

VILLAGE OF HORTONVILLE
AMENDED AGENDA OF THE VILLAGE BOARD
JUNE 4, 2026
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. May 21, 2026 Regular Board meeting minutes
 - B. May 21, 2026 COW meeting minutes
 - C. Licenses and Permits

2026-2027 Renewal Liquor Licenses

Combination Class “A” and “Class A” Fermented Malt Beverage and Liquor Licenses

Dolgencorp, LLC Jaime Ruenger, Agent	dba Dollar General #20213 315 E Main Street
Gilbert’s Supervalu, Inc. Jeffrey A. Gilbert, Agent	dba Gilbert’s Sentry Foods 323 E. Main St.
Kwik Trip, Inc Kevin Ziesemer, Agent	dba Kwik Trip #740 261 E. Main St.
Prashna, LLC Prabhu Dhungana, Agent	dba Hortonville BP 102 E. Main St.

Combination Class “B” and “Class B” Fermented Malt Beverage and Liquor Licenses

Alonzo’s on Main Jodi L. Jurkovic, Agent	dba The Hardtails Saloon 302 W. Main St.
Bob & Geri’s Black Otter Supper Club, LLC Robert Guyette, Agent	dba Black Otter Supper Club 503 S. Nash St.
Grand View Golf Club, Inc Travis Bauer, Agent	dba Grand View Golf Club 135 John St.
Kat’s Enterprises, LLC Kaitlyn Peterson Agent	dba Heritage Inn 224 W Main St.
New Hortonville Lanes, LLC Ryan Burbey, Agent	dba Hortonville Lanes 103 W. Main St.

P4:13 Wine and Spirits Lounge, LLC dba P4:13 Wine and Spirits Lounge
Aimee Hagen, Agent 208 W Main St.

Warrant 5896 Saloon & Chow, Inc. dba Warrant 5896 Saloon & Chow
Jamie Richeson, Agent 110 W Main St.

- D. Presentation of accounts and other claims against the Village
6. Preregistered Citizens to be heard. – LIMIT 5 MINUTES
 - A. State name and address
 - B. Comments to be limited to 5 minutes
 - C. Pursuant to WI Statutes 19.83(2) and 19.84(2), The Board's role is to listen to public comments, and not to ask questions, discuss, or take action regarding pre-registered citizens comments.
7. Committee Reports
 - A. Library Board
 - B. Public Safety Committee
8. Unfinished Business from Previous Meetings
9. New Business
 - A. Discussion and possible action on MSA Contract for Downtown Trail and Parking Lot Design Services
 - B. Discussion and possible action on Release of Nature's Haven Easements prior to Replat
 - C. *Discussion and possible action on Concept Plans for Village Property located next to 323 E Main Street*
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. Motion to go into Closed Session State Statute 19.85(1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved." Re: Response/Action on citizen complaints regarding zoning violations located at 235 S Mill St.

AND

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." Potential sale of land and developer agreement negotiations

14. 5-minute recess to clear meeting room

15. *Board to go into Closed Session under State Statute 19.85 (1)(g) and 19.85(1) (e)*

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

17. Any action on matters discussed in Closed Session

18. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: JUNE 18, 2026

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
MAY 21, 2026 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: Therese Abitz, Dalton Davis, Jim Moeller, Jane Olk, and Julie Arendt Vanden Heuvel, Carrie Lathrop (by phone)

Trustees excused:

Officials/Staff present: Administrator Nathan Treadwell, Clerk-Treasurer Jane Booth, Director of Public Works Aaron Steber, Chief of Police Brian Bahr, and Attorney Tyler Pluff.

Officials excused: Library Director Alexandra Krause

Consent Agenda

Motion [Moeller/Olk] to approve as outlined. Roll call vote, 7 ayes, 0 nays, motion carried.

- A. May 7, 2026, Regular Board meeting minutes
- B. Presentation of accounts and other claims against the Village

Agenda Changes

President Bellile said to move item 8 and item A under new business to before unfinished business.

Preregistered Citizens to be heard

None

Committee Reports

Library Board – Library book sale they made over \$3,000.

New Business

**Discussion and possible action on Presentation on School District Update
Todd Timm on the HASD update**

Todd Timm shared information showing that every public school district in Wisconsin can be researched through the DPI website. He noted that some districts are consolidating while others are shutting down.

The Hortonville Area School District (HASD) currently serves approximately 4,200 students and ranks in the top 30 school districts in Wisconsin for enrollment. Out of the state's 421 school districts, HASD scored higher than 85% of districts overall. While the district is not as diverse as some districts of similar size, it scored the same as or higher than 93% of districts in measures related to students being on track for graduation.

Graduation was held last night outdoors and drew a packed crowd, with attendance estimated at over 4,000 people. Scholarship awards totaled approximately \$1.5 million.

Last year, the district changed its approach to reading instruction by focusing more heavily on phonics and sound-based learning methods. In addition, the district's math growth scores are extremely high.

he district's CPI was 2.63%, and the state revenue cap increase was \$325 per student. HASD maintains a fund balance policy of 20%–25%. The district receives approximately \$11,650 per student in funding.

Because the district owns and operates its own transportation system, facility replacement costs are somewhat higher. However, the district's MOD rate has improved.

Todd also expressed appreciation for the support and partnership provided by the local Village Board.

No action was taken, discussion only

Discussion and possible action on Presentation on Outdoor Comprehensive Plan

Joe Stevenson, Principal Planner from ECWRPC, presented the Outdoor Comprehensive Plan. He noted that the project is currently under contract by \$5,000, which was viewed positively. He also highlighted the strong work completed by the data analytics team and GIS software staff, who prepared an excellent presentation.

Key demographic findings for Hortonville showed that the community has a relatively high median household income and strong median home values. The area also has both a large senior population and a significant middle school to high school age population.

