Continuing to keep the old unit. Plan to try to pay for the cost with fund raising money, otherwise will pay with. There was a fire on Gaigg Lane in Hortonia. The HHFD report and budget was submitted. Softball tournament is July 23=25.

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

Hortonville Civic Association: The circus was successful, but 2nd show was rained out. Will be back in 2 years. Planning an event next year for 4th of July.

Senior Activities Committee: In the packet.

Comments and suggestions from citizens present

None.

Motion to appoint Minute taker for Closed Session

Motion [Arendt Vanden Huevel, Jewell] to appoint Shauna Keel as minute taker for Closed Session. Unanimous voice vote, motion carried.

Motion to go into Closed Session

Motion [Olk, Arendt Vanden Huevel] to go into closed session under State Statute 19.85 (1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employe over which the governmental body has jurisdiction or exercises responsibility." Roll call vote, 7 ayes, 0 nays, motion carried.

5-minute recess to clear meeting room

Board to return to Open Session

Motion [Moeller, Jewell] to return to open session at 7:45 p.m. Unanimous voice vote, motion carried.

Any action on matters discussed in Closed Session

None.

Adjournment

Motion [Moeller, Olk] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 7:47 p.m.

Minutes submitted by,

Lauren Prochnow, WCMC
Deputy Clerk/Treasurer

August 07, 2025 INVOICE LISTING

VILLAGE INVOICES		July 18, 2025- August 07, 2025	
4004235380-0725	Assurity	Employee Disability Insurance- July 2025	\$ 498.48
07/25	Blansette, Kelli	Return Deposit- Community Center- 7/19/25	\$ 50.00
0525	BMO Harris Bank	May Charges- 2025	\$ 7,832.10
0625	BMO Harris Bank	June Charges- 2025	\$ 5,478.30
2131	Bowmar Appraisal Inc	Assessor Contract- July-September 2025	\$ 4,100.00
250024	Brauer Supply & Equipment	Street Signs (27)	\$ 1,884.00
250034	Brauer Supply & Equipment	Street Signs (14)	\$ 733.00
8397	Capital R Coatings Inc	Replace Sidewalk/Aprons- Hortonville High School	\$ 73,973.00
171758301070125	Charter Communications	Phone/Internet- July 2025- PD	\$ 139.99
242745601070125	Charter Communications	Internet/Email- July 2025- PW/W/S	\$ 119.96
171759001070125	Charter Communications	Internet/Email- July 2025- Admin/PD/Library/W/S	\$ 145.48
171758901070125	Charter Communications	Internet/Email- July 2025- Admin/PW/Court	\$ 159.99
171756701072125	Charter Communications	Internet/Email- August 2025- PW/W/S	\$ 119.99
07/25	Claybaugh, Siri	Summer Rec Reimbursement- Timber Rattlers Kids Zone Wristb	\$ 49.00
07-25	Claybaugh, Siri	Summer Rec Reimbursement- Dollar Tree/Walgreens	\$ 115.66
IN00359834	Convergent Technologies	Security Access Agreement- MSC/Library	\$ 1,073.70
5851/5859	Degal's Repair Shop LLC	Lawnmower Maintenance- Simplicity Legacy/Sero Turn	\$ 949.48
ACH	Delta Dental	Dental Insurance Premiums- August 2025	\$ 1,542.82
ACH	EFTPS	Federal, FICA taxes for 07/17/2025 Payroll	\$ 16,435.89
ACH	EFTPS	Federal, FICA taxes for 07/31/2025 Payroll	\$ 17,468.38
4989438	Employee Benefits Corporation	Health Reimbursement- July 2025	\$ 117.77
5005628	Employee Benefits Corporation	Health Reimbursement Admin Fee- July 2025	\$ 75.65
