

# 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<br>451-51400-464-000 | TIF AUDITING<br>TIF CONSULTING | 540.00<br>169.65 | 690.00<br>406.11 | 960.00<br>.00 | 270.00<br>( 406.11) | 71.9<br>.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<br>451-11310 | POOLED CASH<br>INCREDIBLE TAX SAVINGS<br>LGIP - GENERAL<br>ASSOCIATED BK-DEBT SVC RESERVE<br>TOTAL ASSETS | ( | 1,445,404.26)<br>336,039.47<br>25,370.04<br>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<br>REVENUE OVER EXPENDITURES - YTD   | ( | 2,431,583.55)<br>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<br>452-51400-460-000 | BANK AND INVESTMENT FEES<br>OFFICE SUPPLIES | .00<br>20.14       | 1,900.24<br>40.42    | 1,800.00<br>.00 | ( 100.24)<br>( 40.42) | 105.6<br>.0 |
| 452-51400-463-000<br>452-51400-464-000 | TIF AUDITING<br>TIF CONSULTING              | 1,080.00<br>283.15 | 1,380.00<br>6,532.12 | 1,900.00<br>.00 | 520.00<br>( 6,532.12) | 72.6<br>.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<br>452-11108<br>452-11310 |  |   | 411,696.89<br>516,387.64<br>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<br>REVENUE OVER EXPENDITURES - YTD | ( | 407,067.72)<br>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<br>453-51400-463-000 | OFFICE SUPPLIES<br>TIF AUDITING | .28<br>90.00  | .84<br>115.00 | .00<br>150.00 | ( .84)<br>35.00 | .0<br>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<br>453-11108 | POOLED CASH<br>INCREDIBLE BK - TAX SAVINGS           | 87,428.63<br>14,983.99 |            |
|------------------------|--|------------------------|------------|
|                        | TOTAL ASSETS   |                        | 102,412.62 |
|                        | LIABILITIES AND EQUITY                               |                        |            |
|                        | FUND EQUITY  |                        |            |
| 453-39000              | RETAINED EARNINGS<br>REVENUE OVER EXPENDITURES - YTD | 86,544.76<br>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<br>454-11108<br>454-11310 | POOLED CASH<br>INCREDIBLE BK - TAX SAVINGS<br>LGIP - GENERAL    | 826.54<br>142,749.63<br>10,881.97 |            |
|-------------------------------------|---|-----------------------------------|------------|
|                                     | TOTAL ASSETS  | -                                 | 154,458.14 |
|                                     | LIABILITIES AND EQUITY  |                                   |            |
|                                     | FUND EQUITY   |                                   |            |
| 454-39000                           | RETAINED EARNINGS/NET INCOME<br>REVENUE OVER EXPENDITURES - YTD | 139,049.83<br>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<br>n Hand YE: | Growth Factor<br>for Tax: | Comments/Assu<br>mptions:                |
| 2022             | \$     | 13,314 | \$<br>(738)   | \$<br>12,576 | \$<br>86,545              |                           | Actual Activity                          |
| 2023             | \$     | 17,165 | \$<br>(1,297) | \$<br>15,868 | \$<br>102,413             | 5.77%                     | Actual Activity 7/31/2023                |
| 2024             | \$     | 13,391 | \$<br>(3,866) | \$<br>9,525  | \$<br>111,938             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2025             | \$     | 13,391 | \$<br>(3,944) | \$<br>9,448  | \$<br>121,385             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2026             | \$     | 13,391 | \$<br>(4,022) | \$<br>9,369  | \$<br>130,754             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2027             | \$     | 13,391 | \$<br>(4,103) | \$<br>9,288  | \$<br>140,042             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2028             | \$     | 13,391 | \$<br>(4,185) | \$<br>9,206  | \$<br>149,249             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2029             | \$     | 13,391 | \$<br>(4,269) | \$<br>9,123  | \$<br>158,371             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2030             | \$     | 13,391 | \$<br>(4,354) | \$<br>9,037  | \$<br>167,409             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2031             | \$     | 13,391 | \$<br>(4,441) | \$<br>8,950  | \$<br>176,359             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2032             | \$     | 13,391 | \$<br>(4,530) | \$<br>8,861  | \$<br>185,220             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2033             | \$     | 13,391 | \$<br>(4,621) | \$<br>8,771  | \$<br>193,991             | 0%                        | Assumes expenses are minimal/staff, audi |
| 2034             | \$     | 13,391 | \$<br>(4,713) | 8,678        | \$<br>202,669             | 0%                        | Expenses increased for closeout of TID   |