As part of the planning process, the committee conducted a survey and used an online social pinpoint tool, receiving approximately 152 responses from the community.

The presentation emphasized that Hortonville has a good blend of different styles of parks, and that the area's natural resources are especially strong. Natural spaces ranked among the highest-rated amenities by survey participants.

The community's strengths were identified as playgrounds and ball diamonds, which are performing very well. Areas identified for potential improvement included the addition of a dog park and disc golf opportunities. Parking was also identified as a concern, with residents expressing a desire for additional parking options.

The plan outlined three major goals:

1. Invest in parking improvements.
2. Expand connectivity throughout the community.
3. Strengthen Hortonville as a family-focused recreation destination.

Joe also noted that grant services are available and provided as part of the planning support process.

No action was taken, discussion only.

Discussion and possible action of future projects

Administrator Treadwell said that the county is pushing off the reconstruction of the east of the downtown reconstruction segment until 2027. This would be from Miller Park to Nash Street.

The start date for the downtown reconstruction will be July 6 through October 31 and signs will be posted.

No action was taken, discussion only

Unfinished Business from previous meetings

Discussion and possible action on Road Maintenance Agreement between Village of Hortonville and Town of Hortonia

Motion [Arendt Vanden Heuvel/Moeller] to approve the road maintenance agreement between the Village of Hortonville and the Town of Hortonia.

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

Report of Village Officials

Clerk-Treasurer: The report is in the packet.

Director of Public Works: The report is in the packet.

Trustee Arendt Vanden Heuvel would like to see line painting done on Nye Street.

Chief of Police: The report is in the packet. I did go door to door for the residents that will be impacted by the No Parking. I am getting after the ordinances people and their junk. The \$1,000 scholarship went to Rachel Racine, and she is going to be an attorney.

Library Director: Report was in the packet

Attorney: Continuing to work with staff on ongoing matters.

Administrator: The report is in the packet. Working on a plethora of issues right now. New intern will be starting on June 1, and I am excited for that. There will be a public hearing in the next month or so and I will also hand deliver that.

Any other miscellaneous topics for future discussion

None

Communications and Miscellaneous Business

Black Otter Lake District news: Meeting on Monday, May 18, 2026. Most of it is centered around maintenance on the harvester, they can start harvesting in June.

Building permit report: None

Hortonville-Hortonia Fire District news: Nothing new

Gold Cross Ambulance run reports and news: None

Hortonville Civic Association: Nothing new

Senior Activities Committee: Trustee Abitz sent out the report to all board members.

Comments and suggestions from citizens present

None

Motion to go into Closed Session

Motion [Arendt Vanden Heuvel/Olk] to go into closed session under State Statute Section 19.85(1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved." Attorney Pluff said that the closed session is for the purpose of dog licensing in the Village and ADA licensing.
7 Ayes, 0 nays, motion carried.

Board to return to Open Session

Motion [Arendt Vanden/Moeller] to return to open session at 8:02 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 8:04 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

**VILLAGE OF HORTONVILLE
COMMITTEE OF THE WHOLE
MAY 21, 2026 MEETING MINUTES**

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

Trustees present: Therese Abitz, Dalton Davis, Jim Moeller (arrived at 5:03 pm), Jane Olk, Julie Arendt Vanden Heuvel

Trustees excused: Carrie Lathrop,

Officials/Staff present: Administrator Nathan Treadwell, Clerk-Treasurer Jane Booth,

Discussion of Fire Fee Ordinance

Administrator Treadwell presented the proposed fire fees, which would place EMS and fire charges on the tax bill based on a structure's square footage. The proposal includes three categories: vacant land with no assessed value, vacant land with assessed value, and land with improvements. Vacant land with no assessed value would not be charged. Vacant land with assessed value would be charged a flat fee of \$50.00; approximately 293 parcels in the village fall into this category. For parcels with improvements, the fee would be based on total improved square footage, which is about 4 million square feet village wide. Under the full-cost model, a home with approximately 1,500 square feet would pay about \$93.57. If the capital budget and fire truck fee were removed, the estimated fee would be \$52.98. These figures are based on last year's budget and housing data. Under this proposal, the school district, which has a large amount of square footage and currently pays nothing toward fire services, would pay approximately \$18,000. The non-profits would be included as well; there are 43 nonprofits that have assessed value. The village has ten of those. The villages water and sewer would pay for their portion as well.

Adjourn

Motion [Moeller/Arendt Vanden Heuvel] to adjourn. Unanimous voice vote, motion carried. The Committee adjourned at 5:40 p.m.

