

REVISED - SPECIAL JOINT MEETING OF REDEVELOPMENT AUTHORITY AND VILLAGE BOARD AGENDA

September 07, 2023 at 5:00 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call Village Board
- C. Roll Call Redevelopment Authority
- ANNOUNCEMENT OF CLOSED SESSION

3. PUBLIC COMMENT

2.

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

4. CONSENT AGENDA

D. Approval of the May 8, 2023 Meeting Minutes

5. REPORTS FROM STAFF AND VENDORS

E. Finance Director - TID Reports

6. NEW BUSINESS

- F. Discussion: Consideration of closing TID 3
- G. RDA Action: Recommendation to close TID 3
- **H.** Village Board Action: Approval of closing TID 3
- L. Discussion and Possible Action: Resolution 2023-005; Tax Incremental District (TID 3) Termination
- J. Discussion: Robert Roth Report Lift Station 8 and 4
- K. Discussion: TID 2 Projections

7. OLD BUSINESS

- L. Award engineering consultant contract for the design of Lift Stations 8-4 TID 2
- **M.** RDA Action: Motion to recommend that the Village Board enter into agreement with RPS for the upgrade design of lift station s No. 8 and 4 according to RSP Lift Station and Sewer Capacity Study Project report submitted to the Utility Committee on August 1, 2023.
- **N.** Village Board Action: Motion to approve a contract agreement with RPS for the upgrade design of lift stations No. 8 and 4 according to the RSP Lift Station and Sewer Capacity Study Project report submitted to the Utility Committee on August 1, 2023.
- O. Award engineering consultant contract for the design of Beranek Road roadway, sewer, water mains and trail. And Village Rd., Jamroz Rd., and Flanner Rd. TID 2 (Project A-B)
- P. Village Board Action: Motion to approve a contract agreement with RPS for the Designs of Beranek Roadway, Sewer, Watermains and Trails. And roadway design of Village, Jamroz, and Flanner Roads. TID 2

- 8. Consideration of Motion to convene into closed session pursuant to Wis. Stat. §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 to wit "TID 2 Properties".
 - **Q.** CLOSED PACKET MATERIALS
- 9. CONSIDERATION OF MOTION TO RECONVENE INTO OPEN SESSION
 - **R.** Village Board Action: Approve Scott Williams Appraisal Inc. for appraisal of parcels in TID 2.
 - S. Discussion and Action: Consideration of contacting commercial developers
- **10. CONSIDERATION OF ITEMS FOR FUTURE AGENDA**
- **11. ADJOURNMENT**

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 09/01/2023 Kronenwetter Municipal Center and <u>www.kronenwetter.org</u> Faxed: WAOW, WSAW, WSAU, and Mosinee Times | Emailed: Wausau Daily Herald



Kronenwetter Redevelopment Authority (RDA) Meeting Minutes

> Monday May 8, 2023 – 5:00 PM Joint Meeting with Village Board

1. Call meeting to order:

 a) Roll Call
Present:
Chris Voll, Christopher Eiden, Pat Kilsdonk, Rand Fifrick, Absent:
Terry Radtke, Lan Loveland, Lee Pastika

Staff Members present: Dan Mahoney Interim Administrator, Pete Wegner Community Development Director, Lisa Kerstner Village Treasurer, William Gau Planning Technician

- b) Election of Chair Motion by Voll/Fifrick to nominate Christopher Eiden to Chair of RDA. Roll Call Vote 4:0 Motion passes
- c) Election of Vice Chair Motion by Voll/Kilsdonk to nominate Randy Fifrick to Vice-Chair of RDA Roll Call Vote 4:0 Motion passes
- 2. Public Comment NONE
- **3.** Approval of Minutes: February 9, 2023 Minutes Motion by Voll/Kilsdonk to approve February 9, 2023 Minutes Voice Vote: 4:0 Motion passes.

Motion by Eiden/Charneski to table item 4. Discussion & Action: TID 2 Strategic Plan and item 5. Discussion & Action: Solicited Engineer RFP for the Design of Beranek Road Roadway, Sewer, Watermains, and Trails till after close session. Voice Vote: 4:0 Motion passes. Time 5:53 p.m.

- 4. Discussion Update Plan: TID 2 Strategic Plan.
- 5. Consideration of motion to convene into closed session pursuant to Wis. Stat. §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 to wit Denyon Homes Development Agreement. *Motion by Voll/Fifrick to move into close session Motion passes Roll Call Vote 4:0.*
- 6. Consideration of Motion to Reconvene into Open Session 6.1. Discussion & Action: Denyon Homes Development Agreement.

Motion by Voll/Kilsdonk to move into close session Motion passes Roll Call Vote 4:0. Motion by Fifrick/Voll to approve development agreement with Denyon homes for property in TID number 2 at 1059 Kronenwetter Drive with a change to item B 5 to strike the word improvements and add in under 5 A \$500,000.00 in total assessment value. Motion passes Roll Call Vote 4:0.

 Discussion and Action: Approve Engineering firm RPS for the Design of Beranek Road Roadway, Sewer, Watermains and Trails. And roadway design of Village, Jamroz, and Flanner Rd. TID 2.

Motion by Voll/Eiden to delay action until next RDA Meeting. Motion passes Voice Vote 4:0.

- 8. Discussion and Action: Approve Scott Williams Appraisal Inc for appraisal of parcels in TID 2. Motion by Kilsdonk/Fifrick to approve the Scott Williams Appraisal of parcels in TID 2 to be sent to the Village Board for approval. Motion passes Roll Call Vote 4:0
- **9. Consideration of Items for Future Agendas** Financial information for next time.

10. Adjournment

Motion by Voll/Kilsdonk to adjourn. Motion carried voice vote unanimously.

Submitted: By: William Gau Planning Technician

Approved:

VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, ItemE.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 41					
451-41000-110	PROPERTY TAX REVENUE	.00	250,037.71	283,750.00	33,712.29	88.1
	TOTAL SOURCE 41	.00	250,037.71	283,750.00	33,712.29	88.1
	SOURCE 43					
451-43000-550	STATE EXEMPT COMPUTER AID	567.51	567.51	568.00	.49	99.9
	TOTAL SOURCE 43	567.51	567.51	568.00	.49	99.9
	SOURCE 47					
451-47400-000	TAX GUARANTEE - DEVELOPERS	.00	49,415.26	47,500.00	(1,915.26)	104.0
	TOTAL SOURCE 47	.00	49,415.26	47,500.00	(1,915.26)	104.0
	SOURCE 48					
451-48000-000	INTEREST ON INVESTMENTS	1,238.57	10,763.17	2,400.00	(8,363.17)	448.5
	TOTAL SOURCE 48	1,238.57	10,763.17	2,400.00	(8,363.17)	448.5
	TOTAL FUND REVENUE	1,806.08	310,783.65	334,218.00	23,434.35	93.0

VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 300					
451-51300-300-001	LEGAL	639.04	639.04	200.00	(439.04)	319.5
	TOTAL DEPARTMENT 300	639.04	639.04	200.00	(439.04)	319.5
	DEPARTMENT 400					
			4 077 00	000.00	(404 7
451-51400-450-000	BANK AND INVESTMENT FEES	.00	1,077.23	800.00	(277.23)	134.7
451-51400-463-000 451-51400-464-000	TIF AUDITING TIF CONSULTING	540.00 169.65	690.00 406.11	960.00 .00	270.00 (406.11)	71.9 .0
431-31400-404-000					(400.11)	
	TOTAL DEPARTMENT 400	709.65	2,173.34	1,760.00	(413.34)	123.5
	DEPARTMENT 410					
451-51410-302-110	SALARIES & WAGES	456.40	2,905.13	5,486.00	2,580.87	53.0
451-51410-302-110	FICA TAXES	24.54	2,905.13	420.00	2,380.87	40.0
451-51410-302-152	RETIREMENT (WRS)	16.18	109.33	373.00	263.67	29.3
451-51410-302-154	HEALTH INSURANCE	42.01		1,418.00	1,430.75	(.9)
	TOTAL DEPARTMENT 410	539.13	3,169.54	7,697.00	4,527.46	41.2
	DEPARTMENT 500					
451-51500-560-000	RDA COMMITTEE COMPENSATION	.00	161.49	600.00	438.51	26.9
	TOTAL DEPARTMENT 500	.00	161.49	600.00	438.51	26.9
	DEPARTMENT 000					
451-58000-001-100	DEBT SERVICE - PRINCIPAL	.00	315,000.00	315,000.00	.00	100.0
451-58000-001-220	DEBT SERVICE - INTEREST	.00	56,210.00	108,763.75	52,553.75	51.7
451-58000-001-221	BOND ISSUANCE COSTS	.00	.00	615.00	615.00	.0
	TOTAL DEPARTMENT 000	.00	371,210.00	424,378.75	53,168.75	87.5
	TOTAL FUND EXPENDITURES	1,887.82	377,353.41	434,635.75	57,282.34	86.8
	NET REVENUE OVER EXPENDITURES	(81.74)	(66,569.76)	(100,417.75)	(33,847.99)	(66.3)

451-11108 451-11310	POOLED CASH INCREDIBLE TAX SAVINGS LGIP - GENERAL ASSOCIATED BK-DEBT SVC RESERVE TOTAL ASSETS	(1,445,404.26) 336,039.47 25,370.04 173,224.44	(910,770.31)
	LIABILITIES AND EQUITY				
	LIABILITIES				
451-25100	DUE TO GENERAL FUND		1,587,383.00		
	TOTAL LIABILITIES				1,587,383.00
	FUND EQUITY				
451-39000	RETAINED EARNINGS/NET INCOME REVENUE OVER EXPENDITURES - YTD	(2,431,583.55) 66,569.76)		
	TOTAL FUND EQUITY			(2,498,153.31)
	TOTAL LIABILITIES AND EQUITY			(910,770.31)

VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 41					
452-41000-110	PROPERTY TAX REVENUE	.00	980,254.93	755,000.00	(225,254.93)	129.8
	TOTAL SOURCE 41	.00	980,254.93	755,000.00	(225,254.93)	129.8
	SOURCE 43					
452-43000-550	STATE EXEMPT COMPUTER AID	41,799.91	41,799.91	41,800.00	.09	100.0
452-43670-000	PERSONAL PROPERTY STATE AID	.00	2,495.22	2,500.00	4.78	99.8
	TOTAL SOURCE 43	41,799.91	44,295.13	44,300.00	4.87	100.0
	SOURCE 48					
452-48000-000	MISCELLANEOUS REVENUE	.00	.00	1,000.00	1,000.00	.0
452-48000-001	INTEREST EARNED ON INVESTMENTS	2,683.75	17,259.20	4,000.00	(13,259.20)	431.5
	TOTAL SOURCE 48	2,683.75	17,259.20	5,000.00	(12,259.20)	345.2
	TOTAL FUND REVENUE	44,483.66	1,041,809.26	804,300.00	(237,509.26)	129.5

VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, ItemE.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
452-51100-300-001	PRFL SERVICES; ENGINEERING	.00	.00	50,000.00	50,000.00	.0
	TOTAL DEPARTMENT 100	.00	.00	50,000.00	50,000.00	.0
	DEPARTMENT 200					
452-51200-300-001	PRFL SERVICES; MARKETING	.00	.00	10,000.00	10,000.00	.0
	TOTAL DEPARTMENT 200	.00	.00	10,000.00	10,000.00	.0
	DEPARTMENT 300					
452-51300-300-001	PRFL SERVICES; LEGAL	37.00	37.00	8,500.00	8,463.00	.4
	TOTAL DEPARTMENT 300	37.00	37.00	8,500.00	8,463.00	.4
	DEPARTMENT 350					
452-51350-300-001	CONSTRUCTION	.00	.00	170,000.00	170,000.00	.0
	TOTAL DEPARTMENT 350	.00	.00	170,000.00	170,000.00	.0
	DEPARTMENT 375					
452-51375-300-001	TIF INCENTIVES	.00	.00	50,000.00	50,000.00	.0
	TOTAL DEPARTMENT 375	.00	.00	50,000.00	50,000.00	.0
	DEPARTMENT 400					
452-51400-450-000 452-51400-460-000	BANK AND INVESTMENT FEES OFFICE SUPPLIES	.00 20.14	1,900.24 40.42	1,800.00 .00	(100.24) (40.42)	105.6 .0
452-51400-463-000 452-51400-464-000	TIF AUDITING TIF CONSULTING	1,080.00 283.15	1,380.00 6,532.12	1,900.00 .00	520.00 (6,532.12)	72.6 .0
	TOTAL DEPARTMENT 400	1,383.29	9,852.78	3,700.00	(6,152.78)	266.3

VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

TAX INCREMENT DISTRICT 2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET		PCNT
	DEPARTMENT 410					
452-51410-302-110	SALARIES & WAGES	912.25	6,924.06	10,971.00	4,046.94	63.1
452-51410-302-151	FICA TAXES	49.09	336.58	840.00	503.42	40.1
452-51410-302-152	RETIREMENT (WRS)	32.33	219.57	747.00	527.43	29.4
452-51410-302-154	HEALTH INSURANCE	83.93	(27.31)	2,835.00	2,862.31	(1.0)
452-51410-302-330	MILEAGE	.00	.00	250.00	250.00	.0
	TOTAL DEPARTMENT 410	1,077.60	7,452.90	15,643.00	8,190.10	47.6
	DEPARTMENT 500					
452-51500-560-000	RDA COMMITTEE COMPENSATION	.00	.00	300.00	300.00	.0
	TOTAL DEPARTMENT 500	.00	.00	300.00	300.00	.0
	TOTAL FUND EXPENDITURES	2,497.89	17,342.68	308,143.00	290,800.32	5.6
	NET REVENUE OVER EXPENDITURES	41,985.77	1,024,466.58	496,157.00	(528,309.58)	206.5

Section 5, ItemE.

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452-11101 452-11108 452-11310			411,696.89 516,387.64 89.33	
	TOTAL ASSETS		:	928,173.86
	LIABILITIES AND EQUITY			
	LIABILITIES			
452-27100	ADVANCE FROM DEBT SERVICE FD		310,775.00	
	TOTAL LIABILITIES			310,775.00
	FUND EQUITY			
452-39000	RETAINED EARNINGS REVENUE OVER EXPENDITURES - YTD	(407,067.72) 1,024,466.58	
	TOTAL FUND EQUITY			617,398.86
	TOTAL LIABILITIES AND EQUITY		:	928,173.86

VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, ItemE.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 41					
453-41000-110	PROPERTY TAX REVENUE	.00	13,391.30	12,700.00	(691.30)	105.4
	TOTAL SOURCE 41	.00	13,391.30	12,700.00	(691.30)	105.4
	SOURCE 43					
453-43670-000	PERSONAL PROPERTY STATE AID	.00	533.91	540.00	6.09	98.9
	TOTAL SOURCE 43	.00	533.91	540.00	6.09	98.9
	SOURCE 48					
453-48000-000	INTEREST ON INVESTMENTS	240.93	3,239.40	.00	(3,239.40)	.0
	TOTAL SOURCE 48	240.93	3,239.40	.00	(3,239.40)	.0
	TOTAL FUND REVENUE	240.93	17,164.61	13,240.00	(3,924.61)	129.6

VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

TAX INCREMENT DISTRICT 3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 300					
453-51300-300-001	LEGAL	.00	.00	150.00	150.00	.0
	TOTAL DEPARTMENT 300	.00	.00	150.00	150.00	.0
	DEPARTMENT 400					
453-51400-450-000	TID #3; FEES & BANK CHARGES	.00	150.00	.00	(150.00)	.0
453-51400-460-000 453-51400-463-000	OFFICE SUPPLIES TIF AUDITING	.28 90.00	.84 115.00	.00 150.00	(.84) 35.00	.0 76.7
400-01400-400-000						
	TOTAL DEPARTMENT 400	90.28	265.84	150.00	(115.84)	177.2
	DEPARTMENT 410					
453-51410-302-110	SALARIES & WAGES	139.73	986.83	915.00	(71.83)	107.9
453-51410-302-151	FICA TAXES	4.09	28.06	70.00	41.94	40.1
453-51410-302-152	RETIREMENT (WRS)	2.69	18.17	63.00	44.83	28.8
453-51410-302-154	HEALTH INSURANCE	6.97	(2.15)	237.00	239.15	(.9)
	TOTAL DEPARTMENT 410	153.48	1,030.91	1,285.00	254.09	80.2
	TOTAL FUND EXPENDITURES	243.76	1,296.75	1,585.00	288.25	81.8
	NET REVENUE OVER EXPENDITURES	(2.83)	15,867.86	11,655.00	(4,212.86)	136.2

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Section 5, ItemE.

TAX INCREMENT DISTRICT 3

ASSETS

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453-11101 453-11108	POOLED CASH INCREDIBLE BK - TAX SAVINGS	87,428.63 14,983.99	
	TOTAL ASSETS		102,412.62
	LIABILITIES AND EQUITY		
	FUND EQUITY		
453-39000	RETAINED EARNINGS REVENUE OVER EXPENDITURES - YTD	86,544.76 15,867.86	
	TOTAL FUND EQUITY		102,412.62
	TOTAL LIABILITIES AND EQUITY		102,412.62

VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

Section 5, ItemE.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 41					
454-41000-110	PROPERTY TAX REVENUE	.00	164,112.30	98,800.00	(65,312.30)	166.1
	TOTAL SOURCE 41	.00	164,112.30	98,800.00	(65,312.30)	166.1
	SOURCE 43					
454-43000-550	STATE EXEMPT COMPUTER AID	674.82	674.82	675.00	.18	100.0
454-43670-000	PERSONAL PROPERTY STATE AID	.00	361.75	362.00	.25	99.9
	TOTAL SOURCE 43	674.82	1,036.57	1,037.00	.43	100.0
	SOURCE 47					
454-47400-000	TAX GUARANTEE - DEVELOPERS	.00	26,845.14	2,500.00	(24,345.14)	1073.8
	TOTAL SOURCE 47	.00	26,845.14	2,500.00	(24,345.14)	1073.8
	SOURCE 48					
454-48000-000	INTEREST ON INVESTMENTS	535.79	2,560.23	1,100.00	(1,460.23)	232.8
	TOTAL SOURCE 48	535.79	2,560.23	1,100.00	(1,460.23)	232.8
	TOTAL FUND REVENUE	1,210.61	194,554.24	103,437.00	(91,117.24)	188.1

VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2023

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 300					
454-51300-300-001	LEGAL	.00	.00	200.00	200.00	.0
	TOTAL DEPARTMENT 300	.00	.00	200.00	200.00	.0
	DEPARTMENT 400					
454-51400-450-000	TID #4; FEES & BANK CHARGES	.00	150.00	.00	(150.00)	.0
454-51400-460-000	OFFICE SUPPLIES	.02	.06	.00	(.06)	.0
454-51400-463-000	TIF AUDITING	90.00	115.00	160.00	45.00	71.9
	TOTAL DEPARTMENT 400	90.02	265.06	160.00	(105.06)	165.7
	DEPARTMENT 410					
454-51410-302-110	SALARIES & WAGES	139.73	986.83	915.00	(71.83)	107.9
454-51410-302-151	FICA TAXES	4.10	28.07	70.00	41.93	40.1
454-51410-302-152	RETIREMENT (WRS)	2.69	18.17	63.00	44.83	28.8
454-51410-302-154	HEALTH INSURANCE	6.98	(2.20)	237.00	239.20	(.9)
	TOTAL DEPARTMENT 410	153.50	1,030.87	1,285.00	254.13	80.2
	DEPARTMENT 000					
454-58000-001-100	DEBT SERVICE - PRINCIPAL	.00	155,000.00	155,000.00	.00	100.0
454-58000-001-220	DEBT SERVICE - INTEREST	.00	22,850.00	42,600.00	19,750.00	53.6
	TOTAL DEPARTMENT 000	.00	177,850.00	197,600.00	19,750.00	90.0
	TOTAL FUND EXPENDITURES	243.52	179,145.93	199,245.00	20,099.07	89.9
	NET REVENUE OVER EXPENDITURES	967.09	15,408.31	(95,808.00)	(111,216.31)	16.1

TAX INCREMENT DISTRICT 4

ASSETS _ _

454-11101 454-11108 454-11310	POOLED CASH INCREDIBLE BK - TAX SAVINGS LGIP - GENERAL	826.54 142,749.63 10,881.97	
	TOTAL ASSETS	-	154,458.14
	LIABILITIES AND EQUITY		
	FUND EQUITY		
454-39000	RETAINED EARNINGS/NET INCOME REVENUE OVER EXPENDITURES - YTD	139,049.83 15,408.31	
	TOTAL FUND EQUITY		154,458.14
	TOTAL LIABILITIES AND EQUITY		154,458.14

REPORT TO RDA/VB



ITEM NAME:	Closing TID 3 Early
MEETING DATE:	9/7/2023
PRESENTING COMMITTEE:	RDA/VB
COMMITTEE CONTACT:	
STAFF CONTACT:	Lisa Kerstner
PREPARED BY:	Lisa Kerstner

ISSUE: Closure of TID 3 early.

OBJECTIVES: Discuss the closure of TID 3 early.

ISSUE BACKGROUND/PREVIOUS ACTIONS:

PROPOSAL: Close TID 3 early. Pay the other jurisdictions for the 2024 increment paid to the village.

ADVANTAGES: Properties will be added to the tax roll.

DISADVANTAGES: Residents taxes in that area could increase.

ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.) n/a

RECOMMENDED ACTION: Approve resolution 2023-005 for closure of TID 3.

OTHER OPTIONS CONSIDERED: None

TIMING REQUIREMENTS/CONSTRAINTS: When TID closes early, an audit must be completed within 6 months of closure date.

