

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
TOWN BOARD MEETING
Monday, December 16, 2024 – 6:00 p.m.
15 N. Oakwood Road, Oshkosh, WI 54904

AGENDA

The Board may discuss and act on the following:

1. Call to Order.

- A. Pledge of Allegiance.
- B. Roll Call.

2. Town agenda was posted at the following locations: Town of Algoma Municipal Building, Service Oil Co., and town website at www.townofalgoma.org on December 12, 2024.

3. Review and approve the minutes of the following meeting:

- A. Special Electors Meeting dated November 20, 2024.
- B. Monthly Town Board Meeting dated November 20, 2024.

4. Review and approve December 2024 disbursements.

5. Public Forum (All speakers must sign up before the meeting and the Town's policy is available on the back table).

6. Economic Development Update.

7. Committee Reports.

- A. Fire Department.
- B. Planning Commission.
- C. Parks Committee.

8. Administrator Report

- A. Budget Update.
- B. Major Projects Update
 - i. Bellhaven Lane Iron Enhanced Sand Filter
 - ii. Leonard Point Road Storm Detention Pond
 - iii. Leonard Point Road Reconstruction
 - iv. Leonard Point Road & STH 21 Roundabout
- C. TID #1 Update
- D. Legislative Update
- E. Municipal Court Update
- F. Public Works Director Search Update

9. Town Chairman Report.

- A. Winter Road Maintenance Update.

10. Clerk/Treasurer Report.

- A. Tax Bills.
- B. Newsletter.

11. Monthly Financial Statements and Financial Report.

- A. Bank First Meeting.

12. Business.

- A. Discussion and possible action: Certified Survey Map for parcel 002-0210 (Lot 1) owned by Jackson Merrill, parcel 002-020401 (Lot 2) owned by Harry Silva and Jacqueline Silva, parcel 002-020403 (Lot 3) owned by Daniel Tervonen, and parcel 002-0204 (Lot 4) owned by Helene White.
- B. Discussion and possible action: Award the Greater Oshkosh Economic Development Corporation the Town's 2025 allocation of Winnebago County Industrial Development Board funds in the amount of \$8,007.
- C. Discussion and possible action: Amendments to Town of Algoma Fire Department By-Laws.
- D. Discussion and possible action: Ordinance No. 2024-03 An Ordinance Amending Chapter 113 of the Code of Ordinances for the Town of Algoma regarding Animals.
- E. Discussion and possible action: Certificate for Payment #2 to Northeast Asphalt, Inc. in the amount of \$317,764.73 for the Bellhaven Lane Iron Enhanced Sand Filter Project.
- F. Discussion and possible action: Memorandum of Understanding for 2025 General Engineering with McMahon Associates, Inc.

13. Adjourn.

The Town Board meets regularly on the THIRD WEDNESDAY OF EACH MONTH AT 6:00 p.m. (unless otherwise noted) at the Municipal Building (Town Hall), 15 N. Oakwood Road. ALL MEETINGS ARE OPEN TO THE PUBLIC. NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, call the Town Hall office at 920-235-3789.

**TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
SPECIAL ELECTORS MEETING**

November 20, 2024, at 5:45 pm.

The Special Electors meeting was called to order by Chairman Rasmussen at 5:45 p.m.

Eight town electors were present.

There were no questions about the 2025 Budget.

On a motion by Supervisors Brooks/Martin, passed by a voice vote, the Town Board adjourned at 5:47 p.m.

Respectfully submitted,
Katherine Reinbold, Clerk/Treasurer

**TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
November 20, 2024**

Chairman Rasmussen called the meeting to order at 6:00 pm.

The following were present: Supervisors Teresa Van Aacken, Petey Clark, Dan Martin, and Mike Brooks.

The following were also present: Administrator Maggie Mahoney, Fire Chief Kevin Sawicki, and Clerk/Treasurer Katherine Reinbold.

The agenda was posted on November 15, 2024.