Minutes submitted by Jane Booth, WCMC
Clerk-Treasurer

June 04, 2026 INVOICE LISTING

May 22, 2026- June 04, 2026

VILLAGE INVOICES

31372518	4imprint, Inc	FOHL- Library Book Sale Flags	\$	577.01
4004235380-0526	Assurity	Employee Disability Insurance- May 2026	\$	944.96
0426	BMO Harris Bank	April Charges- 2026	\$	4,263.32
04-30-26	Brick's Hardware	Supplies- Wells/Street/Miller Park/Alonzo/Otto Miller/Water/S	\$	246.62
ACH	Delta Dental	Dental Insurance Premiums- May 2026	\$	2,013.01
ACH	Depository Trust	2013/2014 Bonds Interest- Gen Fd/TID #3	\$	40,862.50
ACH	EFTPS	Federal, FICA taxes for 05/21/2026 Payroll	\$	14,716.62
5429934	Employee Benefits Corporation	Health Reimbursement- May 2026	\$	80.10
5434487	Employee Benefits Corporation	Health Reimbursement- May 2026	\$	157.60
5440846	Employee Benefits Corporation	Health Reimbursement- May 2026	\$	1,719.17
548768	Fox Valley Truck	Lawnmower Deck Wheel	\$	116.14
05/26	Gilbert's Sentry	Office Supplies- Library	\$	4.65
14568	Greg Young Ford	CV Axle- Squad 22	\$	404.50
04/26	Higgins, Dan	Teen Program Supplies	\$	25.56
428092T5R4	Hortonville BP	Restitution Payment- L. Kratzke	\$	17.92
42809426QR/4280942	Kwik Trip	Restitution Payment- D. Kuhnke	\$	86.22
INVLEX11265319	Lexipol	Annual Law Enforcement Policy Manual & Daily Training Bulletin	\$	5,272.95
66218	Martenson & Eisele Inc	Otto Miller- Estimates for Sports Complex	\$	4,300.00
389864	MCC Inc	Driveway Gravel- Black Otter Park	\$	382.27
942951	McMahon	Nature's Haven Tech Review	\$	3,205.21
42131	Menards	Faucet Line- Miller Park	\$	10.48
INV3075177	Metro Sales Inc	Contract Invoice- Library	\$	127.58
04/26	Meyer, Andi	Parking Reimbursement- Appleton	\$	6.00
26036	Midpark Nurseries Inc	Balsam Firs (2)- Black Otter Park	\$	560.00
508312794	Midwest Tape	Cherry Pie Christmas Movie- Library	\$	21.24
IN326283	Multi Media Channels	Bid Notice- Sidewalk Maintenance	\$	48.41
ACH	Network Health	Total Health Premiums- June 2026	\$	21,385.52
6611-165303/6611-16	O'Reilly Auto Parts	Oil Filters & CV Shaft- PD	\$	39.65
F10000311041	Otis Elevator Company	Logistics and Fuel Impact Fee	\$	175.00
4281N7D6PF/4281N7C	Otter Creek Sports Bar	Restitution Payment- C. Welke	\$	140.00
1022569	Outagamie County Treasurer	Engineering- Givens Rd/Engineering- CTH JJ	\$	1,441.98
05/26	Racine, Rachel	Hortonville High School Scholarship	\$	1,000.00
I598/I599	Ray's Sanitation	Portable Restroom- 230 Lakeshore Dr/304 E Main St	\$	480.00
05/26	Sanford, Kayla	Return Deposit- Alonzo Park Rent- 05/17/2026	\$	50.00
002832L/2026July	Securian Financial Group	Life Insurance Premiums- July 2026	\$	620.28
05-26	Steber, Kristine	Records Training- FVTC	\$	70.40
25222-3	Thrive Architects LLC	Alonzo Park Building Concepts	\$	1,125.00
051926	Tom McHugh Construction LLC	Reimbursement for Hulls Road	\$	70,000.00
3052	Town Counsel Law & Litigation LLC	Legal Services- March 2026	\$	3,840.00
3107	Town Counsel Law & Litigation LLC	Legal Services- April 2026	\$	1,150.00
206536622	Uline	Bathroom Hand Towels	\$	130.28
207685815	Uline	Garbage Cans/Bike Rack	\$	3,027.53
VC3-249158	VC3 Inc	IT- May 2026 Invoice	\$	2,688.42
6141830239	Verizon	Monthly Phone Charges- April 2026	\$	1,153.90
5038704496	Wells Fargo Vendor Financial	Xerox Copier- Library	\$	180.00
Mar-Apr 26	WI Department of Justice	Background Checks- March-April 2026	\$	56.00
ACH	Wisconsin Deferred Comp	EE contributions 05/21/2026 Payroll	\$	971.00
28164	Wisconsin Professional Police Association	Union Dues- June 2026	\$	358.00
ACH	Wisconsin Retirement System	WRS Contributions- May 2026	\$	20,612.75
ACH	Wisconsin, State of	State W/H for 05/21/2026 Payroll	\$	2,575.29
ACH	Wolf River Community Bank	Principle and Interest- WRCB CIP Loan	\$	7,447.85
ACH	Wolf River Community Bank	Principle and Interest- WRCB Engineering Loan #2843	\$	4,606.16
ACH	Wolf River Community Bank	Principle and Interest- TID 6 Property Acquisition	\$	2,333.39
05/26	Ziegler, Miranda	Return Deposit- Alonzo Park Rent- 05/16/2026	\$	50.00
		Invoice Total	\$	227,878.44
	05/21/26 Direct Deposit P/R		\$	47,814.91
		Grand Total	\$	275,693.35

WATER & SEWER UTILITY INVOICES**May 22, 2026- June 04, 2026**

HORWI051126	Aqua-Pure Inc	Phosphorus Removal Chemistry	\$	2,352.00
26-011541	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	245.00
80236025	Badger Meter	Beacon Network Orion Cellular- April 2026	\$	940.23
9011786625	Clean Water Testing	Coliform Bacteria Test	\$	57.00
26-1125	CRL Surveying LLC	Easement Survey for Manhole Rehab	\$	1,700.00
0188929-IN	Midwest Meter	2" E-Series Meter	\$	1,420.33
90964	Speedy Clean	Water Jet Sewer Line- Corner of S. Lincoln & Greenbrier Dr	\$	630.00
26575-001	Turek's Plumbing	Interior Drain Lining/Epoxy Coat- Final Payment	\$	5,232.00
INV00978797	USA Blue Book	Lab Supplies- WWTP	\$	747.84
			Grand Total	<u>\$ 13,324.40</u>



Professional Services Agreement

MSA Project Number: 07807050

This AGREEMENT (Agreement) is made effective May 22, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 2901 E. Enterprise Avenue, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Dan Rammer

Email: drammer@msa-ps.com

VILLAGE OF HORTONVILLE (OWNER)

Address: 531 N Nash St, Hortonville, WI 54944

Phone: 920-779-6011

Representative: Aaron Steber

Email: dpw@vohortonville.com

Project Name: Downtown Trail Extension

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

The schedule to perform the work is: Approximate Start Date: July 2026
Approximate Completion Date: October 2027

The estimated fee for the work is: \$87,500

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 OF HORTONVILLE

MSA PROFESSIONAL SERVICES, INC.