5013095	Employee Benefits Corporation	Health Reimbursement- July 2025	\$ 501.51
5020219	Employee Benefits Corporation	Health Reimbursement- July 2025	\$ 76.22
5027393	Employee Benefits Corporation	Health Reimbursement- August 2025	\$ 117.32
31172	Fox Valley Firearms	J. Sweeney Clothing Allowance	\$ 75.00
R10000176409	GFL Environmental	Garbage Pick Up- July 2025	\$ 1,573.96
07/25	Gilbert's Sentry	Senior Activities Supplies	\$ 16.99
07-25	Gilbert's Sentry	Storytime Program Supplies- Library	\$ 46.07
31034	Greg Young Ford	Repair AC- 2013 Ford F250	\$ 1,241.89
1374047	Harter's Fox Valley Disposal	Village Wide Refuse Pickup- July 2025	\$ 11,988.60
Reimbursement2025-1	Hauser, Bryan	Reimbursement- SRO Training	\$ 45.00
DPW-0525	Hortonville BP	DPW/Utility Fuel- May 2025	\$ 955.89
DPW-0625	Hortonville BP	DPW/Utility Fuel- June 2025	\$ 1,350.82
FireDues2025	Hortonville-Hortonia Fire District	Fire Department 2% Dues- 2025	\$ 17,243.67
25-011	Ikon Custom Builders	Refund Builder's Escrow- 1207 Esther Ann Lane	\$ 250.00
P007004875-July25	Illinois Mutual	Employee Disability Insurance- July 2025	\$ 93.96
63193836/63193837/6	Ingram	Children, Teen & Adult Library Books	\$ 1,734.55
Clothing2025-2	Kuske, Sean	Clothing/Boot Allowance- 2025	\$ 71.96
00309835-0625	Kwik Trip	Fuel- PD-June 2025	\$ 1,027.24
07-25	Lathrop, Carrie	League of WI Municipalities Conference Reimbursement	\$ 300.00
09FA826	Marathon County Clerk of Courts	Warrant- Brandon Anderson	\$ 500.00
5569	Mathewson Monuments	Replaced Veterans Bricks	\$ 7,920.00
13458	McClone	Workers Comp Premium- September 2025	\$ 2,663.00
939773	McMahon	CCT Study and Proposal	\$ 190.00
23893/24373	Menards	Supplies- Streets/Water	\$ 89.31
INV2823238	Metro Sales Inc	Contract Invoice- Library	\$ 115.07
INV2849129	Metro Sales Inc	Contract Base Charge- June 2025	\$ 128.00
07/25	Meyers, Hunter	Return Deposit- Alonzo Park- 7/12/25	\$ 50.00
0853075-IN	Mid-American Research Chemical	Urinal Screens	\$ 270.67
017990	MSA Professional Services	2025 Projects- John St Mill and Overlay/Grandview Road Urban	\$ 4,263.75
018214	MSA Professional Services	Hortonville 2023 Stewardship Administration	\$ 137.00
018518	MSA Professional Services	Memorial Square Design	\$ 3,810.58
018637	MSA Professional Services	Hortonville GIS 2025	\$ 1,135.00
ACH	Network Health	Total Health Premiums- August 2025	\$ 17,219.96
063025	New London Public Library	Book Replacement- Library	\$ 24.99
07/25	Noll, Mckenzie	Return Deposit- Alonzo Park- 7/20/25	\$ 50.00
Booth2025	Notary Bond Renewal Service	Four Year Notary Renewal- Jane Booth	\$ 30.00
CINV_002815	NWTC	Evoc Training- April 2025	\$ 200.00
CINV_002549	NWTC	Firearms Range- February 2025	\$ 75.00
104216905	Occupational Health Centers	Physical- K. Blader- PD	\$ 487.00
6611-144814	O'Reilly Auto Parts	Oil Filters- PD	\$ 39.65
6611-146002/6611-14	O'Reilly Auto Parts	Truck Maintenance Supplies	\$ 159.67
1021828	Outagamie County Treasurer	General Maintenance/Engineering- Givens Rd/Engineering- Mai	\$ 15,392.37
1021898	Outagamie County Treasurer	Engineering- Givens Rd/Engineering- Main Street	\$ 12,845.89
4635	OWLS	Office Supplies/Office 365 License/SLP Bookmarks & Brochures-	\$ 1,268.50