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$

Remaining CFY Account Number: Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

ATTACHMENTS (describe briefly): Projection

ATED ACTIVITY BY	Y YEAI	R:					
	R	evenue	Expense	Net	imated Cash n Hand YE:	Growth Factor for Tax:	Comments/Assu mptions:
2022	\$	13,314	\$ (738)	\$ 12,576	\$ 86,545		Actual Activity
2023	\$	17,165	\$ (1,297)	\$ 15,868	\$ 102,413	5.77%	Actual Activity 7/31/2023
2024	\$	13,391	\$ (3,866)	\$ 9,525	\$ 111,938	0%	Assumes expenses are minimal/staff, audi
2025	\$	13,391	\$ (3,944)	\$ 9,448	\$ 121,385	0%	Assumes expenses are minimal/staff, audi
2026	\$	13,391	\$ (4,022)	\$ 9,369	\$ 130,754	0%	Assumes expenses are minimal/staff, audi
2027	\$	13,391	\$ (4,103)	\$ 9,288	\$ 140,042	0%	Assumes expenses are minimal/staff, audi
2028	\$	13,391	\$ (4,185)	\$ 9,206	\$ 149,249	0%	Assumes expenses are minimal/staff, audi
2029	\$	13,391	\$ (4,269)	\$ 9,123	\$ 158,371	0%	Assumes expenses are minimal/staff, audi
2030	\$	13,391	\$ (4,354)	\$ 9,037	\$ 167,409	0%	Assumes expenses are minimal/staff, audi
2031	\$	13,391	\$ (4,441)	\$ 8,950	\$ 176,359	0%	Assumes expenses are minimal/staff, audi
2032	\$	13,391	\$ (4,530)	\$ 8,861	\$ 185,220	0%	Assumes expenses are minimal/staff, audi
2033	\$	13,391	\$ (4,621)	\$ 8,771	\$ 193,991	0%	Assumes expenses are minimal/staff, audi
2034	\$	13,391	\$ (4,713)	8,678	\$ 202,669	0%	Expenses increased for closeout of TID

Tax Incremental District (TID) Termination Resolution

Village (town, village	, city)	of	Kronen (municip		TID	3 (number)	Reso	olution	2023-005 (number)
WHEREA a project p	S, the _. blan in	Village the same	of <u>K</u> year, and	íronenwette	r creat	ed TID	<u>3</u> on	<u>11</u> <u>3</u> , (month) (day)	, and adopted
WHEREA	S, all T	ID <u>3</u>	projects w	ere complete	ed in the pre	escribed a	llowed t	ime; and:	
WHER	EAS, s costs	sufficient ir	ncrement v	was collected	l as of the _	<u>24</u> tax i _(year)	roll, paya	able <u>25</u> , t	o cover TID <u>3</u>
	EAS, i	nsufficient	incremen	t was collecte	ed to cover	project co	osts.		
THEREFC	RE BE	E IT RESO	LVED, that	t the Village	▼ of	Kronenwe	etter	terminates	TID <u>3</u> ; and
	y (60)	days of thi				-			nent of Revenue (DOR), comes first, that the TID
									Accounting Submission ing information to DOR;
providi	ng for	ongoing e	xpenses o		the affected	l taxing dis	stricts w	ith proportion	
				at the <u>Village</u> inal audit by				(auditor)	ept all remaining debts for
									(auditor name)
Adopted th	nis	_ day of	(mont	h) , (y	ear)				
Resolutior	n introc	luced and	adoption r	moved by ald	erperson _			(name))
Motion for	adopt	ion second	led by ald	erperson				(name)	
On roll cal	I motic	on passed	by a vote o	of aye	es to	nays			
						ATTES	T:		
(Mayor/Head	l of Gov	ernment Sigr	nature)			(Clerk Sig	nature)		

Section 6, Iteml.



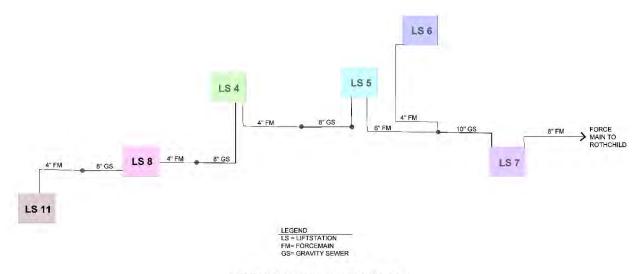
rpsprofessionalsolutions.com

SUPPLEMENTARY PROJECT MEMO TID#2

- Date: September 1, 2023
- To: Village of Kronenwetter
- Re: Lift Station #8 and Related Service Area is it Relates to TID #2 Lift Station, Force main & Electric Service Upgrades

This memo is intended to provide a high-level planning document for decision making and budget estimate purposes for a specific portion of the Village's wastewater collection system. The memo is the product of focused efforts in evaluation of Lift Station #8 and connected basins lying within TID #2 (hereinafter TID2).

The connected basin along old highway "51" and I-39 (hereinafter westside collection system) is tied together within a linked lift station system starting at lift station #11 (LS11) and continuing to LS8, LS4 and LS5. The entire leg of the area served by TID2 eventually flows to LS7, which is a main lift station that is metered and discharges to the Village of Rothschild and Rib Mountain Metropolitan Sewerage District. A graphic flow diagram of the westside collection system is provided below:



WESTSIDE LIFTSTATION SCHEMATIC

The make-up of the westside collection system requires that, currently, Lift Station #8 (hereinafter LS8) flows through two (2) other lift stations on its way to the main LS7. LS8 resides within TID2 and LS4Therefore, if in analysis of LS8 there are improvements required in other stations, it is possible there are improvements within the 1.5-mile area boundary of TID2 and potentially eligible as a tax incremental district expense pending inclusion within the TID2 Plan.

This supplementary break-out study focused on such improvements and evaluated short-term and long-term considerations with the westside collection system, particularly LS4 & LS5, as they pertain to TID2.

EVALUATION CRITERIA

Under the main LS Assessment and Sewer Capacity study the following general lift station criteria were evaluated:

Site & Structural	Onerational		Collector Service	Future Service (Within 208 area)
Flood Issues, General Access, Safety	Flectrical Service Area Lift Stations		Flow from Other Lift Stations	Future Service Area, 5-10 Years ²
Condition of Wet well	Condition of Controls		Reduction, Peaking, I&I, Run Times	Future Service Area, 10+ Years ²
Condition of Valve Vault	1		Likelihood of Collector Upsizing	Lift Station Sizing
Metal Material Condition	Valve & Force main Configuration	Basic Sizing	Modeling of Interceptors	Modeling of Interceptors
Panel Condition	Panel Serviceability Pump Run		Modeling of Collector Lift Stations Together	Modeling of Collector Lift Stations Together
Gas Issues	Back-up Power	Pump Sizing	Force main Configuration	Force main Configuration

Each lift station was evaluated with these general criteria. Cost estimates were prepared for necessary repairs or upgrades where significant deficiencies are identified. Due to high variability in project items, a 15% contingency was utilized. The full landscape of improvement options were considered, leaving several alternatives for consideration.

For more detail regarding the full evaluation of each lift station, see the *Lift Station Assessment* and Sewer Capacity Study, September 2023.



SUMMARY EVALUATION OF LS8

In our review LS8 summarizes the following issues:

- Electrical issues (random phase fails, shorts, overheats)
- Lack of full 3-phase power
- No back-up power supply
- Undersized lift station capacity
- Undersized force main
- Pump performance issues
- Long run times
- Reduced pump off periods

Currently, LS8 is fed primarily with flows from LS11. LS8 is sized approximately the same as LS11 in terms of wet well size, force main discharge, and pump capacity. LS11 is fed primarily by apartments with some single family residential and commercial. The basin for LS11 lies adjacent to Mosinee corporate boundary and is built-out to about 80-85%, whereby the basin for LS8 is approximately 25% built-out and includes the entire TID2 area as well as additional areas within the 208-sewer service area.

With the potential for additional service area likely in the development of TID2, and the issues already present in LS8, an evaluation of possible upgrades to LS8 was completed. Since LS8 flows to LS4-LS5-LS7, other stations require review so the full cost of improvements can be reviewed. Several alternatives have been identified (see below Cost Summary Analysis). As mentioned above, a true evaluation calls for a life cycle cost analysis for each alternative.

SUMMARY EVALUATION OF LS4

As noted above, LS4 receives wastewater from LS8. The station was retrofitted in 2020. It lies within 0.5-miles of the TID2 boundary. In review of LS4, we determined there are some limitations to the current station setup to receive future expansion flows from LS8. Specifically with its existing 4-inch forcemain that would be a restriction for the current pumping conditions where future flows are added. There is some potential for future flow within the basin of LS4, approximately 185 acres within the 208 sewer service area. This flow is anticipated to occur out into the planning period at least 10-years and more likely to about 20-years.

Costs for LS4 in connection with LS8 improvements are provided above. The basis for those costs is included below:

Item	Quantity	Units	Budget Cost			
Replacement pumps, valves, vault	1 LS	\$120,000	\$120,000			
Electrical service – 277/480	1 LS	\$50,000	\$50,000			
Controls upgrade	1 LS	\$30,000	\$30,000			
Pipe burst 4" to 6" FM	3,210 LF	\$70/LF	\$224,700			
Restorations*	1 LS	\$15,000	\$15,000			
		Subt	otal \$439,700			
Ancillaries	10%		\$43,970			
Planning, Engineering, Surveying, Legal	10%		\$43,970			
Contingencies	15%		\$65,955			
Total Estimated LS4 Upgrade Cost \$594,000						

COST SUMMARY LS4 UPGRADE

* Road Rehabilitation is not required in this option; therefore, it is not included.

ROTH PROFESSIONAL SOLUTIONS Professional Consulting. Practical Solutions. Costs presented for the LS4 upgrade are not necessarily required at the present time. However, as LS8 expands to receive TID2 development and lands within the remaining 208 area (including its own basin 20-year flows), LS4 will be required to upgrade its 4" forcemain and upsize the pumping and valving. For the purpose of our analysis, we assumed 10-years.

SUMMARY EVALUATION OF LS5

LS5 receives flow from LS4. There have been little to no upgrades to the station since its initial build in 1999, including original pumps operating at the present time. LS5 is outside the TID2 improvement area. It is sensitive to increased flow, but on a lesser degree than LS4. Where there are increased flows from LS4, the existing forcemain will need to be increased from 8" to 10" along Old Highway 51. Similar to LS4, LS5 will require a forcemain and pump upgrade when the increased development occurs for TID2, as well as the areas remaining within the 208 sewer service area. With the increase in future flows, existing 6" force main will need to be upgraded to an 8-inch force main and an interceptor from receiving point to LS7 on Gate of Heaven Drive would need to be constructed to handle the increased flow. At that future time, the pumps would be upgraded, the electrical service improved to 277/480V, and valving/piping will be reconfigured. Because LS5 is outside the TID2 area, it was not included in any present value cost analysis herein. However, a high-level cost estimate is provided for reference:

COSI SUMMARY FOR LSS						
Item	Quantity	Units	Budget Cost			
Pipe burst 6" to 8"	4,770 LF	\$81/LF	\$333,900			
Upgrade pumps & controls	1 LS	\$75,000	\$75,000			
Electrical service	1 LS	\$40,000	\$40,000			
Piping & Valves	1 LS	\$50,000	\$50,000			
Increase 8" gravity 10" interceptor	2,960 LF	\$70/LF	207,200			
Restorations*	1 LS	\$35,000	\$35,000			
		Subt	otal \$533,900			
Ancillaries	10%		\$53,390			
Planning, Engineering, Surveying, Legal	10%		\$53,390			
Contingencies	15%		\$80,085			
	Tot	al Estimated (Cost \$721,000			

COST SUMMARY FOR LS5

* Road Rehabilitation is not required in this option; cost not included.

SUMMARY EVALUATION OF LS6

LS6 takes primarily residential flows within its basin and discharges directly to LS7. Since LS6 is outside TID2 and is also outside of the 0.5-mile project boundary limit, it is not further evaluated in this supplementary memo except for total flow capacity for LS7. Similar to LS11, LS6 is well-developed with limited developable area remaining except by addition of small diameter low pressure force main systems possibly along the Wisconsin River waterway and nearby areas for a total of approximately 10 acres. Such flow would not impact LS6 or LS7 in our review. Further recommendations for LS6 will be addressed in the main Lift Station Assessment and Sewer Capacity Study.