# Tax Incremental District (TID) Termination Resolution

| Village<br>(town, village | , city)                        | of                      | Kronen<br>(municip       |  | TID           | 3<br>(number)                        | Reso        | olution                               | 2023-005<br>(number)                                |
|---------------------------|--------------------------------|-------------------------|--------------------------|--|---------------|--------------------------------------|-------------|---------------------------------------|---|
| WHEREA<br>a project p     | S, the <sub>.</sub><br>blan in | Village <b>the</b> same | of <u>K</u><br>year, and | íronenwette                            | r creat       | ed TID                               | <u>3</u> on | <u>11</u> <u>3</u> ,<br>(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<br>costs                | sufficient ir           | ncrement v               | was collected                          | l as of the _ | <u>24</u> tax i<br><sub>(year)</sub> | 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),<br>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><br>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.



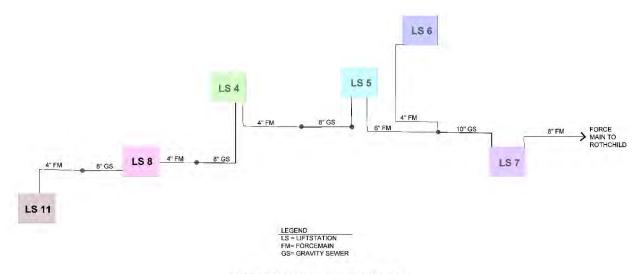
rpsprofessionalsolutions.com

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

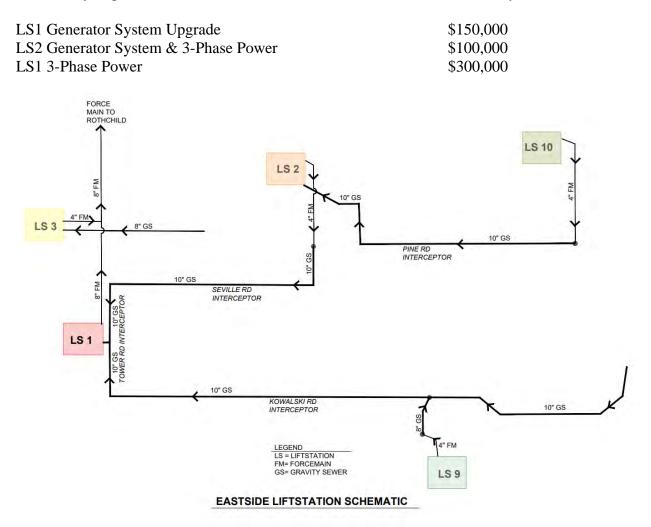
| Alt. | Description   | Capital<br>Cost | Present<br>Worth Cost |
|------|---|-----------------|-----------------------|
| А    | Refurbish LS8, 6" Forcemain<br>(LS4 & LS8 Upgrade in 10-years)                            | \$642,000       | \$2,478,000           |
| В    | Rebuild LS8 with 6" Forcemain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