3321051135	Pitney Bowes	Postage Machine Lease June 6, 2025-Sep 5, 2025	\$	175.98
HVPD- Bladder	Psychologie Clinque S.C.	Psych Evaluation- Kaylee Blader	\$	650.00
29928/29929	Ray's Sanitation	Portable Restroom- 230 Lakeshore Dr/304 E Main St	\$	460.00
45820156July2025	Reserve Account	Machine Postage- Pitney Bowes	\$	2,000.00
07-25	Rugotska, Shelly	2025 Municipal Court Clerk Conference	\$	300.00
D49599	Schmidt Boat Lifts & Docks	Easy Way Dock- Alonzo Park	\$	1,735.58
002832L/2025Septem	Securian Financial Group	Life Insurance Premiums- September 2025	\$	561.70
2026	Sheboygan Warning Systems	Annual Maintenance- Emergency Sirens	\$	667.00
1065-5	Sherwin-Williams	Paint- Street/Parking Lot Lines	\$	987.19
1541-5	Sherwin-Williams	Street/Parking Lot Paint	\$	220.97
63025	Shiocton Public Library	Damaged Item Replacement	\$	50.00
07/25	Sokolski, Mitch	Reimbursement- SRO Training	\$	36.00
88298	Speedy Clean	Televise Storm Sewer- Olk Street	\$	630.00
2640	Town Counsel Law & Litigation LLC	Legal Services- June 2025	\$	4,020.00
194541424	Uline	Towel Dispenser	\$	314.19
2571	Unitel	Changed Voicemail Recording- Bahr	\$	60.00
07/25	Van Camp, Nancy	Return Deposit- Community Center- 7/19/25	\$	150.00
VC3-212682	VC3 Inc	IT- July Invoice	\$	2,736.79
6119287940	Verizon	Monthly Phone Charges- July 2025	\$	995.57
5538774087	WE Energies	Water/Sewer Electric/Gas-June 2025	\$	6,416.14
5035060144	Wells Fargo Vendor Financial	Xerox Copier- Library	\$	180.00
2025	WI Dept of Financial Institutions	Notary Application Fee- Jane Booth	\$	20.00
ACH	Wisconsin Deferred Comp	EE contributions 07/17/2025 Payroll	\$	911.00
ACH	Wisconsin Deferred Comp	EE contributions 07/31/2025 Payroll	\$	911.00
2025-2	Wisconsin Elections Commission	2025 Conference Registration- Lauren Prochnow	\$	105.00
ACH	Wisconsin Retirement System	WRS Contributions- July 2025	\$	29,500.15
ACH	Wisconsin, State of	State W/H for 07/17/2025 Payroll	\$	2,759.94
ACH	Wisconsin, State of	State W/H for 07/31/2025 Payroll	\$	2,959.91
ACH	Wolf River Community Bank	Principle and Interest- WRCB CIP Loan #3608	\$	31,480.21
ACH	Wolf River Community Bank	Principle and Interest- WRCB Engineering Loan #2843	\$	4,606.16
ACH	Wolf River Community Bank	Principle and Interest- WRCB Fire Truck Loan	\$	6,250.00
			Invoice Total	\$ 343,689.18
07/17/25 Direct Deposit P/R			\$	53,418.33
07/31/25 Direct Deposit P/R			\$	56,361.91
			Grand Total	<u>\$ 453,469.42</u>

WATER & SEWER UTILITY INVOICES

July 18, 2025- August 07, 2025

10127AQ	Aquachem of America Inc	Water Supplies- Aquachem EM1575- WWTP	\$	886.50
12926	B&M Technical Services	Emergency Generator Integration- Well #2- Alonzo Park	\$	11,628.00
12998	B&M Technical Services	Replace Oxygen Sensor- WWTP	\$	2,617.50
12999	B&M Technical Services	Replace Digester Blower #3	\$	7,825.10
25-013398	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	150.00
25-014301	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	180.00
80203914	Badger Meter	Beacon Network Orion Cellular	\$	747.28
80206935	Badger Meter	Beacon Network Orion Cellular	\$	698.06
27063063025	Charter	Inter/Email-July 2025- Sewer	\$	70.54
258587	Christensen Heating & Cooling	Repair AC Unit- WWTP	\$	1,697.00
9010517430	Clean Water Testing	Coliform Bacteria Test	\$	57.00
9010528390	Clean Water Testing	Coliform Bacteria Test	\$	64.00
9010539772	Clean Water Testing	Coliform Bacteria Test	\$	32.00
9010582465	Clean Water Testing	Coliform Bacteria Test	\$	55.00
CI-07722	Hydrocorp	Cross ConnectionControl Program- July 2025	\$	409.99
5099	Integrity Plumbing Services Inc	Repair/Replace Leaking Copper Lines- WWTP	\$	813.20
0855020-IN	Mid-American Research Chemical	Bathrom Deodorizers/Rust Eliminator	\$	713.00
0179421-IN	Midwest Meter Inc	3/4" Meters & Bases (100)	\$	34,900.00
0179491-CM	Midwest Meter Inc	3/4" Meter Connection Credit for Return	\$	(2,400.00)
AlonzoPark-2	Mueller Electric LLC	Alonzo Park Emergency Generator	\$	47,878.00
38036	Outagamie Cty Recycling	Commercial Waste Drop Off	\$	400.71
630020	Utility Service Co Inc	Water Tower Maintenance Contract	\$	9,365.00
W&S 0625	WE Energies	Water/Sewer Electric & Gas- June 2025	\$	8,290.75
			Grand Total	<u>\$ 127,078.63</u>