On a motion by Supervisors Van Aacken/Clark (Brooks abstained) passed on a voice vote, the Board approved the minutes of the Monthly Town Board meeting dated October 16, 2024.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Board approved the November 2024 disbursements.

Tricia Rathermel, President and CEO of the Greater Oshkosh Economic Development Corporation (GOEDC) reported the unemployment rate is still low and will be looking into what is causing the hourly earnings trends.

Chief Sawicki reported that the Fire Department has applied for a State EMS Grant. Squad 21 is prepped for sale. There has been a lot of interest in it and a lot of people coming to look at it.

The Planning Commission did not meet.

The Parks Committee did not meet.

Administrator Mahoney reported the budget is on the agenda to adopt. There has not been a second pay request yet for Bellhaven Lane Iron enhanced sand filter, but the final walk through has happened. There are no updates on the Leonard Point Road Storm Detention Pond or the Leonard Point Road reconstruction. The Wisconsin Department of Transportation held a public involvement meeting in late October for the roundabout projects. People who live along the affected construction area were sent letters about the meeting. TID #1 has officially been recorded at the county. There is no firm schedule for the project to start yet.

Chairman Rasmussen reported the summer work is completed. There is a new plow driver on the north side of the county and Chairman Rasmussen has spoke with him. Chairman Rasmussen is a voting member on the Oshkosh MPO Policy Board and has been elected chair.

Clerk/Treasurer Reinbold reported that the election was a success. There was a 90% voter turnout. We had a lot of people come in for in person absentee voting and that made election day more manageable. There was a resident concern of a political sign at the house north of the town hall. The resident stated it was too close to the building and was considered electioneering. The house is private property, and

we cannot do anything about their sign. The electioneering law is for public property only. Clerk/Treasurer Reinbold has received opinion from the Wisconsin Election Commission and our legal counsel; both have confirmed we cannot do anything about it as it is on private property.

The monthly financial statements and report were presented.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Town Board approved the Operator's License for Hannah Dobish for license year ending June 30, 2025.

The new fees and licenses schedule that is being presented will be effective as of January 1, 2025. On a motion by Supervisors Van Aacken/Martin, passed on a voice vote, the Town Board approved Resolution No. 2024-5 Amending and Adopting the 2025 Fees and Licenses Schedule for the Town of Algoma.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Town Board approved the 2025 Town of Algoma Budget by Category as presented.

The County Maintenance Agreement is one we receive every year. Salt went up again and we need to monitor how much salt goes into our water. On a motion by Chairman Rasmussen/Supervisor Van Aacken, passed on a voice vote, the Town Board approved the 2025 Winnebago County Highway and Town of Algoma Maintenance Agreement.

On a motion by Supervisors Brooks/Clark, passed on a roll call vote (Rasmussen-Y, Brooks-Y, Clark-Y, Van Aacken-Y, Martin-Y), the Town Board entered into closed session pursuant to WI Statutes 19.85(1)(c) Considering employment, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Re: Town Administrator introductory period/6-month performance evaluation.

On a motion by Supervisors Brooks/Van Aacken, passed on a roll call vote (Rasmussen-Y, Brooks-Y, Clark-Y, Van Aacken-Y, Martin-Y), the Town Board entered back into open session.

No further action was taken.

On a motion by Supervisors Martin/Brooks, the Town Board adjourned at 7:06 p.m.

Respectfully submitted,
Katherine Reinbold



Town of Algoma Fire Department

Monthly Report
November 2024

Prepared by
Kevin Sawicki – Fire Chief

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Grants

State EMS Grant

- FD applied for a State of Wisconsin EMS Grant to update AED's and EMS equipment/gear.
- Grant is Pending.

Trucks and Equipment

Vehicles

- Squad 21 – The vehicle was sold via the Wisconsin Surplus Auction. Bidding closed on December 2nd at \$155,500.
- Engine 21 – Back in main line service after refurbishment. The Engine is now safer and more reliable.
- Rescue 21 - Rescue is showing more electrical problems. The vehicle needs refurbishment.

Truck Committee

- The truck committee will be assessing the vehicle fleet for future refurbishment or replacement and provide recommendations.