Aaron Steber
Director of Public Works

Date: _____

Dan Rammer

Dan Rammer
Team Leader - Engineering

Date: May 22, 2026

OWNER ATTEST:

Jane Booth
Village Clerk-Treasurer

Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 01/26)

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 in which the project is located.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State in which the project is located 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 in the County in which the project is located.

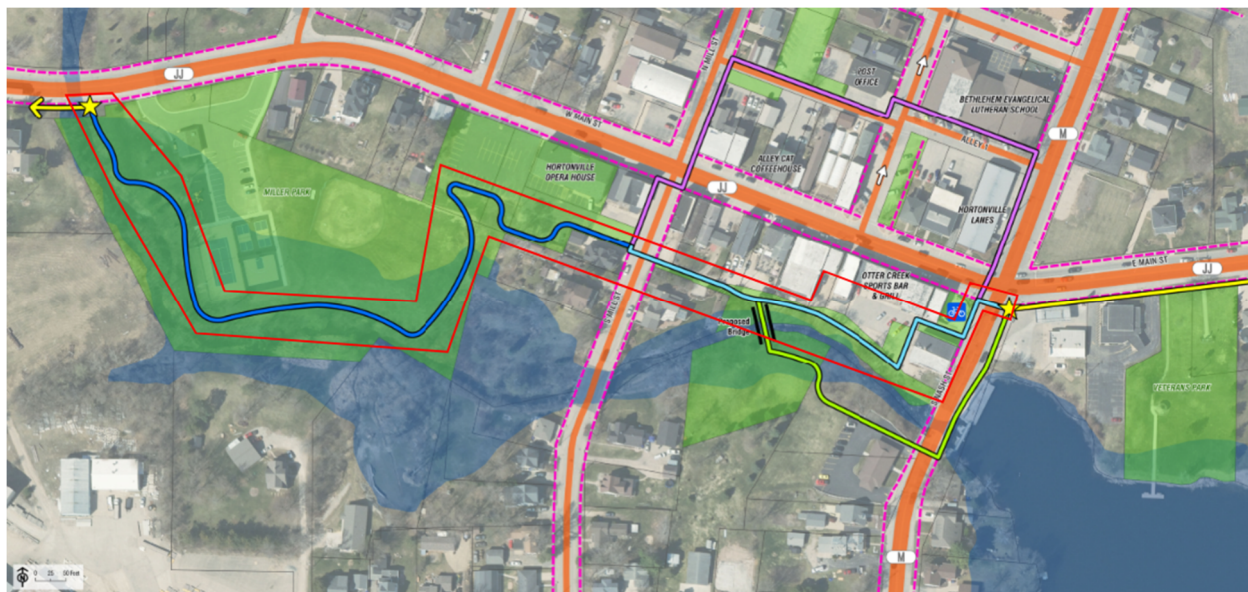
32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes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

ATTACHMENT A: SCOPE OF SERVICES

Project Understanding

It is our understanding that the Village of Hortonville is ready to move to the next stage of the project for the Downtown Trail Extension project. MSA had provided conceptual drawings as well as were provided initial cost estimates and proposed layout from the Village. The trail project is assumed to be "Proposed Trail and Proposed Trail – Option 2 as provided by another consultant and shown in the image below highlighted by the red line and is anticipated to start at the western edge of Miller Park, run through Miller Park along Black Otter Creek to the south side of the existing parking lots of Main St, continue east past S Mill St and terminate at the intersection of Main St and Nash St. Along with the trail project, parking lot improvements of the furthest east parking lot with access off of Nash St. Based on the proposed improvements, the following scope of services was developed to provide the design and bidding of the project:

The project improvements include: 10' wide multi-use trail that is approximately 2,300 linear feet, associated ADA ramps and compliant parking, and trail connections. One parking lot along the trail route will be reconstructed with asphalt pavement and potential for curb and gutter. All proposed improvements are proposed to be developed at grade. Based on our preliminary review, the area near Miller Park is mapped as a floodplain with no wetlands/wetland indicators, no impacts are anticipated for wetlands or floodplain.



Phase 100 – Field Investigation and Coordination

- Perform a topographic survey along the proposed trail corridor.
- Coordinate a Diggers locate for the project site.
- Determine existing utility depths and locations (water, sewer, storm sewer).
- Coordinate any potential adjacent utility relocations/adjustments.
- Research and locate existing property irons to establish ROW and parcels.
- Project management, correspondence, and QA/QC
- Permanent and/or temporary easements are currently not included in the scope of work.

Phase 200 – Preliminary and Final Design

- Project management, correspondence, and QA/QC
- Develop preliminary plans along with other amenities. Design is anticipated to be at-grade and will include the multi-use trail and parking lot improvements or modifications. A preliminary cost estimate will be developed along with the preliminary design.
- Attend one (1) meeting in person with Village to discuss preliminary design (approximately 60% plans) and gather feedback.
- Develop final design for the park trail, trail connections and parking areas. Final engineer's estimate of probable costs will be developed for this phase of the project. Final design documents include: standard details, plan and profile sheets, erosion control, traffic control, cross section sheets, and specifications/project manual.
- Attend one (1) final staff plan review meeting in person.
- Final construction documents will be developed for this phase of the project.
- Attend and facilitate one (1) staff or committee meeting and one (1) Village Board Meeting for final project approval for bidding.
- Prepare and submit WisDNR WPDES Construction Site Stormwater Permit, Correspond and work with regulatory representatives regarding the proposed permits.
- Prepare and submit one (1) Outagamie County Work in Right of Way permit.
- All permit fees shall be included in the fees provided.
- Correspondence and coordination with regulatory agencies.