VILLAGE OF HORTONVILLE

Union Cemetery
7/1/2023-6/30/2024

Payroll Expenses	\$1,715.48	Full time employee who handled cemetery info retired.
FICA	\$236.75	
Retirement	\$135.55	
Lawn/Tree Care	\$7,150.00	Contract with Tony's renewed
Program Maintance	\$790.00	
Materials	\$0.00	
Utilities	<u>\$266.87</u>	
Total Expenses	\$10,294.65	

Total Number of Graves	<u>3,875</u>
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Cost per grave	\$2.66	expenses divided by total graves
# of Vet graves w/o perp. care	<u>79</u>	

Outagamie County reimbursement requested	\$209.88
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[Hortonville Shared Info/Cemetery/Veterans Graves/vet grave cost sheet]



Professional Services Agreement

MSA Project Number: 07807041

This AGREEMENT (Agreement) is made effective July 17, 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: Industrial Park Ave Flood Investigation

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

The schedule to perform the work is: Approximate Start Date: August 2025
Approximate Completion Date: April 2026

The estimated fee for the work is: \$15,000

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: July 17, 2025

OWNER ATTEST:

Jane Booth
Village Clerk - Treasurer
Date: _____

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.

Industrial Park Avenue Flood Investigation – Scope of Work

Introduction:

MSA will complete a flood study for the approximately 80-acre area draining to Industrial Park Avenue opposite the Hortonville Storage Center. The purpose of the study is to evaluate conceptual improvement to existing drainage infrastructure capable of safely conveying peak 100-yr runoff rates south within the Industrial Park Avenue Right-of-Way to the existing drainage channel running east along the south side of the Hortonville Storage Center and into the existing pond. This is anticipated to consist of enlarged culverts and improved ditch/swale cross-sections.

The study will be based on construction of a 2-Dimensional SWMM model using the most recent available aerial photo, LiDAR data, and available drainage system mapping and recent development plans provided by the Village.

Scope of Work:

Field Reconnaissance and Survey - \$2,500

- Visual inspection of drainage infrastructure (identification of location, size, alignment of culverts)
- Survey of inverts of selected culverts.

Hydrologic Model Construction - \$3,500

- Delineate watersheds
- Digitize impervious Area
- Determine hydrologic input parameters

Hydraulic Model Construction - \$6,500

- Construct model.
- Solve model for 2-, 10-, 25-, 100-yr 24 rainfall events.

Complete Alternatives Analysis – \$1,000

- Model existing conditions
- Optimize solution(s)