New Members

- No update.

Bylaw Update

- FD members updated and approved the bylaws. Bylaws were updated to reflect current fundraisers, make the election process easier and allow for a wider variety of members on the department.

First Drill: November 4th, 2024

- Members reviewed vehicles and their respective equipment. Members also reviewed ropes and knots.

Second Drill: November 18th, 2024

- Members reviewed ice water rescue response and equipment. Members donned water rescue suits and practiced rescuing patients.

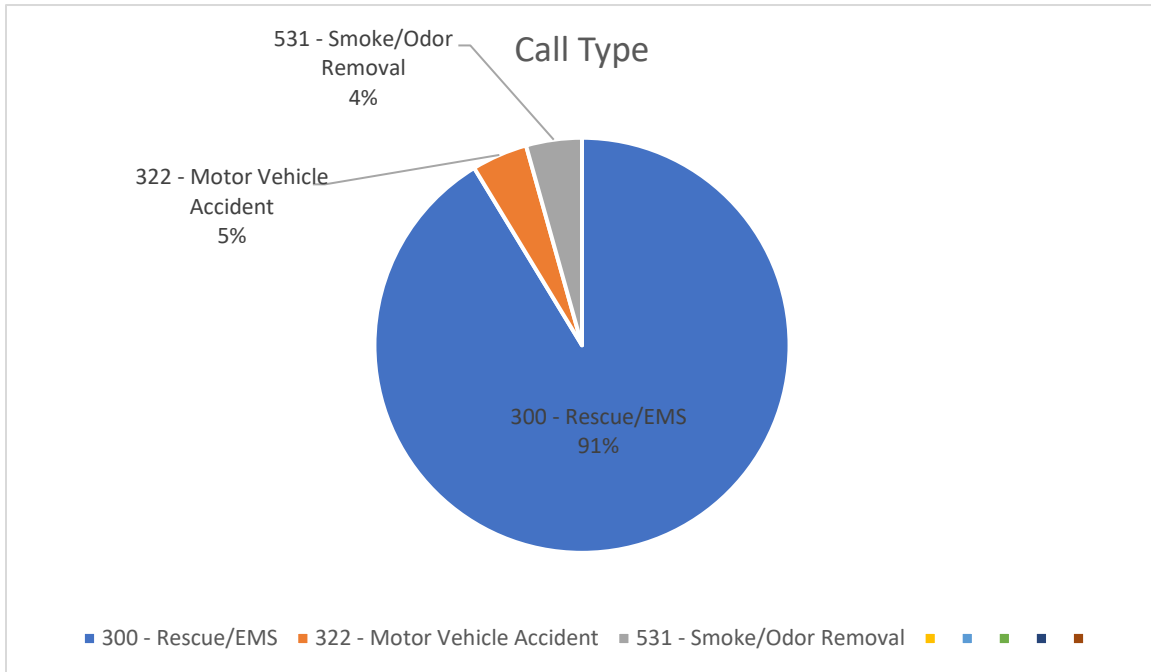
Upcoming Events

Event	Date
Training Drills	Monday, January 6 th @ 6:30pm Monday, January 20 th @ 6:30pm
Monthly Department Meeting	Wednesday, January 8 th @ 7:00pm
Fire Department Open House	Saturday, May 17 th , 2025
Car Show	Saturday, August 16 th , 2025
Pancake Breakfast	Sunday, October 5 th , 2025



Incidents

Overall Incident Summary



Call Type	Count
300 – Rescue/Emergency Medical Service (EMS)	42
322 – Motor Vehicle Accident	2
531 – Smoke/Odor Removal	2
Total Calls	46

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: December 16, 2024

RE: Monthly Administrator's Report

A. Budget Update

The 2025 final budget book and 2025-2029 Capital Improvement Plan area posted here on the town website: <https://townofalgoma.org/budgets-financials/>

A hardcopy is available for public viewing in the Town Office.