Phase 300 – Bidding

- Solicit bidders and prepare advertisement to bid
- Answer bidder questions during the bidding phase
- Provide addenda as necessary
- Facilitate one online Bid Opening through Quest (on-line bidding)
- Analyze bids, recommend award, and process construction contracts

Items not included in the above scope for this project, but could be added are:

1. Construction related services (administration, staking and observation)
2. Geotechnical report and associated analysis.
3. Right-of-way acquisition or easements.
4. Utility relocation.
5. Public engagement.
6. Archaeological investigations.
7. Grant funding or grant administration.
8. Wetland Delineation, assumes no wetlands.
9. Floodplain analysis, assumes zero (0) net fill therefore no floodplain impacts
10. Streambank restoration
11. Additional permitting not previously stated
12. Multiple or extensive permitting iterations beyond one initial submittal and one response revision per agency.
13. Retaining wall design (as necessary)
14. Multiple bid packages or phasing.

Items Village to Provide:

1. Plans from previous improvements at Miller Park and other surrounding areas

**ATTACHMENT B:
RATE SCHEDULE**

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page \$0.13/page for DOT
Plots	\$0.01/sq.in.
Flash Drive.....	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.

Sanitary Sewer, Storm Sewer, Watermain, Drainage,
and Retention Pond Maintenance Easement
(Release)

Document Number

This EASEMENT RELEASE,

made between:

Tom McHugh Construction LLC
GRANTOR(s)

and

Village of Hortonville
GRANTEE

Easement Release

WHEREAS, on the 4th day of October, 2007, **Trailside Development of Hortonville, Inc.**, NOW the OWNER of said Land Being **Tom McHugh Construction LLC, a Wisconsin Limited Liability (Doc. 2357605)** hereinafter referred to as "grantor", granted to; **Village of Hortonville**, hereinafter referred to as "grantee," its successors and assigns, certain easement rights, which easement rights are set forth in that certain Natures Haven Plat recorded in the Office of the Register of Deeds in and for Outagamie County, Wisconsin, on October 4th, 2007 in Cabinet K, on Pages 59-61 inclusive, as **Document No. 1769600**, and

WHEREAS, grantee has been requested and is willing to release ALL rights from the force and effect of the granted easements outside of dedicated public right of way within the Natures Haven Plat (Doc. 1769600) to-wit:

All of Lot 1-63 and Outlots 1, 2, 4, and 5 of Natures Haven (Doc. 1769600), and Part of the Fractional Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4, and Part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4 of Section 01, Township 21 North, Range 15 East; and Part of the Fractional Northeast 1/4, and the Southeast 1/4 of the Northeast 1/4 of Section 02, Township 21 North, Range 15 East, Village of Hortonville, Outagamie County, Wisconsin.

NOW, THEREFORE, for good and valuable reason consideration, said grantee does hereby release, discharge, and abandon only those specific easement rights heretofore mentioned in the immediately preceding paragraph. It is expressly understood and agreed that all other easement rights as set forth in the aforesaid document recorded in the Office of the Register of Deeds in and for Outagamie County, Wisconsin, as Document No. 1769600 **shall remain in full force and effect.**

NOW, THEREFORE, grantor will record a Replat of Natures Haven based on revised lots lines and design associated with it. The previously granted/dedicated easements (NOT PUBLIC RIGHT OF WAYS) from Natures Haven Plat (Doc. 1769600) serve as a burden to the Replat layout;

NOW, THEREFORE, grantor will grant/dedicate new easements and location of easements with the Replat.

The Sanitary Sewer, Storm Sewer, Watermain, Drainage, and Retention Pond Maintenance Easement Rights are being Released by the Village is located within Natures Haven recorded with the Register of Deeds for Outagamie County on Oct. 04, 2007 as Document No. 1769600. The Released Easements on Grantor's property is hereby terminated.

Parcel Identification Numbers:

240112900, 240113000, 240113100, 240113200, 240113300, 240113400, 240113500, 240113600, 240113700, 240113800, 240113900, 240114000, 240114100, 240114200, 240114300, 240114400, 240114500, 240114600, 240114700, 240114800, 240114900, 240115000, 240115100, 240115200, 240115300, 240115400, 240115500, 240115600, 240115700, 2401 15800, 240115900, 240116000, 240116100, 240116200, 240116300, 240116400, 240116500, 240116600, 240116700, 240116800, 240116900, 240117000, 240117100, 240117200, 240117300, 240117400, 240117500, 240117600, 240117700, 240117800, 240117900, 240118000, 240118100, 240118200, 240118300, 240118400, 240118500, 240118600, 240118700, 240118800, 240118900, 240119000, 240119100, 240119201, 240119202, 240119203, 240119204, 240112200, 2401i2600, 240112100, 240112800, 240018700, 240112400

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Return to:

Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, Wisconsin 54952

SEE BELOW

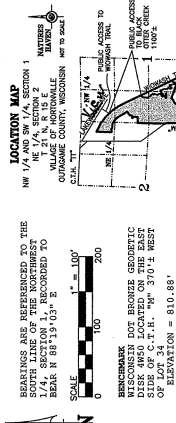
Parcel Identification Number(s)