Report - \$1,000

- Prepare report
- Prepare mapping

TOTAL = \$15,000

ATTACHMENT B: RATE SCHEDULE

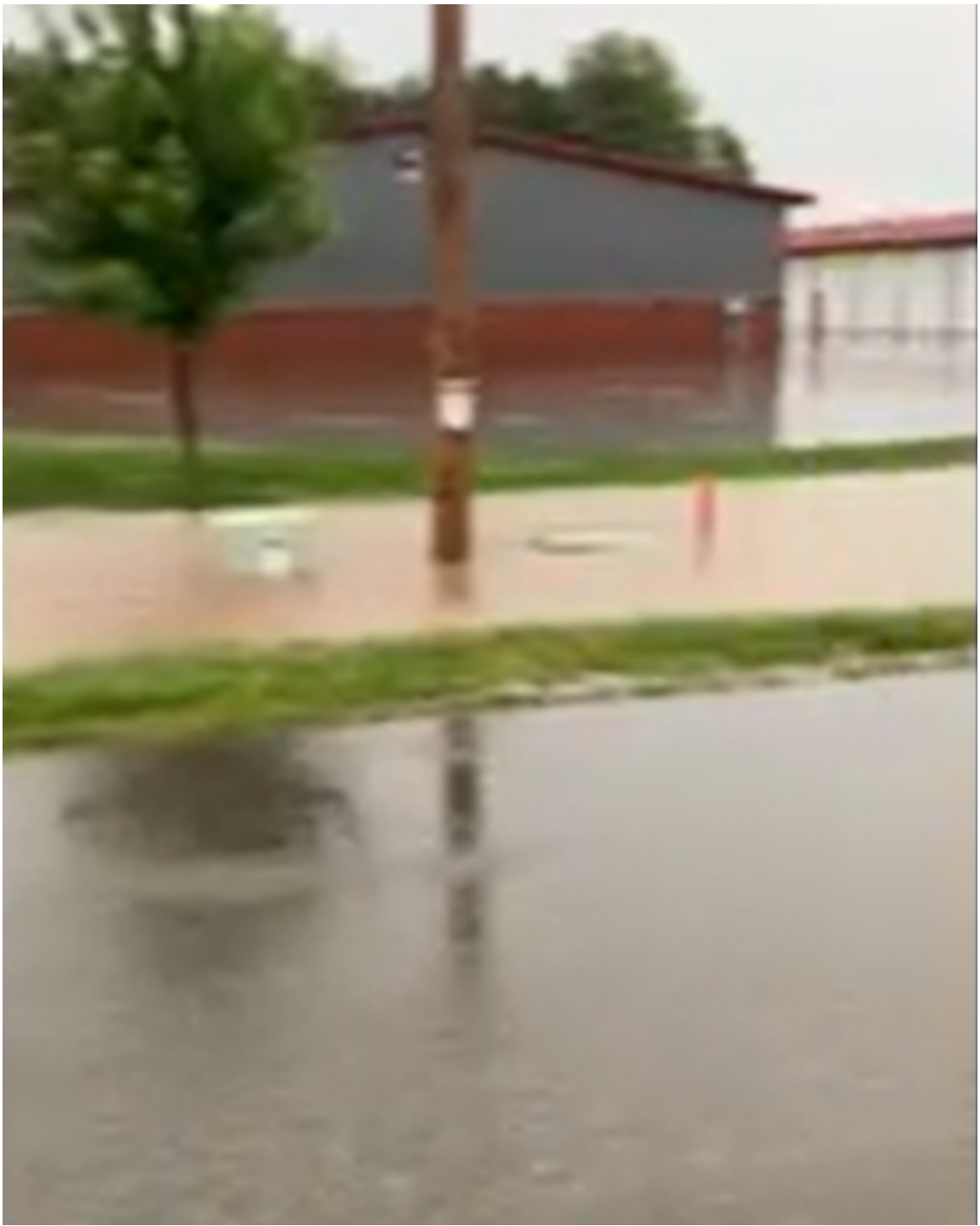
<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
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.







82°41'03" E 532.00'

203.90'

ARKING LOT

71.00'

68.87'

66.53'

Access
to Gilbert's

LOT 2

CSM 6688

C2

C1

55'

CESS

S 12°50'47" W 449.53'

OWNERS:
HOEWISCH FAM

DO
UNPI

LEGE

- SECT
- 1" x
- WEIGI
- 3/4"
- 1" IF

O-3-25

**Village of Hortonville
Outagamie County, WI**

AN ORDINANCE annexing territory owned by the Village to the Village of Hortonville, Wisconsin.

THE VILLAGE BOARD OF THE VILLAGE OF HORTONVILLE DO ORDAIN AS FOLLOWS:

Section 1. **Territory Annexed.**

In accordance with Wis. Stat. § 66.0223, the following described territory in the Town of Hortonville, Outagamie County, Wisconsin, owned by the Village of Hortonville and lying contiguous to the Village, is hereby annexed to the Village of Hortonville, Wisconsin:

Part of Parcels 2 and 7 of WISDOT Project I.D. 1146-75-21 and part of Parcel 69 of WISDOT Transportation Project Plat No: 1146-75-22-4.28, located in the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) of Section 26, Township 22 North, Range 15 East, Town of Hortonville, Outagamie County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Section 26; thence North 87°07'12" West along the south line of the Southeast Quarter of said Section 26, 33.03 feet to its intersection with the existing west right-of-way line of CTH M and Point of Beginning;