B. Major Projects Updates

i. Bellhaven Lane Iron Enhanced Sand Filter

The second pay request is under new business. There will be at least one more pay request for the project as we are still holding retainage. The grant reimbursement request is pending.

Phil Kleman, Town Engineer, and I plan on presenting on this project at the Fox-Wolf Watershed Conference on March 5, 2025.

ii. Leonard Point Road Storm Detention Pond

No updates at the time of this memo.

iii. Leonard Point Road Reconstruction

No updates for this project at the time of this memo.

iv. Leonard Point Road & STH 21 Roundabout

No updates at the time of this memo.

C. TID #1 Update

At the time of this memo the water main project schedule is not confirmed but the contractor is speculating they may start in mid-January weather permitting. We would receive confirmation 1-2 weeks in advance. A traffic control pattern has been provided (see attached).

The OSMS site plan is still pending.

D. Legislative Update

Town Chair Rasmussen and Administrator Mahoney will discuss the December 10, 2024 meeting they participated in with Senator Marklein and Senator Cabral-Guevara along with representatives from other communities to discuss financial challenges facing local governments including levy limits, share revenue, and emergency services.

E. Municipal Court Update

The Town is set up for ordinance citation intake at Winnebago County Circuit Court. Attorney Pluff has also recommended review/amendment of the fee schedule for citations to occur at a future meeting—we will pick that back up in 2025 with the Board.

F. Public Works Director Search Update

The attached position description and process to apply is posted on the town website. Application review will begin on January 7, 2025.

ATTACHMENTS:

1. S. Oakwood traffic control for water main extension
2. Public Works Director position description

TITLE OF POSITION: Public Works Director
REPORTS TO: Town Administrator
HOURS: Full-time, FLSA exempt
PAY: \$70,000-\$85,000 annual salary DOQ

POSITION OVERVIEW:

Under the direction of the Town Administrator, the Public Works Director performs duties necessary to manage the daily operations of town public works to ensure the proper planning, development, and maintenance of roadways, drainage, parks, traffic devices, facilities, easements and rights-of-way.

This management position includes significant administrative work, limited in-field work, and oversight of staff and contracted vendors as required. Requires knowledge of project planning and implementation, development, budgeting, capital planning, documentation of maintenance requirements, federal and state laws and regulations, municipal code compliance, and the ability to provide excellent customer service. This position supervises one (1) part-time parks/maintenance person and requires an employee that is self-motivated with good communication skills and uses a high degree of independent judgement with the ability to make appropriate decisions regarding priorities of the department and its operations.

Full-time exempt position. 40 hours per week generally including Town Hall regular hours of 9:00 a.m.-5:00 p.m. Monday-Thursday and 9:00 a.m.-1:00 p.m. Friday. Regular attendance at Town Board and Planning Commission meetings as well as occasional evenings and weekends. This position allows for flexible scheduling depending on season/duties being performed.

DUTIES & RESPONSIBILITIES:

40% Planning/Administrative:

1. Work with the Town Administrator, Board, Planning Commission and Engineer to prepare proposals, plans and designs for various construction and reconstruction projects such as roads, storm sewer/ditches, drainage facilities, parks and other public improvement projects.
2. Prepares written reports and memos for the Town Board regular meetings, including progress reports, approval requests and other agenda items and needed. Attends public meetings to give and receive information.
3. Prepare and submit public works and parks capital improvement projects, equipment, maintenance and operating budget proposal to the Town Administrator annually for review and consideration by the Town Board.
4. Represents the Town and the Public Works Department at public meetings and with other entities and organizations.
5. Conducts a variety of organizational studies; recommends modifications to assigned programs, policies, ordinances and procedures as appropriate.
6. Develop, maintain and regularly update the road plan.
7. Seeks grants for departmental activities, writes grant applications and performs proper follow-ups including cost tracking, reimbursement requests and reporting.
8. Work with the sanitary district, engineers, consultants, Winnebago County and other town contracted services to fulfill departmental operations and projects.