SUMMARY EVALUATION OF LS7

LS7 receives flow from the entire westside collection system (LS11+LS8+LS4+LS5+LS6) and its own basin. As any development occurs in the TID2, LS7 may require upgrades. However, this may occur later in the planning period to allow for such development to occur. LS7 is outside of the TID2 boundary and 0.5-mile expenditure limit. Further recommendations for LS7 will be addressed in the main *Lift Station Assessment and Sewer Capacity Study, September 2023.* **ROTH PROFESSIONAL SOLUTIONS**



SUMMARY OF ALTERNATIVES

This memo is intended to outline a general framework for a particular alternative and then put budgetary numbers to those possible alternatives. Since lift stations incur expense to the sewer utility perennially, in the form of operation and maintenance expense, life cycle cost analysis method was utilized to develop present worth costs on each alternative on an apples-to-apples basis. Because almost all of the lift stations include a concrete wetwell & valve vault with a relatively long service life, 50-years are estimated for each lift station to be in service. Pumps & valves were assumed to have a 20-year replacement life, but on a lesser interest rate schedule as a derivative of inflation.

The ultimate selected alternative will involve further input, factor all topographical and property considerations, and follow a design process that allows for further refinement/evaluation of potential options. Alternatives are generally described as follows:

- A. Refurbish LS8. Use existing wet well and valve vault. Replace valves, controls, install one new pump (keep one that was installed in May 2023), upgrade electrical service. Increase force main from 4" to 6" by pipe burst method. Replace existing air release valve about 300 ft north of Beranek Road. This option requires a replacement cost at roughly the 10-year annum to address future capacity.
- B. Replace station, new electrical service, and controls. Pipe burst 4" FM to 6" FM to existing discharge point, and air release valve replacement. This option requires an upgrade cost for larger pumps at the 10-year annum to address future capacity, and for a future 10-year annum upgrade on LS4 including an upsizing of the force main of LS4.
- C. This is essentially Alternate B with the modification that LS4 costs (including the forcemain upsizing) would be completed with TID2 expenditures at the present time. That would make all costs capital costs for this alternative, except for the long-term lift station operation and maintenance.
- D. Lift Station Elimination. These options consider the possibility of eliminating either LS8 or LS4:
 - D1. Eliminate LS4. New gravity line from LS4 to TID2, TID 2 new gravity line as part of TID2 costs, bore across I-39, deepen LS8 and extend forcemain to LS5 basin, with a portion being pipe-burst from LS4 to LS5. Abandon LS4 & remaining unused forcemain.
 - D2. Eliminate LS8. Station 4 would be redesigned and deepened approximately 13 feet. New 12" gravity interceptor from LS8 to Beranek Road (LS11 to remain), bore across I-39, relay gravity line on Flanner to Old 51 as part of TID2 work, relay gravity line to LS4. Abandon LS8 & force main.

BUDGETARY COSTS ANALYSIS

Budgetary estimates are provided as follows for alternatives described above:

A. REFURBISH LS8, 6" FORCEMAIN - ALTERNATE A

Item	Quantity	Units	Budget Cost			
Upgrade, pumps, valves, vault	1 LS		\$75,000			
Electrical service – 277/480	1 LS		\$64,000			
Controls upgrade	1 LS		\$30,000			
Pipe burst 4" to 6" FM	3,500 LF	\$77/LF	\$270,000			
Restorations*	1 LS		\$20,000			
		Subto	otal \$459,000			
Ancillaries	10%		\$45,000			
Planning, Engineering, Surveying, Legal	15%		\$69,000			
Contingencies	15%		\$69,000			
Total Estimat	ed Alternativ	ve Cost (Present Wo	orth) \$642,000			
Interest Rate for Present Value	5%					
Life Cycle	50	Years				
Annual Cost per Lift Station (LS4 & LS8)	2 LS	\$26,350/Ea./Year				
	Present Va	lue of Annual Expo	enses \$962,000			
LS8 Capacity Upgrade @ 10-Year Annum, 2.5%	1 LS	\$400,000				
LS4 Capacity Upgrade & FM @ 10-Year Annum, 2.5%	1 LS	\$594,000				
Pump Replacements @ 20-Year Annum, 2.5%	2 LS	\$50,000/Ea./Year				
Present Value of One-Time Future Costs \$874,000						
Alternate A - Total Estimated Present Worth \$2,478,000						

* Road Rehabilitation is not required in this option; therefore, it is not included.

B. REPLACE AND UPSIZE LS8 WITH 6" FORCEMAIN - ALTERNATE B

Item	Quantity	Units	Budget Cost			
Replacement wet well, pumps, valves, vault	1 LS		\$300,000			
Electrical service – 277/480	1 LS		\$64,000			
Controls upgrade	1 LS		\$30,000			
Pipe burst 4" to 6" FM	3,500 LF	\$77/LF	\$270,000			
Restorations*	1 LS		\$50,000			
		Subto	otal \$714,000			
Ancillaries	10%		\$71,000			
Planning, Engineering, Surveying, Legal	15%		\$107,000			
Contingencies	15%		\$107,000			
Total Estimat	ed Alternativ	ve Cost (Present Wo	orth) \$999,000			
Interest Rate for Present Value	5%					
Life Cycle	50	Years				
Annual Cost per Lift Station	2 LS	\$26,350/Ea./Year				
	Present Va	lue of Annual Expo	enses \$962,000			
LS8 Capacity Modification @ 10-Year Annum, 2.5%	1 LS	\$75,000				
LS4 Capacity Upgrade & FM @ 10-Year Annum, 2.5%	1 LS	\$594,000				
Pump Replacements @ 20-Year Annum, 2.5%	2 LS	\$50,000/Ea./Year				
Present Value of One-Time Future Costs \$599,000						
Alternate B - Total Estimated Present Worth \$2,560,000						

* Road Rehabilitation is not required in this option; therefore, it is not included.

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C. REPLACE AND UPSIZE LS8, UPGRADE LS4 & FORCEMAIN - ALTERNATE C

Item	Quantity	Units	Budget Cost			
New station, wet well, pumps, valves, vault	1 LS		\$300,000			
LS8 Electrical service – 277/480	1 LS		\$50,000			
Controls upgrade	1 LS		\$50,000			
Pipe burst 4" to 6" FM (LS8)	3,500 LF	\$77/LF	\$270,000			
Upgrade LS4	1 LS		\$300,000			
Pipe Burst 4" to 6" FM (LS4)	3,500 LF	\$77/LF	\$270,000			
Restorations*	1 LS	\$50,000	\$50,000			
		Subtot	al \$1,290,000			
Ancillaries	10%		\$129,000			
Planning, Engineering, Surveying, Legal	10%		\$129,000			
Contingencies	15%		\$194,000			
Total Estimated Alternative Cost (Present Worth) \$1.742.000						

NOTE: ALTERNATE C REQUIRES WORK RELATED TO STATION 4

Total Estimated Alternative Cost (Present Worth) \$1,742,000

Interest Rate for Present Value	5%		
Life Cycle	50	Years	
Annual Cost per Lift Station	2 LS	\$26,350/Ea./Year	
	Present Va	lue of Annual Expe	enses \$962,000
Pump Replacements @ 20-Year Annum, 2.5%	2 LS	\$50,000/Ea./Year	
Р	resent Value of	One-Time Replace	ments \$98,000
Alternate C - To	otal Estimate	d Present Worth	\$2,802,000

D1. REPLACE AND UPSIZE LS8, ABANDON LS4, INTERCEPTOR TO LS8 - ALTERNATE D1

NOTE: ALTERNATE D1 REQUIRES WORK RELATED TO STATION 4

Item	Quantity	Units	Budget Cost
New station, valves, & vault (increase 6' deep)	1 LS		\$350,000
Electrical service – 277/480	1 LS		\$64,000
Controls upgrade	1 LS		\$50,000
Pipe burst 4" to 6" FM	3,500 LF	\$80/LF	\$280,000
Install 6" FM w/restoration (current discharge 8 to 4 fm)	1,860 LF	\$70/LF	\$130,200
Pipe burst 4" to 6" (Fm from LS4 to LS5)	3,220 LF	\$80/LF	\$257,600
Install 12" interceptor sewer (from discharge to LS5)	1,700 LF	\$75/LF	\$127,500
Bore 6" FM under interstate w/pipe	300 LF	\$650/LF	\$195,000
Abandon Station 4	1 LS		\$50,000
Install 10" interceptor from Station 4 to Station 8 (4)	4,300 LF	\$70/LF	\$301,000
Bore 10" gravity under interstate w/pipe (4)	450 LF	\$750/LF	\$337,500
Restorations*	1 LS		\$50,000
		Subtota	al \$2,192,000
Ancillaries	10%		\$219,000
Planning, Engineering, Surveying, Legal	10%		\$219,000
Contingencies	15%		\$329,000
Total Estimated A	Iternative Cos	st (Present Wor	th) \$2,959,000

Interest Rate for Present Value	5%		
Life Cycle	50	Years	
Annual Cost per Lift Station (10 Stations)	1 LS	\$29,000/Ea./Year	
Savings of Abandoned Lift Station	1 LS	(\$29,000/Ea./Year)	
	Present V	alue of Annual Expe	nses Net Zero
Pump Replacements @ 20-Year Annum, 2.5%	1 LS	\$50,000/Ea./Year	
Р	resent Value o	f One-Time Replacer	nents \$49,000
Alternate D1 - To	tal Estimate	ed Present Worth	\$3,008,000

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D2. DEEPEN LS4, ELIMINATE LS8, INTERCEPTOR FROM LS8 TO LS4, ALTERNATE D2 NOTE: ALTERNATE D2 REQUIRES WORK RELATED TO STATION 4

NOTE. ALTERNATE D2 REQUIRES WORK			
Item	Quantity	Units	Budget Cost
New station, wet well, pumps, valves, vault @ Station 4	1 LS		\$750,000
Controls upgrade	1 LS		\$50,000
Pipe burst 4" to 6" FM (LS4 to LS5)	3,500 LF	\$77/LF	\$269,500
Install 12" interceptor sewer (8 to 4) (average 30 ft deep)	4,940 LF	\$160/LF	\$790,400
Bore 12" under interstate w/pipe (8 to 4)	260 LF	\$750/LF*	\$195,000
Manholes (approx. 15 @ 30' deep)	1 LS		\$100,000
Restorations*	1 LS		\$50,000
		Subtot	al \$2,205,000
Ancillaries	10%		\$220,000
Planning, Engineering, Surveying, Legal	10%		\$220,000
Contingencies	15%		\$331,000
Total Estimated A	lternative Cos	st (Present Wor	th) \$2,976,000

Interest Rate for Present Value	5%		
Life Cycle	50	Years	
Annual Cost per Lift Station (10 Stations)	1 LS	\$29,000/Ea./Year	
Savings of Abandoned Lift Station	1 LS	(\$29,000/Ea./Year)	
	Present V	alue of Annual Expe	nses Net Zero
Pump Replacements @ 20-Year Annum, 2.5%	1 LS	\$50,000/Ea./Year	
Pr	esent Value o	f One-Time Replacer	nents \$49,000
Alternate D2 - Total Estimated Present Worth \$3,025,000			