## **ROTH PROFESSIONAL SOLUTIONS**

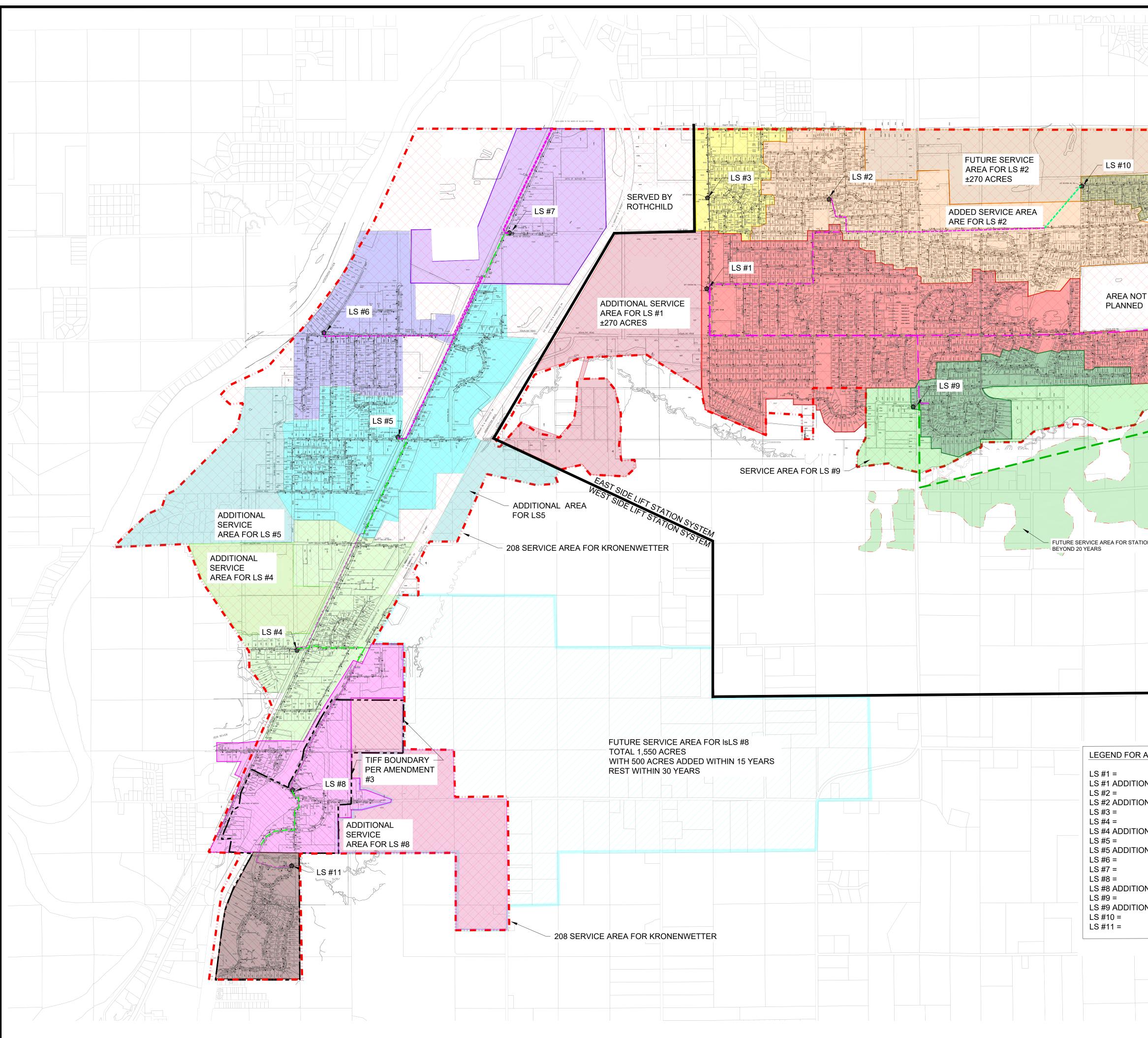
Robert J. Roth, PE

Attachments:

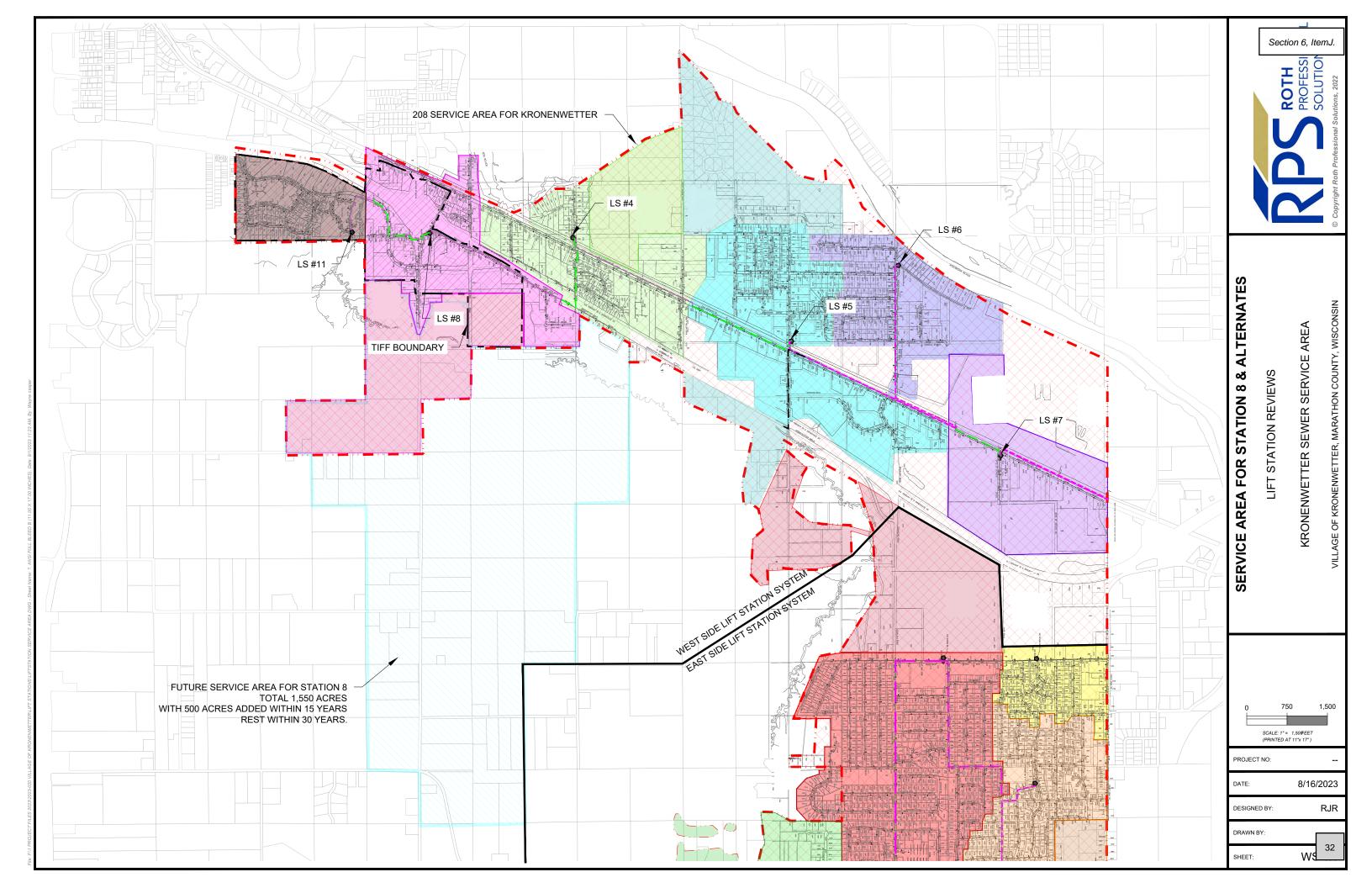
Overall Sewer Collection & LS Basin Map Westside Sewer Collection System Map TID2 & LS8, LS4 Area Map Eastside Sewer Collection System Map