****Signatures on the following Page****

File: 7424Final1.dwg
Date: 05/17/2026
Drafted By: scott
Sheet: 1 of 5

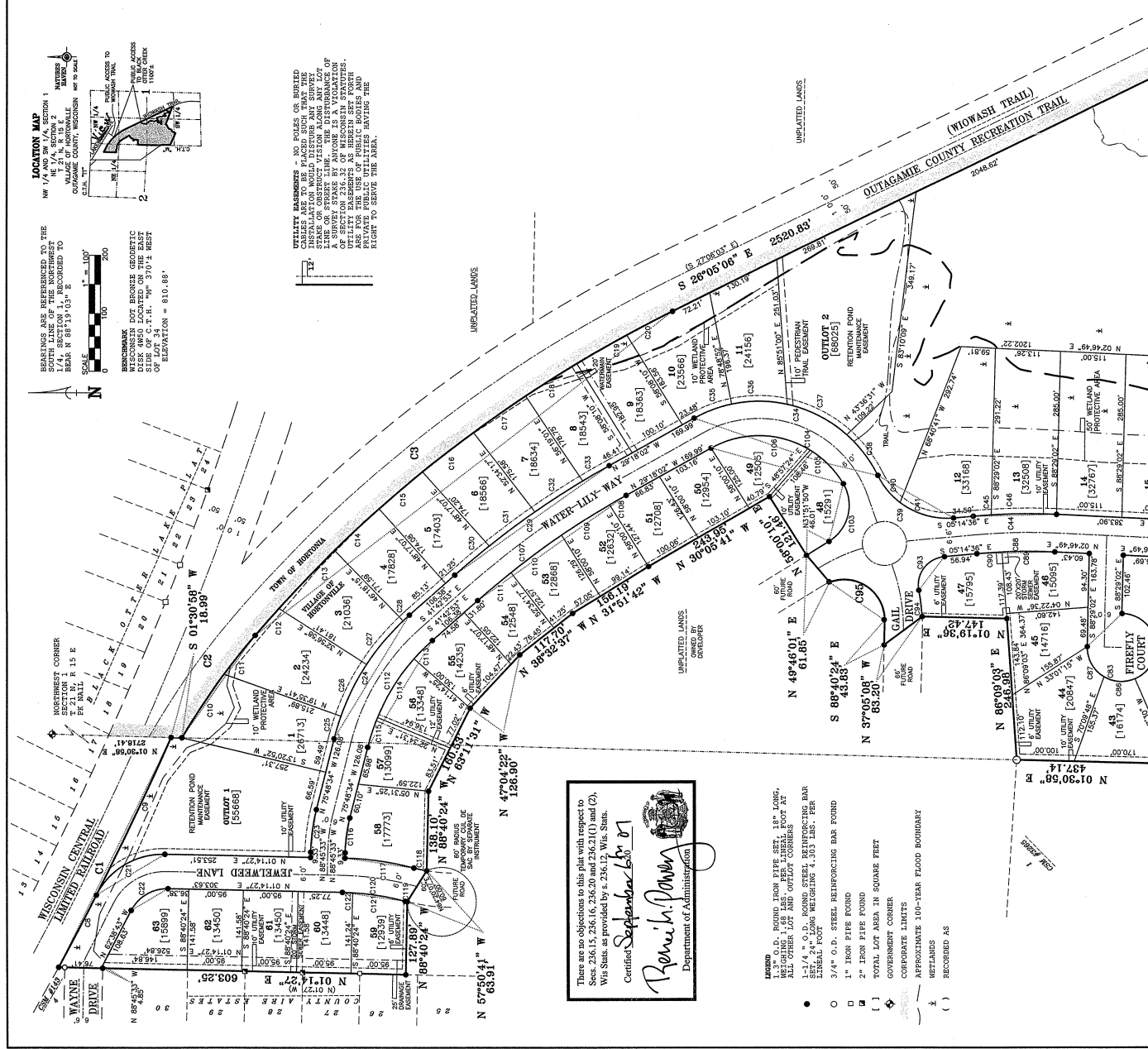
NATURES HAVEN

PLAT OF NATURES HAVEN, BEING PARTS OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 17 N, RANGE 13 E, COUNTY OF OUTAGAMIE, WISCONSIN, AS SHOWN ON THE SOUTHWEST 1/4 OF SECTION 1, INCLUDING PARTS OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP 4907, AS DOCUMENT #1631012; PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 21 NORTH, RANGE 13 EAST, COUNTY OF WISCONSIN



CURVE	CHORD BEARING	CHORD LENGTH	DELTA
1	S 63°57'11.0" E	444.86'	084°24'40"
2	S 57°27'33.0" E	232.00'	023°44'54"
3	N 11°54'24.0" E	156.61'	011°54'24"
4	S 84°59'54.0" E	302.46'	084°59'54"
5	S 85°38'25.5" E	181.22'	085°38'25"
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78	N 49°01'42.5" W	64.99'	049°01'42"
79	S 85°38'25.5" E	181.22'	085°38'25"
80	N 49°01'42.5" W	64.99'	049°01'42"
81	S 85°38'25.5" E	181.22'	085°38'25"
82	N 49°01'42.5" W	64.99'	049°01'42"
83	S 85°38'25.5" E	181.22'	085°38'25"
84	N 49°01'42.5" W	64.99'	049°01'42"
85	S 85°38'25.5" E	181.22'	085°38'25"
86	N 49°01'42.5" W	64.99'	049°01'42"
87	S 85°38'25.5" E	181.22'	085°38'25"
88	N 49°01'42.5" W	64.99'	049°01'42"
89	S 85°38'25.5" E	181.22'	085°38'25"
90	N 49°01'42.5" W	64.99'	049°01'42"
91	S 85°38'25.5" E	181.22'	085°38'25"
92	N 49°01'42.5" W	64.99'	049°01'42"
93	S 85°38'25.5" E	181.22'	085°38'25"
94	N 49°01'42.5" W	64.99'	049°01'42"
95	S 85°38'25.5" E	181.22'	085°38'25"
96	N 49°01'42.5" W	64.99'	049°01'42"
97	S 85°38'25.5" E	181.22'	085°38'25"
98	N 49°01'42.5" W	64.99'	049°01'42"
99	S 85°38'25.5" E	181.22'	085°38'25"
100	N 49°01'42.5" W	64.99'	049°01'42"

UTILITY REMEDIATION - NO POLES OR BURIED LINES TO BE INSTALLED. ANY EXISTING UTILITY LINES OR CREEK LINES TO BE REMOVED OR RELOCATED. A SURVEY STAKE BY ANYONE IS A VIOLATION OF THIS INSTRUMENT. ANY VIOLATION OF THIS INSTRUMENT SHALL BE CONSIDERED A VIOLATION OF THE PUBLIC UTILITIES ACT AND SHALL BE SUBJECT TO THE PENALTIES THEREIN. PRIVATE PUBLIC UTILITIES AGENCY HAS THE RIGHT TO SERVE THE AREA.