Thence continuing North 87°07'12" West along said south line, 1280.15 feet to the southwest corner of said SE1/4 - SE1/4; thence North 00°31'33" East along the west line of said SE 1/4 - SE 1/4, 305.00 feet; thence South 88°58'31" East, 206.57 feet; thence South 83°23'51" East, 381.57 feet; thence South 74°45'09" East, 182.28 feet; thence South 59°04'53" East, 192.61 feet; thence South 76°10'02" East, 178.41 feet; thence South 61°21'53" East, 200.68 feet to said west right-of-way line of CTH M; thence South 00°29'32" West along said existing right-of-way line, 36.01 feet to the Point of Beginning.

Said parcel contains 6.806 Acres (296,481 Square Feet), more or less.

Section 2. **Effect of Annexation.**

This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the Secretary of the Department of Administration of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the Village. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the Village of Hortonville for all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Hortonville.

Section 3. **Severability.**

If any provision of this Ordinance is deemed invalid or unconstitutional by a court of law, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

ADOPTED this ____ day of August, 2025

Jeanne Bellile
Village Board President

Attest:

Jane Booth
Village Clerk

AUTHORIZING RESOLUTION FOR URBAN FORESTRY GRANT

WHEREAS, the applicant, (Village of Hortonville), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, (Village of Hortonville), will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Village Administrator to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

IT IS SO RESOLVED this 7th day of August, 2025

Ayes _____

Nays _____

Dated: _____

BY THE BOARD

Jeanne Bellile, President

Jane Booth, Clerk-Treasurer

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



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

ADMINISTRATION

clerktreas@hortonville.wi.gov

AUGUST 7, 2025

ELECTIONS

- Working on Election Inspector reappointments for the 2026-2027 term
- Finalized the 4-year maintenance duties in WisVote
- Prepared Candidate information packets for the Spring Election 2026

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
- SAP Program Participant Certificates were printed and delivered to Fire Department
- Renewal of Notary Public for Clerk-Treasurer
- Completed IRS Form 8038-GC regarding loan #1613790-10001
- Filed the 2025 Video Service Provider Report with Wisconsin DOR

LICENSES

- Operator's Licenses issued – 90 since July 1
- Temporary Class "B" Retail License – 4 issued

PUBLICATIONS

- Wolf River Community Bank Notice of Rezoning Public Hearing

PUBLIC RECORD REQUESTS

- All building permits from June 1 - June 31

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed
- Dog Licenses Issued – 2 in July
- Real Estate Requests Completed – 15 in July
- Confirmed Recycling Carts ordered and delivery date – 50 more
- Clerk-Treasurer and Deputy Clerk-Treasurer will be attending the WMCA Conference Tuesday, August 19th through Friday, August 22nd

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



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

8/7/2025 Director of Public Works Report

Meetings attended:

- Staff meetings
- Department head meetings
- Meeting with residents on Fountain Court to discuss Mini-Storm Sewer Project and Village Ordinance prohibiting connection of sum pump discharge to Village Sanitary Sewer system
- Meeting with Scott Kiley GIS Consultant for updates to ongoing GIS projects with the Village
- Meeting with Bluestem Consulting on potential tree project and DNR Urban Forestry Grant
- Meetings with Ruekert Mielke on on-going Bug Tussel construction project closeout
- Meeting with Merjent consultant to start work on stormwater pond
- Meeting with Civic Association about potential upcoming events
- Meeting with McMahon on downtown project

Current and past projects include:

- Foutain Court Mini-Storm Sewer Project to begin 8-11, estimated completion date week of September 15th
- John Street Mill & Overlay Project begins September 1st, estimated completion 1-2 weeks.
- Mueller Electric has completed new well generator and lift station tie-in project.
- Working on getting bids for Honeysuckle lateral replacement project.
- Street and parking lot painting projects by Village Staff on-going

Sincerely,

Aaron Steber
Director of Public Works
531 N Nash Street
PO Box 99
Hortonville, WI 54944