SUMMARY OF COSTS:

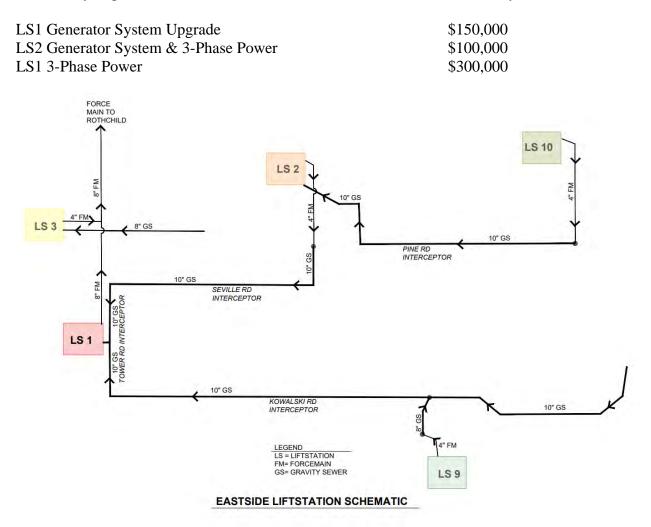
Alt.	Description	Capital Cost	Present Worth Cost
А	Refurbish LS8, 6" Forcemain (LS4 & LS8 Upgrade in 10-years)	\$642,000	\$2,478,000
В	Rebuild LS8 with 6" Forcemain (LS4 Upgrade in 10-years)	\$999,000	\$2,560,000
C	Replace and Upsize LS8, Upgrade LS4 & Forcemain (LS4 Upgrade at Present Time)	\$1,742,000	\$2,802,000
D1	Replace and Upsize LS8, Abandon LS4, Interceptor to LS8 (All Costs at Present Time)	\$2,959,000	\$3,008,000
D2	Abandon LS8, Deepen LS4, Interceptor from LS8 to LS4 (All Costs at Present Time)	\$2,976,000	\$3,025,000

/

EASTSIDE COLLECTION SYSTEM COMMENTARY

Although the Eastside system does not affect TID#2, LS8 or LS4, it is appropriate to mention the outcome of our analysis with respect to required capital improvement costs to the utility. Our analysis of the eastside indicates that all interceptors and forcemains are adequate for their current capacity. Additionally, the lift stations are adequate for their current purpose and demand. There are no immediate capital improvement projects stemming from a critical system need, other than power and generator service to the stations, especially the collector lift stations.

A summary of power service costs is as follows for the Eastside Collection System:



As for future projects, where additional development occurs in the areas east of Pleasant Road, this area can be served by the gravity sewer interceptor system of LS1 and avoid future lift stations should that area go into continued rural residential development as the Comprehensive Plan calls for. This requires upsizing of the existing Kowalski interceptor as it collects to LS1.

ROTH PROFESSIONAL SOLUTIONS Professional Consulting. Practical Solutions. The area on the south side of the Bull Junior Creek can be served by LS9 if development should occur in the near occurrence. In the long term, LS9 could potentially be eliminated with careful planning and the extension of an interceptor as those projects are able to be phased in over time.

Similarly LS10, with careful planning can be eliminated with the extension of an an interceptor to LS2 and its existing interceptor system.

RECOMMENDATION

Since LS8 and LS4 are within the TID expenditure range and are linked in system required upgrades that are needed for TID2 development as well as future capacity within the 208 area, those projects are recommended to be moved along a timeframe that allows for contracting by the end of 2024 prior to the close out deadline of TID2. The ultimate design and final improvement schedule will be identified as more detail and design is completed. But overall, the improvements would go towards better system reliability, improved planning capacity, and orderly minimization of long-term replacement costs with those lift stations.

Respectfully,

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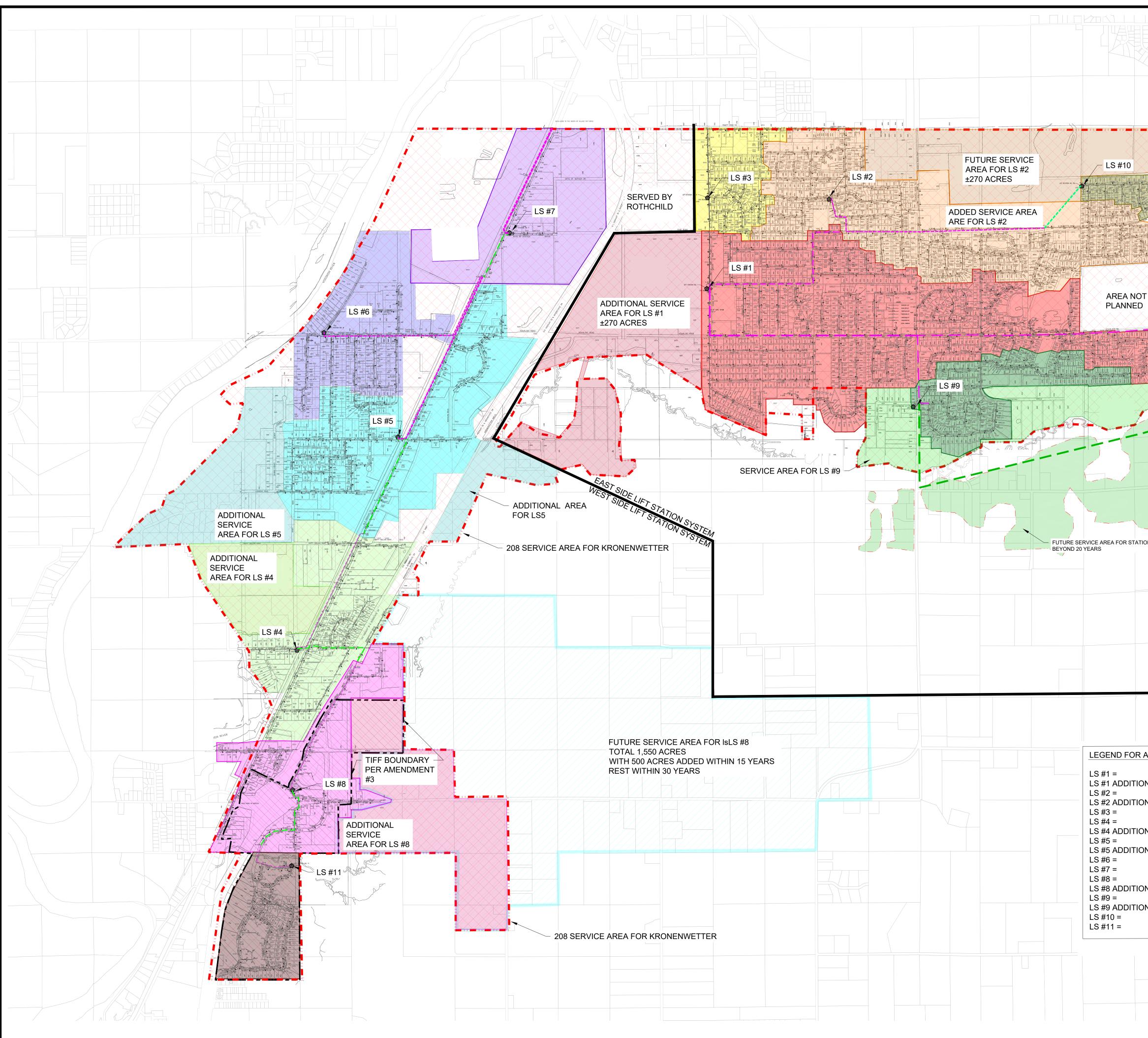
Robert J. Roth, PE

Attachments:

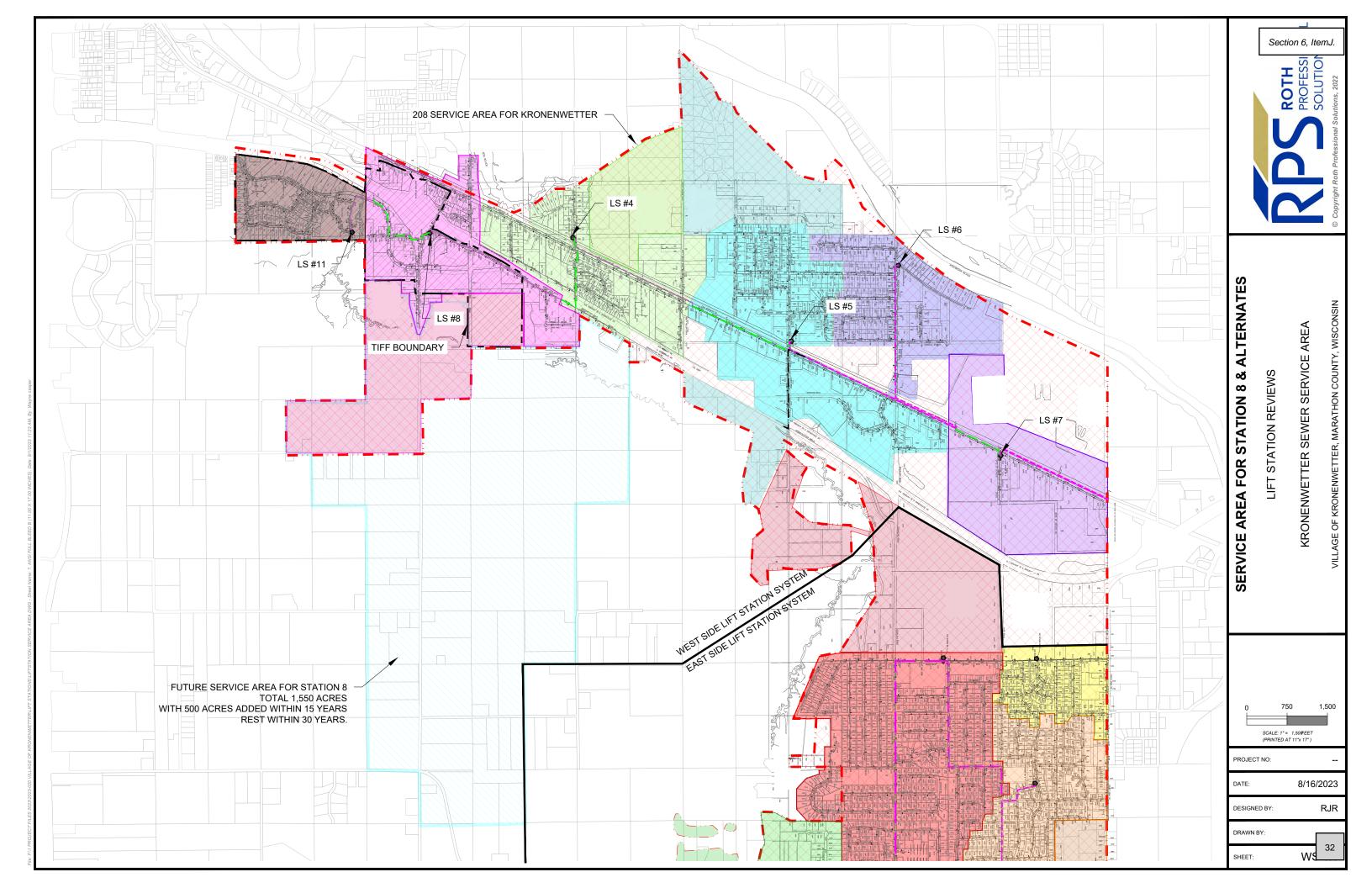
Overall Sewer Collection & LS Basin Map Westside Sewer Collection System Map TID2 & LS8, LS4 Area Map Eastside Sewer Collection System Map