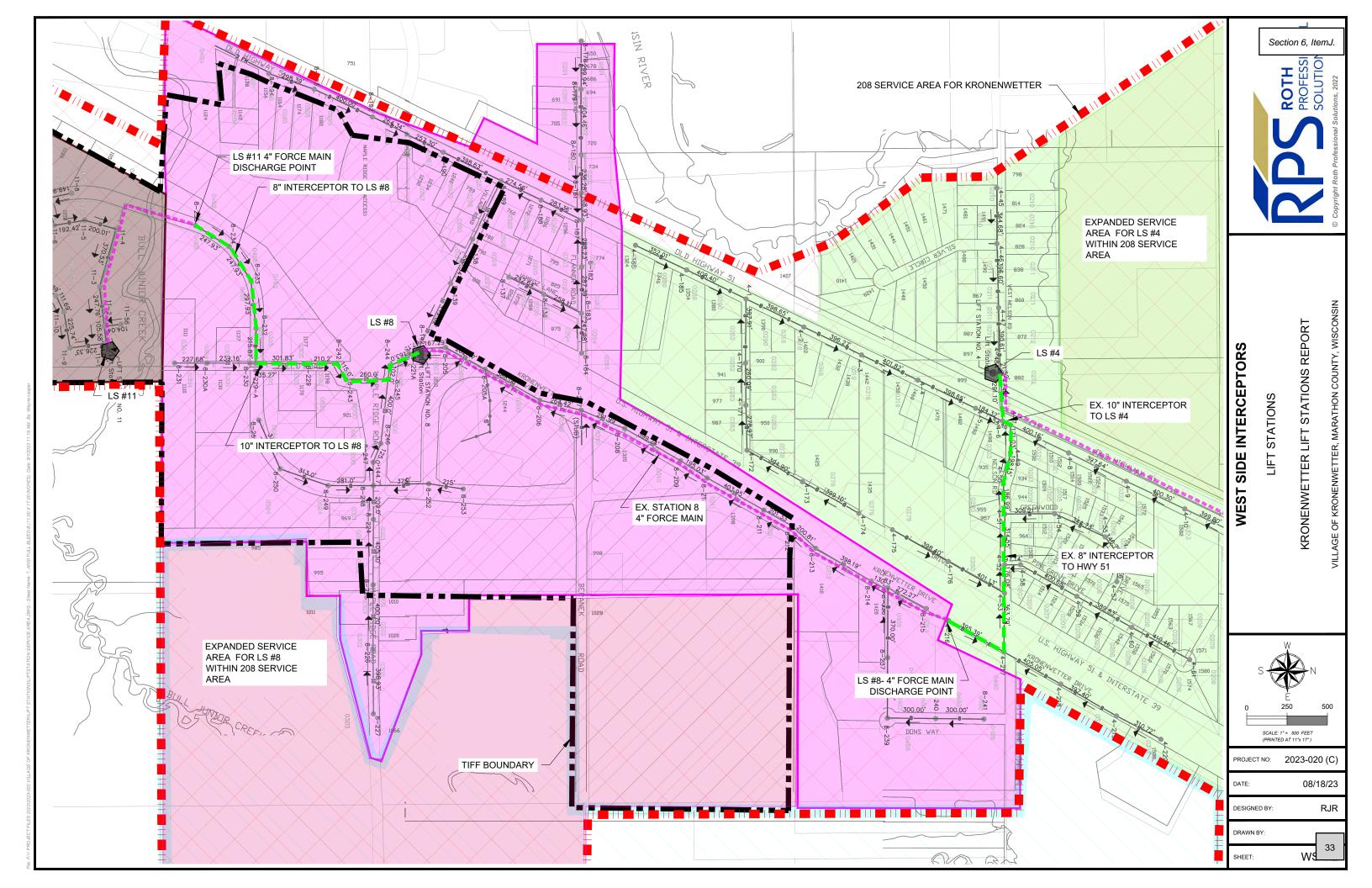
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