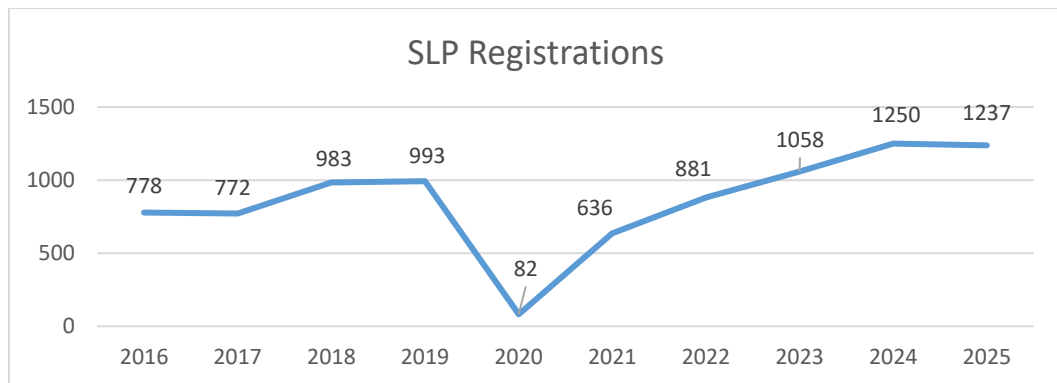
Village Board of Trustees Meeting- August 7, 2025 Library Director's Report

- Staff Update

- None

- Programming

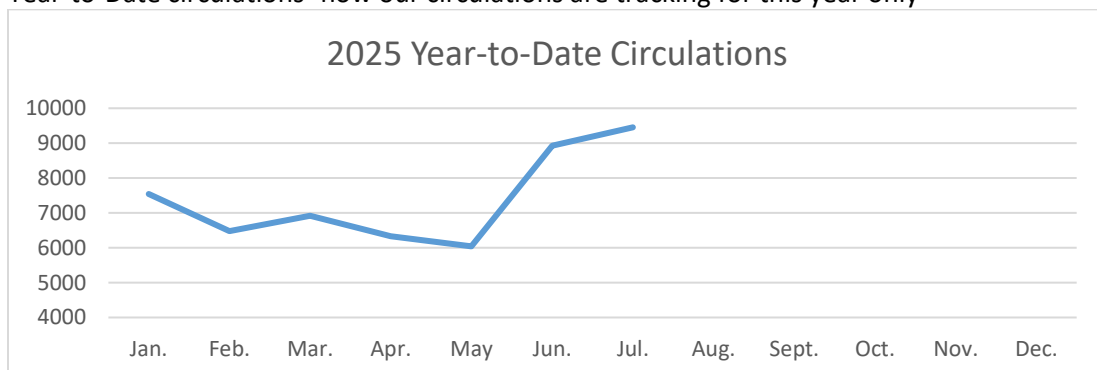
- School Supply Swap- August 11-19
 - Still in need of gently used, unwanted school or office supplies for the swap
- Summer program
 - 1,237 registered for SLP reading challenge
 - 46 programs as of 08/05/25
 - 1,497 attendants
 - Prizes to be drawn 08/11/25



- Fall programs- and many still in the works
 - Libby 101 Training
 - Clay Ghost Sculptures
 - Speed Puzzling
 - Annual Craft Swap
 - Native Contemporary Dance- Mark Denning
 - REGI, Inc.- Creatures of the Night
 - Teen Game & Grub
 - Weekly Story Time

- Statistics

- Year-to-Date circulations- how our circulations are tracking for this year only



- Ongoing Projects & Miscellaneous
 - Collection development
 - 31 new large print titles purchased through a memorial donation
 - October is Dyslexia Awareness Month- the library is building our dyslexic-friendly collection
 - Talk Story Grant awarded- 1 of 4 libraries in the country to receive the grant from the Talk Story program of the American Indian Library Association
 - 14 books purchased and 1 November presenter paid for with the grant



- Library policy development
 - Monthly assessments
- Meetings and Continuing Education
 - Regular meetings: Library Board, staffing, programming
 - ILS Committee
 - Allie is applying to participate in the Wisconsin Library Association Leadership Development Institute