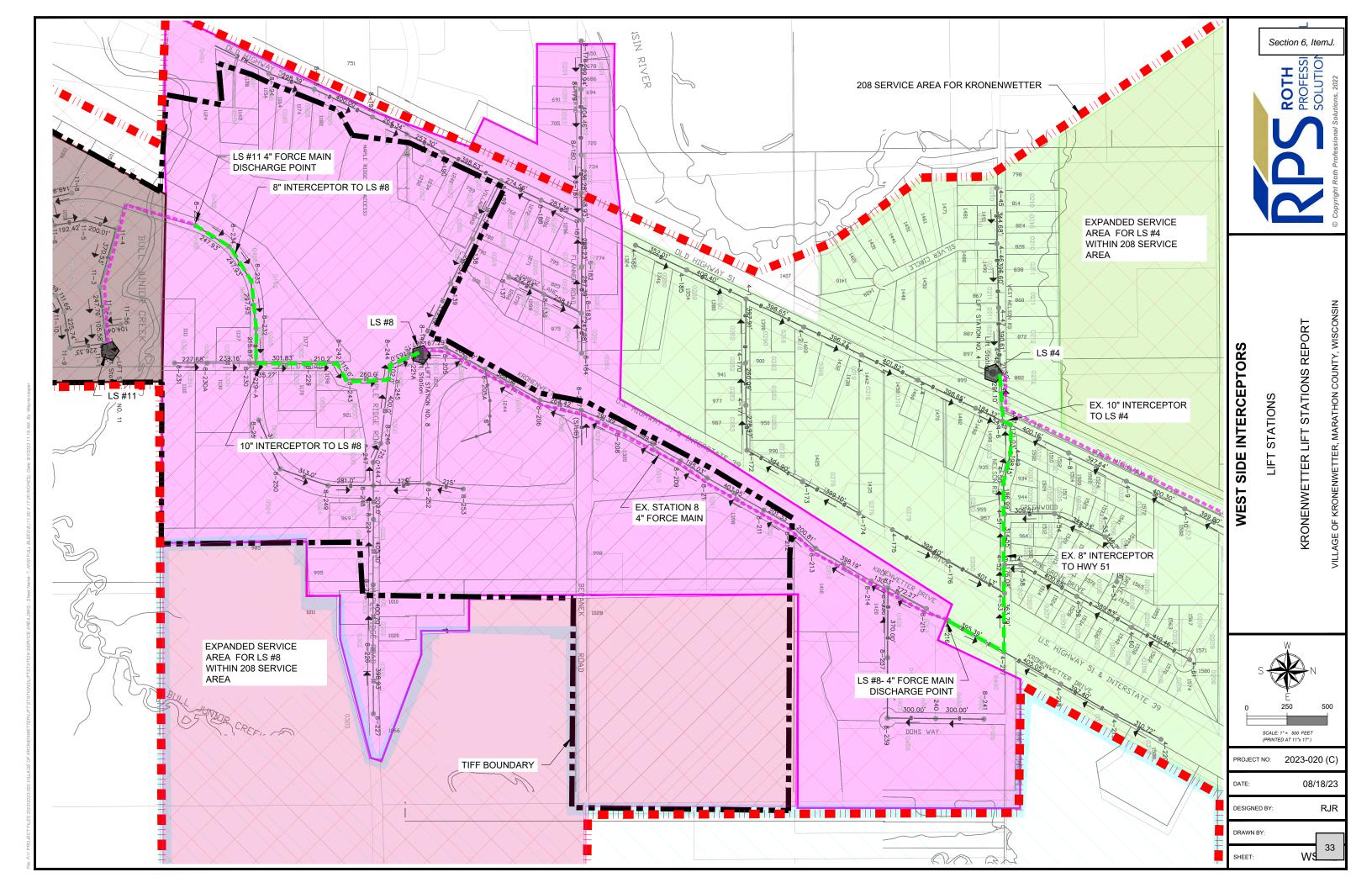
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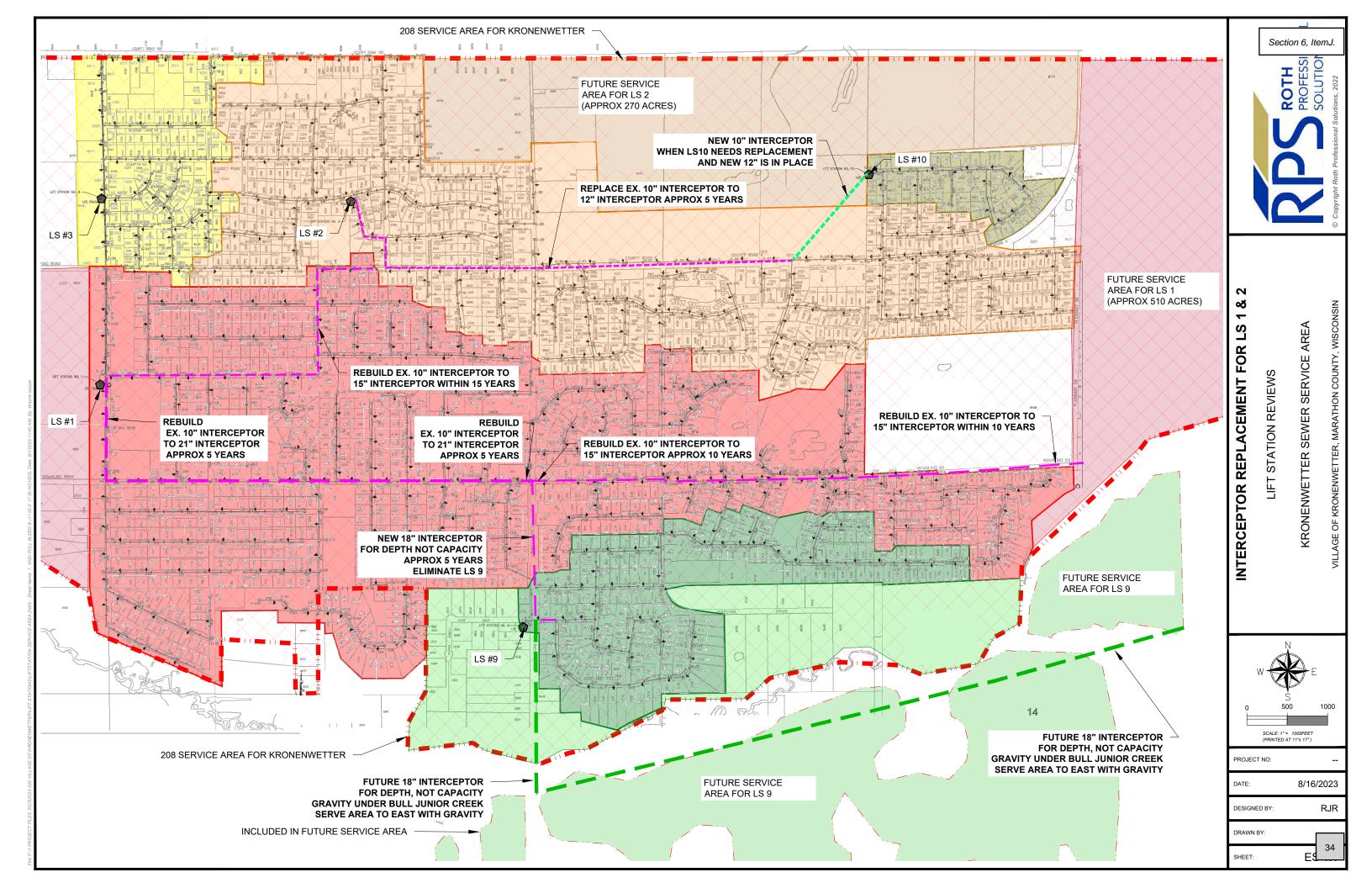




		Section 6, ItemJ.
		PROFESSIONAL SOLUTIONS
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FUTURE SERVICE AREA FOR STA BEYOND 20 YEARS.		
		EA MAP ION AREAS WETTER ION COUNTY WISCONSIN
ION 9		LIFTSTATION AREA MAP EAST & WEST LIFTSTATION AREAS VILLAGE OF KRONENWETTER VILLAGE OF KRONENWETTER, MARATHON COUNTY WISCONSIN
		VILLAGE
AREAS DNAL = 208 SERVICE AREA = DNAL = TIFF BOUNDARY = LS #8 AREA = DNAL =		
DNAL =		SUBMITTED TO: CLIENT XXXX
		W S 0 15 30 45 SCALE: 1" = 30' FEET (PRINTED AT 24" x 36") SCALE: 1" = 30' FEET PROJECT NO: 2022-004 (C) DATE: 09/01/23
	DICCERS HOTLINE WISCONSIN'S ONE-CALL CENTER 811 OR (800) 242-8511	DESIGNED BY: RR DRAWN BY: WAC
	Per Wisconsin Statute 182.0175, contact Digger's Hotline for a utility locate a minimum of three business days prior to beginning excavation	SHEETWS1.1 & ES2.1 31







Preliminary Project Priority List

SUBJECT TO CHANGE

Rank	Project Description	Current	Short Term	Long Term
		0-5 years	5-10 years	10+ years
1	LS8 & FM Upgrade if within TID2	\$1,000,000		
2	LS4 & FM Upgrade if within TID2	\$600,000		
3	LS1 Generator Upgrade	\$150,000		
4	LS7 Gas Mitigation & 3-Phase Power	\$75,000		
5	LS2 Generator & 3-Phase Power		\$100,000	
6	LS3 Elimination, New Interceptor		\$500,000	
7	LS1 Interceptor Upsizings			TBD*
8	LS10 Elimination			TBD*
9	LS5 & FM Upgrade, Interceptor			\$721,000*
10	LS7 Upgrade			TBD
11	LS1 Upgrade & 3-Phase Power			TBD*
12	LS6 Electrical Upgrade			TBD
13	LS9 Elimination & Interceptor			TBD*
	*or as develop	oment occurs	•	

REPORT TO RDA/VB



ITEM NAME:	TID 2	
MEETING DATE:	9/7/2023	
PRESENTING COMMITTEE:	RDA/VB	
COMMITTEE CONTACT:		
STAFF CONTACT:	Lisa Kerstner	
PREPARED BY:	Lisa Kerstner	

ISSUE: Can TID 2 afford projects.

OBJECTIVES: Discuss the projection of TID 2.

ISSUE BACKGROUND/PREVIOUS ACTIONS: Giving time for Finance Direct to understand where the TID was financially.

PROPOSAL: Make sure the TID can afford the projects.

ADVANTAGES: Making sure the TID can afford the projects.

DISADVANTAGES: Spending more than the TID would make.

ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.) n/a

RECOMMENDED ACTION: Move forward with the projects as the TID will be able to handle the debt.

OTHER OPTIONS CONSIDERED: None

TIMING REQUIREMENTS/CONSTRAINTS: Expenditure period ends Nov. 2024.