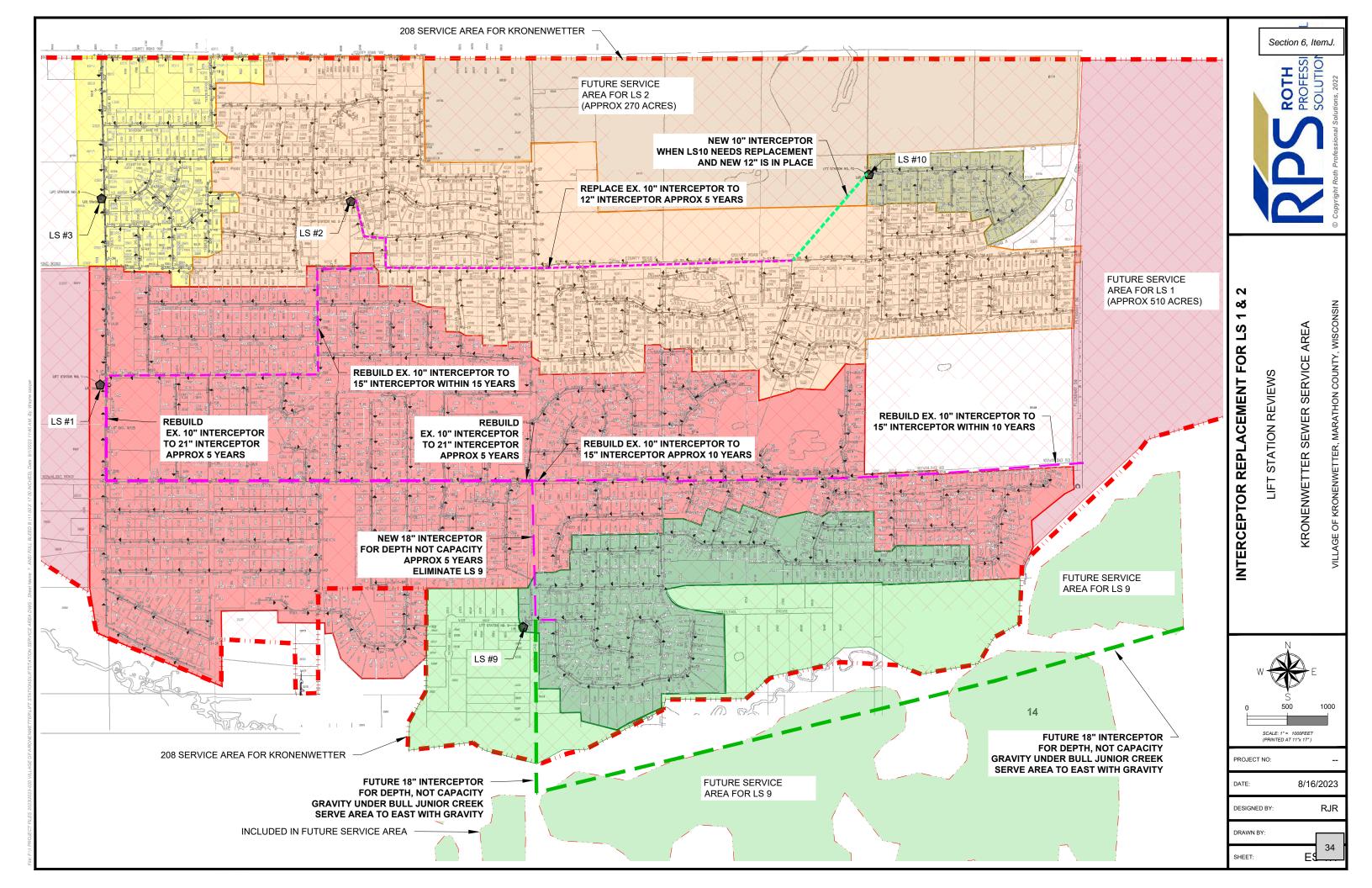