There are no objections to this plat with respect to Sites 235.15, 236.16, 236.20 and 236.21 (1) and (2). Wis Stats. as provided by s. 236.15, Wis. Stats.

Certified September 16, 2011

Renee H. Pomeroy
Department of Administration

- 1.36" O.D. ROUND IRON PIPE SET, 13" LONG, WEIGHING 1.68 LBS PER LINEAL FOOT AT 10' SPACING
- 1-1/4" O.D. ROUND STEEL REINFORCING BAR SET, 24" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
- 3/4" O.D. STEEL REINFORCING BAR FOUND
- 2" IRON PIPE FOUND
- 2" IRON PIPE FOUND
- TOTAL LOT AREA IN SQUARE FEET
- GOVERNMENT CORNER
- CORPORATE LIMITS
- APPROXIMATE 100-YEAR FLOOD BOUNDARY
- WETLANDS
- RECORDED AS

Martenson & Eisele, Inc.
1377 Midway Road, Menasha, WI 54952
Phone (920) 731-0381 Fax (920) 733-8678
www.martenson-eisele.com
info@martenson-eisele.com



NATURES HAVEN

SPONSOR, REGISTERED LAND SURVEYOR, HEREBY CERTIFY: THAT I HAVE SURVEYED, BOUND, MAPPED AND RECORDED THE PLAT OF NATURES HAVEN, BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, DATES OF THE NORTHWEST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 OF SECTION 1, INCLUDING PARTS OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP 4907, AS DOCUMENT #1631012; PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 21 NORTH, RANGE 15 EAST, VILLAGE OF HORTONVILLE, OUTAGAMIE COUNTY, WISCONSIN...

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS SHOWN HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATION OF THE VILLAGE OF HORTONVILLE IN SURVEYING, DIVIDING AND MAPPING THE SAME.



GIVEN UNDER MY HAND THIS 15th DAY OF September, 2007.

DAVID D. EISELE, R.L.S. 3-374

STATE OF WISCONSIN } ss Outagamie County } PERSONALLY CAME BEFORE ME THIS 19th DAY OF September, 2007, THE ABOVE OWNERS TO ME KNOWN TO ME BY THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



James M. Johnson, Notary Public, My Commission Expires 2-5-09. There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

PLAT OF NATURES HAVEN, BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 1, INCLUDING PARTS OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP 4907, AS DOCUMENT #1631012; PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 21 NORTH, RANGE 15 EAST, VILLAGE OF HORTONVILLE, OUTAGAMIE COUNTY, WISCONSIN

VILLAGE BOARD RESOLUTION REQUIRED, THAT THE PLAT OF NATURES HAVEN, IN THE VILLAGE OF HORTONVILLE, IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF HORTONVILLE.

SIGNED: [Signature] VILLAGE ADMINISTRATOR DATE: 9-21-07

STATE OF WISCONSIN } ss Outagamie County }

BEING THE DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE VILLAGE OF HORTONVILLE, DO HEREBY CERTIFY THAT THE VILLAGE BOARD OF THE VILLAGE OF HORTONVILLE PASSED RESOLUTION NUMBER 2007-13 ON SEPTEMBER 20, 2007, AUTHORIZING ME TO SIGN THIS INSTRUMENT ON BEHALF OF THE VILLAGE BOARD OF HORTONVILLE. I DO HEREBY CERTIFY THAT ALL CONDITIONS WERE SATISFIED AND THE APPROVAL WAS GRANTED AND EFFECTIVE ON THE DATE OF 9-21-07.

SIGNED: [Signature] VILLAGE CLERK DATE: 9-21-07

VILLAGE TREASURER'S CERTIFICATE: BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF HORTONVILLE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF 9-21-07 ON ANY OF THE LAND INCLUDED IN THE PLAT OF NATURES HAVEN.

STATE OF WISCONSIN } ss Outagamie County }

BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF HORTONVILLE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES AND NO UNPAID SPECIAL ASSESSMENTS AS OF 9-21-07 AFFECTING THE LANDS INCLUDED IN THE PLAT OF NATURES HAVEN.

SIGNED: [Signature] VILLAGE TREASURER DATE: 10-05-07

UTILITY EASEMENT PROVISIONS: AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY TRAILSIDE DEVELOPMENTS OF HORTONVILLE, INC., GRANTEE, TO GRANTEE, TO WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, FOR THE PURPOSES OF CONSTRUCTION, INSTALL, OPERATE, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV...