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$

Remaining CFY Account Number: Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

ATTACHMENTS (describe briefly):

TID #2 BUDGET YEAR 2024 - Estimate (still needs Admin Approval)

REVENUES	AD	OPTED BUDGET 2023:	Α	CTIVITY THROUGH 06/30/2023:	ES	TIMATED YEAR END 2023:	PR	OPOSED BUDGET 2024:	COMMENTS:
Property Tax Revenue	\$	755,000.00	\$	980,254.93	\$	980,254.93	\$	980,255.00	
State Exempt Computer Aid	\$	41,800.00	\$	41,799.91	\$	41,799.91	\$	41,799.91	
Personal Property State Aid	\$	2,500.00	\$	2,495.22	\$	2,495.22	\$	2,495.22	
Miscellaneous Revenue	\$	1,000.00	\$	-	\$	-	\$	-	
Interest Earned on Investments	\$	4,000.00	\$	14,575.45	\$	25,888.50	\$	25,000.00	
Proceeds; Loans/Financing	\$	-	\$	-	\$	-	\$	6,100,000.00	Assume we take a loan
	\$	804,300.00	\$	1,039,125.51	\$	1,050,438.56	\$	7,149,550.13	

EXPENDITURES	A	DOPTED BUDGET 2023:	A	CTIVITY THROUGH 06/30/2023:	E	STIMATED YEAR END 2023:	PF	OPOSED BUDGET 2024:	COMMENTS:
Prfl Services; Engineering	\$	50,000.00	\$	-	\$		\$		Ancillary Cost
Prfl Services; Marketing	\$	10,000.00		-	\$	-	\$	10,000.00	,
Prfl Services; Legal	Ś	8,500.00		-	Ś	-	Ś	8,500.00	
Construction:	'	-,	\$	-	\$	-	'	-,	
Beranek Rd	\$	100,000.00			·				
Village Rd - Jamroz Rd - Flanner Rd	\$	70,000.00					\$	5,000.00	
Beranek Rd							\$	1,000,000.00	
Village Rd - Jamroz Rd - Flanner Rd							\$	500,000.00	
Lift Station 8 & 4							\$	1,742,000.00	
TIF Incentives	\$	50,000.00	\$	-	\$	-	\$	1,000,000.00	Development Incentive
Bank and Investment Fees	\$	1,800.00	\$	1,900.24	\$	-	\$	2,000.00	
Office Supplies	\$	-	\$	20.28	\$	-	\$	40.00	
TIF Auditing	\$	1,900.00	\$	300.00	\$	-	\$	4,000.00	
TIF Consulting	\$	-	\$	6,248.97	\$	-	\$	20,000.00	
ADMINISTRATIVE STAFF									
Salaries & Wages	\$	10,971.00	\$	6,011.81	\$	-	\$	13,165.20	
FICA Taxes	\$	840.00	\$	287.49	\$	-	\$	1,008.00	
Health Insurance	\$	2,835.00	\$	(111.24)	\$	-	\$	3,402.00	
Retirement (WRS)	\$	747.00	\$	187.24	\$	-	\$	896.40	
Mileage	\$	250.00	\$	-	\$	-	\$	1,000.00	
RDA Committee Compensation	\$	300.00	\$	-	\$	-	\$	300.00	
Land Purchase	\$	-	\$	-	\$	-	\$	2,000,000.00	Properties
Debt Service - Principal	\$	-	\$	-	\$	-	\$	508,075.00	Assumes a borrowing in 2023
Debt Service - Interest	\$	-	\$	-	\$	-	\$	244,000.00	Assumes a borrowing in 2023
Bond Issuance Costs	\$	-	\$	-	\$	-	\$	1,000.00	
Transfers to Other Funds	\$	-	\$	-	\$	-	\$	-	_
	\$	308,143.00	\$	14,844.79	\$	-	\$	7,114,386.60	_

35,163.53 Difference Between Income and Expenses

\$

Section 6, ItemK.

ESTIMATED ACTIVITY BY	YEA	R WITH BO	RRO	WING:										
			Р	ROCEEDS	5									
				FROM		PAY	MENTS ON				Est	imated Cash	Growth Factor	
	1	Revenue	BO	RROWIN	G:	BOF	ROWING:	E	Expense	Net	0	n Hand YE:	for Tax:	Comments/Assumptions:
2022	\$	804,540	\$		-	\$	-	\$	(22,528)	\$ 782,012	\$	396,831	Actual	Actual Activity
														Assumes borrowing for land purchase, marketing, construction in 2023. Final
2023	\$	1,029,550				\$	-	\$	(3,478,143)	\$ (2,448,593)	\$	(2,051,762)	Actual	lawsuit payment.
2024	\$	1,049,550	\$	6,100,0	00	\$	(752,075)	\$	(6,362,312)	\$ 35,163	\$	(2,016,598)	0%	Assumes construction complete 2025, all contracts in place in 2024.
2025	\$	1,024,550	\$		-	\$	(752,075)	\$	(45,812)	\$ 226,663	\$	(1,789,935)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2026	\$	1,024,550	\$		-	\$	(752,075)	\$	(46,728)	\$ 225,747	\$	(1,564,189)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2027	\$	1,024,550	\$		-	\$	(752,075)	\$	(47,663)	\$ 224,812	\$	(1,339,376)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2028	\$	1,024,550	\$		-	\$	(752,075)	\$	(48,616)	\$ 223,859	\$	(1,115,517)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2029	\$	1,024,550	\$		-	\$	(752,075)	\$	(49,588)	\$ 222,887	\$	(892,631)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2030	\$	1,024,550	\$		-	\$	(752,075)	\$	(50,580)	\$ 221,895	\$	(670,736)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2031	\$	1,024,550	\$		-	\$	(752,075)	\$	(51,592)	\$ 220,883	\$	(449,852)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2032	\$	1,024,550	\$		-	\$	(752,075)	\$	(52,624)	\$ 219,851	\$	(230,001)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2033	\$	1,024,550	\$		-	\$	(752,075)	\$	(53,676)	\$ 218,799	\$	(11,202)	0%	Assumes expenses are minimal/staff, audit & we borrowed
2034	\$	1,024,550	\$		-	\$	(752,075)	\$	(365,525)	\$ (93,050)	\$	(104,251)	0%	Expenses increased for closeout of TID/Payoff Debt Service Advance

Krönenweller

REPORT TO RDA/VB

	ITEM 7.2 – 7.3
ITEM NAME:	Award engineering consultant contract for the design of Lift Stations 8-4 TID 2
MEETING DATE:	9/7/2023
PRESENTING COMMITTEE:	RDA/VB
COMMITTEE CONTACT:	
STAFF CONTACT:	Duane Gau
PREPARED BY:	Duane Gau

ISSUE: Award engineering consultant contract for the design of Lift Stations 8-4 TID2 to RPS.

OBJECTIVES: Award engineering consultant contract for the design of Lift Stations 8-4 TID2 to RPS to be able to capture project that can be achieved through TID 2 Funds.

ISSUE BACKGROUND/PREVIOUS ACTIONS: RPS has been retained by the Village to conduct a sanitary sewer study that encompasses the Village lift station. RPS has provided the study information to the Village Utility Committee.

Seeing that TID 2 projects will need to be starting by the end of 2024. RPS accelerated its findings for the westside chain of lift station with priority on Lift Stations 8-4

PROPOSAL: Award engineering consultant RPS for the TID 2 designs of lift stations 8-4

ADVANTAGES: Complete the Design of these project for construction to occur before the expenditure period end in 2024 to capture particle funding form TID 2.

DISADVANTAGES: None.

ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.) TID 2 has the funding source through bonding and paying off the principal and interest by proceeds in TID 2.

RECOMMENDED ACTION by RDA: Motion to recommend the Village Board to enter into a contract with RPS for the design of Lift Stations 8-4.

RECOMMENDED ACTION by Village Board: Motion to approve entering into a contract with RPS for the design of Lift Stations 8-4.

OTHER OPTIONS CONSIDERED: N/A

TIMING REQUIREMENTS/CONSTRAINTS: Design process to achieve Bid letting & contract in place by December 2024.

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$ Remaining CFY Account Number: TID 2 Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

ATTACHMENTS (describe briefly): Contract agreement.

ENGINEERING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of September ___, 2023 by and between the VILLAGE OF KRONENWETTER (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES

Consultant shall perform or furnish professional services, as outlined in the "Request for Proposals: TID 2 Project A & B as outlined below (Hereinafter, RFP). The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

The services to be provided include, but are not limited to the following:

PROJECT A – Beranek Road Reconstruction, Trail, Utilities

The scope of services Project A shall be worked concurrently with Project B.

PROJECT B - Flanner, Jamroz, Village Road Reconstruct & Drainage

The scope of services for Project B is to be concurrent with Project A. Project B includes stormwater planning and administration which will likely include easement or right-of-way acquisition. Traditional road rehabilitation is planned in the work. The water and sewer utilities will be limited , that will cover manhole inspections for the repair or replacement of manholes or manhole castings .valves integral with pavement construction. A new water main connection between south end of Jamroz to west end of Village roads. Utility coordination will be required, but it not likely that ordinary gas and electric facilities will require major relocation.

The following is a summary of services for the original scope of work within TID2:

- Prepare project schedule based on 50%, 90%, 100% bid plans
- Title work by Surveyor
- Comprehensive road and R/W survey
- Geotechnical/borings completed and located
- Project mapping, data, CAD development
- Due diligence on initial permitting
- Preliminary drainage plan, 50%
- Prepare public participation plan, including assessment process
- Initiate public contacts direct property owner involvements
- Meet with DPW and Staff on project coordination, data, conditions
- Preliminary design report (pavement, base, etc.) 50%
- Utilities coordination

- Drainage analysis and report 90%
- Street lighting plans
- Erosion control plans
- Project plans and specifications 90%
- Preliminary assessment roll
- Municipal presentation/delivery
- Preliminary assessment report
- Finalize permitting
- Public involvement meeting(s)
- Bid documents 100%
- Public hearing for assessments pursuant to Wis. Stats.
- Bid opening & contracts
- Final assessment roll and report

Exclusions:

- Right-of-Way or Easement Land Cost Negotiation
- Environmental, Ecological or Archaeological Mitigation Services, Wetland Delineations
- Railroad Coordination (for a railway obstruction)
- Retaining Wall Design (not anticipated)
- \circ Construction Services (to be identified at time of construction)

PROJECT C: Lift Station 8, Lift Station 4

The following is a scope of work for the tasks involved in Lift Station #8 Replacement, and Lift Station #4 upgrade:

- Schematic Design & Analysis (Completed)
- Data Acquisition, Research, Mapping
- Geotechnical
- Design Report
- Meetings (Updates, Site Visits & Municipal)
- Utilities Coordination, Power Service Upgrade & Connections
- Engineering Plans & Specifications Civil Sheets, Mechanical Sheets, Electrical Sheets, Process & Related Site Infrastructure, Forcemain, Air Release Manholes
- Permitting & Submittals
- Bid Documents for Sitework, Concrete, Metals, Pumps, Equipment, Piping, Manholes, Electrical, Instrumentation, Finishes
- Coordinate Bidding and Contracting Process

B. COMPENSATION

Consultant shall provide professional services through each of the two (2) specified parts of the project as authorized by the Village, with those services being combined for one (1) project/billing format. The Consultant has estimated 1200 hours, not including subconsultants. Subconsultants shall be billed through RPS and will appear on the invoice with their respective itemization. Services are to be compensated on

\$_		Original TID2 Scope
\$	80,000	LS8 & LS4

an allocated lump sum fee for each analysis part as follows:

RPS Current Hourly Rates Through This Project Phase:

RPS President, Project Manager	\$150/hr
RPS Surveyor	\$130/hr
Project Engineer, Modeler	\$120/hr
Staff Engineer or Associate	\$100/hr
Technician	\$95/hr

C. PROFESSIONAL STANDARDS

In conducting the services, Consultant and its designated Sub-Consultants. will apply current professional judgment and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those servicers are rendered, and not according to later established standards.