30% Public Works:

1. Develop, implement and manage right-of-way program and other town road and drainage permits as necessary.
2. Monitors the ditches and drainage easements to ensure they function properly and have not been compromised.
3. Communicates with Winnebago County Highway Department for applicable roadway, right-of-way, and drainage maintenance.
4. Works with the Winnebago County Highway Department and private snow removal companies to ensure roads are plowed in a timely manner.
5. Conducts the Town's annual Pavement Surface Evaluation and Rating (PASER) road assessment.
6. Manage maintenance of town parks, bridges and trails including coordination of tree and brush removal, mowing, playground equipment and recreation facilities.
7. Manage maintenance of town owned buildings and facilities including Town Hall.
8. Maintains complete and accurate records of maintenance and work completed within the Town.
9. Performs oversight of public works construction and maintenance projects including on-site inspections.

20% Concerns/Code Enforcement:

1. Takes a proactive role for code enforcement within the Town. Actively monitors and identifies issues relating to mowing/weeds, roadways, signage, stormwater drainage and easements, culverts, and right-of-way. Works with property owners and contractors to rectify issues when they occur.
2. Understands and applies the necessary Town and County ordinance(s) when addressing citizen concerns and assists property owners and residents in finding applicable resources to mitigate their problem.
3. Bring public concerns to the prompt attention of the Administrator as necessary. Works with Town Administrator, Planning Commission and Town Board on ordinance revisions to be responsive and adapt to the community's development and needs.

5% SUPERVISION:

1. Coordinate activities and supervise public works and parks personnel.
2. Perform annual employee reviews.

5% OTHER:

1. Other duties as assigned.

PHYSICAL REQUIREMENTS AND WORKING ENVIRONMENT:

1. Work is performed in a standard office environment. May require frequent sitting and continuous operation of a personal computer.
2. Perform moderate lifting and carrying, walking or standing for prolonged periods of time; occasional bending, stooping, kneeling, and climbing while performing some job duties.
3. Some fieldwork will be performed outdoors and will require the operation of a vehicle.

REQUIRED QUALIFICATIONS:

1. High school diploma or equivalent, and a combination of training and experience that provides the required knowledge, skills and abilities necessary to perform the duties within this position.
2. Knowledge and experience in road construction, maintenance, and repair.
3. Knowledge and experience in general mechanics and the maintenance of equipment, property and structures.
4. Proficient with computer systems and programs including Microsoft Word, Excel and Outlook.
5. Ability to effectively communicate with town residents, contracted service providers, and city and county staff.
6. Ability to work in all outside weather conditions and to safely negotiate all types of terrain, soil conditions, rough and uneven ground, icy conditions and other land impediments.
7. Ability to exercise independent judgement and proper discretion.
8. Possess a valid driver's license.

PREFERRED QUALIFICATIONS:

1. Experience with surveying, grade staking, blueprints and/or GIS.
2. Experience with administering permitting programs, workflows and/or software.
3. Knowledge and experience with storm water management and MS4 permitting.

EXPECTATIONS:

1. Perform the duties and responsibilities in a professional manner, being courteous and positive when representing the Town of Algoma.
2. Promote the good of the Town of Algoma above personal or professional gain.
3. Accuracy and attention to detail at all times.
4. The position provides for relative flexibility in work schedule in coordination with the Town Administrator. It is expected that candidate be dependable and flexible themselves.
5. Able to maintain discretion and retain confidential information.

TO APPLY:

The following documents must be submitted for a complete application:

1. Cover letter
2. Resume
3. At least 3 professional references
4. *Town Application
 - a. Download, print, and complete the Employment Application found at this link:
<https://townofalgoma.org/job-openings/>

**May refer to resume for employment history and/or references on the application form.*

Submit materials by email to townadministrator@townofalgoma.org or mail to/drop off at:

Town of Algoma
ATTN: Town Administrator
15 N. Oakwood Road
Oshkosh, WI 54904

**Application review will begin on January 7, 2025 and will remain open until position is filled.
The estimated start date is March 1, 2025.**

This job description has been prepared to assist in defining job responsibilities. It is not intended as a complete list of job duties, responsibilities and/or essential functions. This description is not intended to limit or modify the right of the Town Administrator to assign, direct and control the work of employees under supervision. The Town of Algoma retains and reserves any and all rights to change, modify, amend, add or delete or alter any section of this document as it deems, in its judgement, to be proper. The position is an at-will employee of the Town of Algoma.