2025

JULY

VILLAGE OF HORTONVILLE BUILDING PERMITS

Permit Number	Name	Address	Project	Estimated Proj. Cost	Permit Fee	Type
25-60	Kurtis Wosick	411 Rustic View Ct	4' High Fence Permit	4,000.00	50.00	res
25-61	HASD Middle School	220 Warner Street	Remove & Replace Roof	128,556.00	50.00	com
25-62	HASD High School	155 Warner Street	Remove & Replace Roof	680,538.00	50.00	com
25-63	Timothy Sommers	497 N Crest	Bathroom Remodel	38,000.00	125.00	res
25-64	Tom McHugh Construction	573 Horton Terrace	New Home	265,000.00	1,050.00	nsf
25-65	Outagamie Cty Housing Authority	125 John Street	Remove & Replace Existing Sign	1,215.00	40.00	com
25-66	Douglas Pagel	818 Giese Street	Change out 100 amp meter	836.00	80.00	res
25-67	Todd Rogers	1550 Nye Street	Install Generator and Transfer Switch	10,000.00	80.00	res
25-68	Charles Bush	309 Greenbrier Dr	Concrete Patio and 14 x 18 deck	15,000.00	87.80	res

TOTALS 1,143,145.00

2024			2025		
Permit Types	Number of Permits	Project Cost	Permit Types	Number of Permits	Project Cost
residential total	5	67,999.00	residential total	5	67,836.00
new residential total			new residential total	1	265,000.00
multi-family total			multi-family total		
comm/ind total	3	365,000.00	comm/ind total	3	810,309.00
municipal, public total			municipal, public total		
Total	8	\$432,999.00	Total	9	\$1,143,145.00

Prepared by Village office staff

Hortonville Call Report



Run No.	Alert Date & Time	EnRoute	At Scene	Resp Time/Responded From	Code	Problem	Destination	Transport Mode
17668 25	2025-07-02 16:26:06	16:27:27	16:38:33	00:12:27		CHERRY ST & W MAIN ST		
17753 25	2025-07-03 14:01:06	14:01:09	14:11:21	00:10:15	2	Sick Person	Ascension - St. Elizabeth Hospital	Non Emergency
17990 25	2025-07-05 15:32:04	15:32:21	15:44:12	00:12:08	2	Psychiatric Problems	Ascension - St. Elizabeth Hospital	Non Emergency
18233 25	2025-07-08 13:44:20	13:45:05	13:53:37	00:09:17	1	Fall Victim	ThedaCare Reg Med Ctr - Appleton	Emergency
18378 25	2025-07-09 20:08:34	20:09:27	20:20:18	00:11:44	1	Unconscious / Fainting	ThedaCare Med Ctr - New London	Emergency
18598 25	2025-07-12 06:34:11	06:35:22	06:44:32	00:10:21	2	Sick Person	ThedaCare Reg Med Ctr - Appleton	Non Emergency
18992 25	2025-07-15 21:43:57	21:44:01	21:55:16	00:11:19	1	Breathing Problems	Ascension - St. Elizabeth Hospital	Emergency
18992 25	2025-07-15 21:43:57	21:44:01	21:55:16	00:11:19	2	Ingestion / Poisoning	ThedaCare Reg Med Ctr - Neenah	Non Emergency
19220 25	2025-07-18 08:03:19	08:04:48	08:13:59	00:10:40	1	Breathing Problems	Ascension - St. Elizabeth Hospital	Emergency
19387 25	2025-07-19 20:30:23	20:30:42	20:43:02	00:12:39	2	Sick Person	ThedaCare Med Ctr - New London	Non Emergency
19469 25	2025-07-21 08:02:16	08:02:17	08:04:25	00:02:09	1	Breathing Problems	ThedaCare Reg Med Ctr - Appleton	Emergency
19557 25	2025-07-22 09:21:31	09:23:07	09:32:48	00:11:17	1	Breathing Problems	ThedaCare Med Ctr - New London	Emergency
19866 25	2025-07-25 09:17:25	09:17:27	09:24:45	00:07:20	1	Traffic Accident	ThedaCare Reg Med Ctr - Neenah	Emergency
20343 25	2025-07-29 17:38:22	17:38:25	17:57:55	00:19:33	1	Traffic Accident	<None>	Emergency
20347 25	2025-07-29 18:04:35	18:04:38	00:00:00	Can't calculate	1	Traffic Accident	<None>	Emergency
						1610 HOLLAND RD	<None>	Emergency
Non-Emergency		5	Avg Response Time - Emergency		00:10:20			
Emergency		9	Avg Response Time - Non-Emergency		00:11:40			
Stand-By		0	Downgraded to Non-Emergency Enroute					
Total		14	Upgraded to Emergency Enroute					