|  |  | Section 6, ItemJ.  |
|--|--|--|
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|  |  |  |
| FUTURE SERVICE AREA FOR STA<br>BEYOND 20 YEARS.  |  |  |
|  |  | EA MAP<br>ION AREAS<br>WETTER<br>ION COUNTY WISCONSIN  |
| ION 9  |  | LIFTSTATION AREA MAP<br>EAST & WEST LIFTSTATION AREAS<br>VILLAGE OF KRONENWETTER<br>VILLAGE OF KRONENWETTER, MARATHON COUNTY WISCONSIN                   |
|  |  | VILLAGE  |
| AREAS<br>DNAL = 208 SERVICE AREA =<br>DNAL = TIFF BOUNDARY =<br>LS #8 AREA =<br>DNAL = |  |  |
| DNAL =   |  | SUBMITTED TO:<br>CLIENT<br>XXXX  |
|  |  | W   S     0   15   30   45     SCALE: 1" = 30' FEET<br>(PRINTED AT 24" x 36")   SCALE: 1" = 30' FEET     PROJECT NO:   2022-004 (C)     DATE:   09/01/23 |
|  | <b>DICCERS</b> HOTLINE<br>WISCONSIN'S ONE-CALL CENTER 811 OR (800) 242-8511  | DESIGNED BY: RR<br>DRAWN BY: WAC   |
|  | Per Wisconsin Statute 182.0175, contact Digger's Hotline for<br>a utility locate a minimum of three business days prior to<br>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<br>2023: | Α  | CTIVITY THROUGH<br>06/30/2023: | ES | TIMATED YEAR<br>END 2023: | PR | OPOSED BUDGET<br>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<br>2023: | A  | CTIVITY THROUGH<br>06/30/2023: | E  | STIMATED YEAR<br>END 2023: | PF | OPOSED BUDGET<br>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 | <b>Growth Factor</b> |   |
|                       | 1   | Revenue   | BO  | RROWIN  | G: | BOF | ROWING:   | E  | Expense     | Net               | 0   | n Hand YE:  | for Tax:             | Comments/Assumptions:   |
| 2022                  | \$  | 804,540   | \$  |         | -  | \$  | -         | \$ | (22,528)    | \$<br>782,012     | \$  | 396,831     | Actual               | Actual Activity   |
|                       |     |           |     |         |    |     |           |    |             |                   |     |             |                      |   |
|                       |     |           |     |         |    |     |           |    |             |                   |     |             |                      | Assumes borrowing for land purchase, marketing, construction in 2023. Final |
| 2023                  | \$  | 1,029,550 |     |         |    | \$  | -         | \$ | (3,478,143) | \$<br>(2,448,593) | \$  | (2,051,762) | Actual               | lawsuit payment.  |
| 2024                  | \$  | 1,049,550 | \$  | 6,100,0 | 00 | \$  | (752,075) | \$ | (6,362,312) | \$<br>35,163      | \$  | (2,016,598) | 0%                   | Assumes construction complete 2025, all contracts in place in 2024.         |
| 2025                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (45,812)    | \$<br>226,663     | \$  | (1,789,935) | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2026                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (46,728)    | \$<br>225,747     | \$  | (1,564,189) | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2027                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (47,663)    | \$<br>224,812     | \$  | (1,339,376) | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2028                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (48,616)    | \$<br>223,859     | \$  | (1,115,517) | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2029                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (49,588)    | \$<br>222,887     | \$  | (892,631)   | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2030                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (50,580)    | \$<br>221,895     | \$  | (670,736)   | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2031                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (51,592)    | \$<br>220,883     | \$  | (449,852)   | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2032                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (52,624)    | \$<br>219,851     | \$  | (230,001)   | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2033                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (53,676)    | \$<br>218,799     | \$  | (11,202)    | 0%                   | Assumes expenses are minimal/staff, audit & we borrowed                     |
| 2034                  | \$  | 1,024,550 | \$  |         | -  | \$  | (752,075) | \$ | (365,525)   | \$<br>(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:

| <b>RPS</b> 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:** 

| <b>RPS</b> 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           |            |