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO. THE GRANTOR OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

SIGNED: [Signature] Brian Parker DATE: 9-21-07

STATE OF WISCONSIN } ss Outagamie County }

PERSONALLY CAME BEFORE ME THIS 19th DAY OF September, 2007, THE ABOVE OWNERS TO ME KNOWN TO ME BY THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

James M. Johnson, Notary Public, My Commission Expires 2-5-09. There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Martenson & Eisele, Inc. 1377 Malway Road, Measha, WI 54852 Phone (608) 791-0881 Fax (608) 793-9279 www.martenson-eisele.com info@martenson-eisele.com

DRAWING NO. 671-001/6907 SHEET NO. 1 OF 1 THIS INSTRUMENT DRAWN BY: DMS 5-2325

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



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

ADMINISTRATION

clerktreas@hortonville.wi.gov

June 4, 2026

ELECTIONS

- Continue with Registered List Alerts in WisVote – Felon, Death, Duplicate
- Completed the ballot needs survey with Outagamie County for the August 11th Partisan Primary

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
- Approve payroll, initiated withdrawals
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Monthly reconciliation of bank accounts
- Filed the 2026 Taxation District Exemption Summary Report with the DOR

LICENSES

- Finalized Cigarette and Liquor Licenses

PUBLICATIONS

- P & Z Rezoning Public Hearing

PUBLIC RECORD REQUESTS

- ALL issued building permits for April 2026
- All issued building permits for February 2026
- All invoices issued from 1/1/2022 through 2/28/26

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed
- May Real Estate Inquiries – 10
- May Dog Licenses Issued - 14

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



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

6/4/2026 Director of Public Works Report

Meetings attended:

- Staff meetings
- Department head meetings
- Nature's Haven Phase 1 meeting with developer's consultant
- Meeting with TDS about TDS fiber through Hortonville
- Meeting with MSA to discuss stormwater solutions
- Meeting with McMahon on Main Street Construction
- Meeting with Vibra-tech at Opera House for construction inspection
- Eagle Scout meeting for donated benches 6/2/26
- Meetings with contractors to discuss sidewalk replacements

Current and past projects include:

- Urban Forestry Grant Interim Project Report submitted 5/29/26
- Suburban Technologies Alarm Testing completed 5/26/26
- No Parking on Olk for detour
- Honeysuckle lateral replacement completed 5/28/26, restoration of roadway yards and driveways to be completed over next two weeks
- Road patching by public works crew to begin 6/1/26
- Bids for 2026 sidewalk maintenance project published May 21 and May 28. Bids are due June 5th at 12pm
- Continued work with County and McMahon on East side construction tentatively scheduled for 2028 as well as West side main street construction scheduled for 2029
- Working with financial consultants on long-term utility cash flows
- Public Works Committee meeting scheduled for 6/18/26 at 5 pm
- Public Information meeting on 2026 Downtown Mainstreet Construction scheduled for 6/11/26 at 6:30 pm

Sincerely,

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

Aaron Steber
Director of Public Works





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

6-4-2026 Police Department Report

Meetings

- Village Department Head Meetings
- Department meeting on 6/1
- Met with school officials to review HMS evacuation procedures
- Attended tri-county region public information officer meeting at Neenah Police Department

Training

- Administrative Assistant Krissy Steber attended open records training (5/18 & 5/19)
- Officer Sweeney and Officer Wulgaert provided training briefs with entire department at the department meeting on their recent training events
- Officer Heiden provided presentation on DOJ Safe at Home Program at department meeting
- Officer McCready attending school threat assessment training (6/11)
- Officer McCready and Officer Hauser attending SRO Conference (6/9-6/11)
- Entire department will attend DOJ Firearms Qualification (6/11)

Ongoing Projects and Miscellaneous

- Reviewing e-bike and chronic nuisance ordinances
- Continuing to review TASER and Radio end of life replacement process (will be presented at public safety on 6/4)
- Worked with Verizon on Mi-Fi issue. We are experiencing network errors in certain locations. I have other Mi-Fi units on order (try for free to determine if it's a unit issue or a network issue). We may need to consider cradle point/router options for squads in the future for more consistent connectivity with the network.
- Received copier/printer from Administration Office. Working with Nathan, MDI, and VC3 to make sure all features are working properly.

- Working with legal counsel and Nathan on zoning/ordinance issue. Also worked with legal counsel regarding open records/discovery question pertaining to municipal citations.
- Summer schedule starts June 14th. Scheduling completed through the summer, limited overtime, and able to honor all vacation requests at this time.
- Reviewed parking issues for public safety committee
- We received \$250 for old Tasers that were no longer being used through program
- Officer Heiden received notification that we have received \$2205.60 in federal funding through the Bulletproof Vest Partnership. This will towards replacing 3 vests and carriers that are approaching expiration.
- 2026 Incidents Jan 1st-June 2nd (2473 incidents) (2090 incidents in same time frame in 2025)

Upcoming

- Updating ordinances for speed limits (waiting on changes proposed before completion)
- 2026 Annual Update for Sex Offender Ordinance (waiting to discuss further with legal)
- Coordinating training event with Hortonville/Hortonia Fire Department and EMS (Summer 2026)

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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 – 6/1/26

Projects

Comprehensive Outdoor Recreation Plan Update

- I touched base with the consultant and am currently awaiting the final packet following the presentation at the last Board meeting.
- We anticipate having a resolution prepared for Board consideration at the next meeting.

Small Business Development Grant

- I have been working with several businesses regarding this program.
- Some projects may be delayed due to the upcoming Main Street construction activities.

Fire Protection Fee

- I plan to begin drafting the ordinance next week. Due to other priorities, I have not yet had the opportunity to start work on it.

Nash Street and Olk Street Intersection

- I discussed with Outagamie County staff to discuss potential improvements at the Nash Street and Olk Street intersection.
- The County indicated that additional data regarding incidents and traffic concerns at the intersection will be needed before they can move forward with converting it to a four-way stop.
- The Village has two options moving forward:
 1. Wait for additional data to be collected and evaluated to determine whether the County will prioritize and advance the project independently.
 2. Fund the engineering work now while continuing to collect data, which could help expedite the project timeline.
- If the collected data does not support County action, or if the intersection is determined to be a lower priority compared to other locations, the Village may ultimately need to fund a portion or all of the improvements.

Miscellaneous

Copier Replacement

- The replacement copier has been delivered and installed at Village Hall.
- The previous copier has been relocated and installed at the Police Department.

TID No. 7

- I completed updates to the TID No. 7 documentation and spent time last week revising property assessed values.
- These updates reflect the results of the Board of Review conducted last month.