D. CONSULTANT'S AUTHORIZED REPRESENTATIVE

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant's policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village Administrator.

Principal Municipal Engineer and Main Contact: Robert J. Roth, PE

Design Engineer, Modeler:	Yuanyuan Zhao, PE, PhD
Engineering Technician:	Wayne Casper
Alternate Engineering Assistance:	Chuck Leet, PE
	Ed Kallas, PE
	Kalvin Klimeck, RLS, PE
Geotechnical Subconsultant: PSI Int	tertek
	Jeff Fischer, PE
Surveying:	Kalvin Klimeck, RLS, PE

E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third-party copies of any such documents for any purpose whatsoever as if the

documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.

2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping.

SECTION II – VILLAGE RESPONSIBILITIES

A. VILLAGE RESPONSIBILITIES FOR PROJECT

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

- 1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.
- 2. Schedule and properly notice public meetings as identified within the scope. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, landowners, concerned citizens, etc.
- 3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement. Direct communication(s) by the Village to individual property owners may also be required.
- 4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
- 5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
- 6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.

- 7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
- 8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

B. VILLAGE'S AUTHORIZED REPRESENTATIVE

The Village's Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

SECTION III – PERIOD OF SERVICES

A. TIMETABLE

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

1. Contract execution and kick-off meeting	September 20, 2023
2. Data collection, evaluation, mapping	Completed
3. Initial Utility Coordination	October 15, 2023
4. Survey	November 1, 2023
5. Preliminary Drainage Study	December, 2023
6. Preliminary 50% Plans/Design	February, 2024
7. Presentation to Village Staff	February 2024
8. Public Information Meeting	March, 2024
9. Final Utility Coordination	April 15, 2024
10. 90% Project Plans and Final Drainage Study	April 30, 2024
11. Presentation to Village Staff	May 30, 2024
12. Public Information Meeting (Optional)	June 2024
13. Full Plans 100%, Specifications	July2024
14. Bid Project (2025 Construction)	October, 2024
15. Award Contract	November 2024
16. Project Completion	November 2025

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant. Due to the extensive public involvement required for the project, this timeframe could be subject to delays. This can be from extended easement or right-of-way acquisition discussions, additional required public involvement or other outside jurisdictional requirement.

B. TERM OF AGREEMENT

This Agreement shall commence as of the date set forth above and shall expire on the date upon which the final documents for all parts of project are received by the Village.

C. TERMINATION OF AGREEMENT

- 1. The obligation to provide further services under this Agreement may be terminated:
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
- 3. By Village effective upon the receipt of the Village's notice by Consultant.
 - a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

SECTION V – GENERAL PROVISIONS

A. INSURANCE

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

B. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

C. INDEMNIFICATION

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

D. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

E. DISPUTE RESOLUTION

- 1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
 - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
 - b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.
 - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
 - 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

F. SEVERABILITY

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly. IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF KRONENWETTER

Chris Voll, Village Board President	CONSULTANT			
	By:			
Date:	Date:			

REPORT TO RDA/VB



ITEM NAME:	Award engineering consultant contract for the design of Beranek Road roadway, sewer, water mains and trail. And Village Rd., Jamroz Rd., and
	Flanner Rd. TID 2 (Project A-B)
MEETING DATE:	9/7/2023
PRESENTING COMMITTEE:	RDA/VB
COMMITTEE CONTACT:	
STAFF CONTACT:	Duane Gau
PREPARED BY:	Duane Gau

ISSUE: Award engineering consultant contract for designs in TID 2 to RPS.

OBJECTIVES: Award engineering consultant contract for the above issue to achieve construction of the projects in 2024

ISSUE BACKGROUND/PREVIOUS ACTIONS: RDA & VB authorize solicitation of proposals according to FIN-004 for the above project. Village staff requested RFPs from five (5) firms.

Two (2) firms submitted proposals MSA & RPS. Both firms are very qualified to perform the designs. Each firm provided a detailed proposal on Project B, each firm approached the stormwater matter with different alternatives. Their stormwater alternative uses are best engineering practices and have a slight difference in estimated projected project cost. The ranking of the firms is close and both firms have done work with the Village in the past. MSA design cost is \$124,000 and RPS design cost is \$107,500.

PROPOSAL: Award engineering consultant RPS for the TID 2 design for Project A & B.

ADVANTAGES: Complete the Design of these project for construction to occur before the expenditure period end in 2024.

DISADVANTAGES: None.

ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.) TID 2 has a funds to complete the design in 2023-24

RECOMMENDED ACTION: Motion to approve entering into a contract with RPS for design of Beranek Road roadway, sewer, water mains and trail. And Village., Jamroz, and Flanner Rd. TID 2 (Project A-B). Not to exceed \$107,500.00

OTHER OPTIONS CONSIDERED: N/A

TIMING REQUIREMENTS/CONSTRAINTS: Design process to be completed by April 2024 for a Bid letting for May 2024

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/

Remaining CFY Account Number: TID 2 Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

ATTACHMENTS (describe briefly): Contract agreement.

ENGINEERING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of August ___, 2023 by and between the VILLAGE OF KRONENWETTER (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES

Consultant shall perform or furnish professional services, as outlined in the "Request for Proposals: TID 2 Project A & B as outlined below (Hereinafter, RFP). The Consultant shall provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

The services to be provided include, but are not limited to the following:

PROJECT A – Beranek Road Reconstruction, Trail, Utilities

The scope of services Project A shall be worked concurrently with Project B.

PROJECT B - Flanner, Jamroz, Village Road Reconstruct & Drainage

The scope of services for Project B is to be concurrent with Project A. Project B includes stormwater planning and administration which will include easement or right-of-way acquisition. Traditional road rehabilitation is planned in the work. The water and sewer utilities will be limited, that will cover manhole inspections for the repair or replacement of manholes or manhole castings .valves integral with pavement construction. A new water main connection between the south end of Jamroz to west end of Village roads. Utility coordination will be required, but it is not likely that ordinary gas and electric facilities will require major relocation.

The following is a summary of services:

- Prepare project schedule based on 50%, 90%, 100% bid plans
- Title work by Surveyor
- Comprehensive road and R/W survey
- Geotechnical/borings completed and located
- Project mapping, data, CAD development
- Due diligence on initial permitting
- Preliminary drainage plan, 50%
- Prepare public participation plan, including assessment process
- Initiate public contacts direct property owner involvements
- Meet with DPW and Staff on project coordination, data, conditions
- Preliminary design report (pavement, base, etc.) 50%
- Utilities coordination

- Drainage analysis and report 90%
- Street lighting plans
- Erosion control plans
- Project plans and specifications 90%
- Preliminary assessment roll
- Municipal presentation/delivery
- Preliminary assessment report
- Finalize permitting
- Public involvement meeting(s)
- Bid documents 100%
- Public hearing for assessments pursuant to Wis. Stats.
- Bid opening & contracts
- Final assessment roll and report

Exclusions:

- Right-of-Way or Easement Land Cost Negotiation
- Environmental, Ecological or Archaeological Mitigation Services, Wetland Delineations
- Railroad Coordination (for a railway obstruction)
- Retaining Wall Design (not anticipated)

B. COMPENSATION

Consultant shall provide professional services through each of the two (2) specified parts of the project as authorized by the Village, with those services being combined for one (1) project/billing format. The Consultant has estimated 625 hours, not including subconsultants. Subconsultants shall be billed through RPS and will appear on the invoice with their respective itemization. Services are to be compensated on an allocated lump sum fee for each analysis part as follows:

\$__107,500_____

RPS Current Hourly Rates Through This Project Phase:

RPS President, Project Manager	\$150/hr.
Project Engineer, Modeler	\$120/hr.
Staff Engineer or Associate	\$100/hr.
Technician	\$95/hr.

C. PROFESSIONAL STANDARDS

In conducting the services, Consultant, and its designated Sub-Consultants, will apply current professional judgment and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village 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 established standards.

D. CONSULTANT'S AUTHORIZED REPRESENTATIVE

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant's policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village Administrator.

Principal Municipal Engineer and Main Contact: Robert J. Roth, PE

Design Engineer, Modeler:	Yuanyuan Zhao, PE, PhD
Engineering Technician:	Wayne Casper
Alternate Engineering Assistance:	Chuck Leet, PE
	Ed Kallas, PE
	Kalvin Klimeck, RLS, PE
Geotechnical Subconsultant: PSI Int	tertek
	Jeff Fischer, PE

E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED

- 1. All documents developed because of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public with any third-party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.
- 2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations, or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy the last remaining copy of any such document without first offering it to the Village for safekeeping.

SECTION II – VILLAGE RESPONSIBILITIES

A. VILLAGE RESPONSIBILITIES FOR PROJECT

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement,

upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.

- 2. Schedule and properly notice public meetings as identified within the scope. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, landowners, concerned citizens, etc.
- 3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement. Direct communication(s) by the Village to individual property owners may also be required.
- 4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
- 5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
- 6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
- 7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
- 8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

B. VILLAGE'S AUTHORIZED REPRESENTATIVE

The Village's Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret, and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

SECTION III – PERIOD OF SERVICES

A. TIMETABLE

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

1. Contract execution and kick-off meeting	September 15, 2023
2. Data collection, evaluation, mapping	October 15, 2023
3. Initial Utility Coordination	October 15, 2023
4. Survey	October 15, 2023
5. Preliminary Drainage Study	October 30, 2023
6. Preliminary 50% Plans/Design	October 31, 2023
7. Public Information Meeting	October 2023
8. Final Utility Coordination	December 15, 2023
9. 90% Project Plans and Final Drainage Study	December 15, 2023
10. Presentation to Village Staff	December 30, 2023
11. Public Information Meeting (Optional)	December 2023
12. Full Plans 100%, Specifications	February 2023
13. Bid Project	March 2024
14. Award Contract	April 2024
15. Project Completion	December 2024

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant. Due to the extensive public involvement required for the project, this period could be subject to delays. This can be from extended easement or right-of-way acquisition discussions, additional required public involvement, or another outside jurisdictional requirement.

B. TERM OF AGREEMENT

This Agreement shall commence as of the date set forth above and shall expire on the date upon which the final documents for all parts of project are received by the Village.

C. TERMINATION OF AGREEMENT

- 1. The obligation to provide further services under this Agreement may be terminated:
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited

failures.

- 2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
- 3. By Village effective upon the receipt of the Village's notice by Consultant.
 - a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable value of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

SECTION V – GENERAL PROVISIONS

A. INSURANCE

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

B. ENTIRE AGREEMENT

This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

C. INDEMNIFICATION

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

D. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

E. DISPUTE RESOLUTION

- 1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
 - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
 - b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.
 - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
 - 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

F. SEVERABILITY

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF KRONENWETTER

Chris Voll, Village Board President	CONSULTANT
	Ву:
Date:	Date:
	Date:
Bobbi Birk-LaBarge, Clerk	