ADA and WFEA: The Town of Algoma, Winnebago County, Wisconsin will make all reasonable accommodations in compliance with Federal Americans with Disabilities Act and Wisconsin Fair Employment Act guidelines.

Position Description Updated: December 5, 2024

TOWN OF ALGOMA
 RECONCILED BANK & INVESTMENT BALANCES
 AS OF 11/29/2024

Bank	Type	Interest Rate	Balance	Notes
Bank First	Checking	Analysis	\$ 85,535.76	
	Money Market	5.10%	\$ 461,641.83	
	Special Accounts	5.10%		
	Parks Money Market		\$ 98,794.61	
	ARPA Funds Money Market		\$ 219,237.55	
	Tax Accounts (Used for collection)			
	Tax Account		\$ -	
	Refund Account		\$ 11.99	
U.S. Bank	Local Government Investment Pool (LGIP)	4.72%	\$ 759,859.15	TID loan moved to LGIP
Verve	Savings Account	NA	\$ -	
	Money Market	1.71%	\$ -	
Total Cash and Investments			\$ 1,625,080.89	



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: December 16, 2024

RE: Certified Survey Map for parcel 002-0210 (Lot 1) owned by Jackson Merrill, parcel 002-020401 (Lot 2) owned by Harry Silva and Jacqueline Silva, parcel 002-020403 (Lot 3) owned by Daniel Tervonen, and parcel 002-0204 (Lot 4) owned by Helene White.

GENERAL INFORMATION:

<p>Owners: Jackson Merrill 4730 County Rd E Oshkosh, WI 54904 Lot 1, parcel 002-0210</p>	<p>Daniel Tervonen 4676 County Rd E Oshkosh, WI 54904 Lot 3, parcel 002-020403</p>
<p>Harry Silva & Jacqueline Silva 4688 County Rd E Oshkosh, WI 54904 Lot 2, parcel 002-020401</p>	<p>Helene White 4670 County Rd E Oshkosh, WI 54904 Lot 4, parcel 002-0204</p>

Past Town Board Discussion(s): This item was on the December 20, 2023 agenda where this CSM was recommended for approval by the Planning Commission contingent on the owner of one of the lots signing the CSM prior to the board meeting. That signature was not obtained and no action was taken by the board due to lack of information.

Action Requested: Property owners are requesting approval of the Certified Survey Map on behalf of all four property owners to correct the lots lines for parcels 002-0210, 002-020401, 002-020403, and 002-0204.

Property Location and Type:

The subject properties are adjacent, owned by different property owners, and are all zoned R-1 Rural Residential District. Currently these lots are unsewered. Two of the lots (1 and 3) have recently had petitions approved to join the sanitary district. Those petitions will be amended to reflect the updated lots as necessary upon approval of the CSM.

ANALYSIS:

The proposed CSM, as stated above, would correct minor discrepancies in the lots that were discovered when a survey was conducted to prepare for putting up the lot for sale. In total, the shifts in lot frontage ranges between 4 to 7 feet (see *attached comparison of lot frontages*). Property owners will move structures and systems as needed and have transferred property by quit claim deeds. All four property owners have reviewed and signed the revised CSM (last revised 10.21.24).

All of the lots still meet the dimensional standards for R-1 Rural Residential District as noted below:

Exhibit 8-2 Dimensional standards by zoning district - continued

R-1 Rural residential district (nonsubdivided)

	<u>Single-family</u>	<u>Garage Lot</u>	<u>Nonresidential</u>
Lot size, minimum [3]:	43,000 sq. ft. for an unsewered lot; 12,000 sq. ft. for a sewerer lot	3,192 sq. ft.	43,000 sq. ft.
Lot size, maximum:	no limitation	no limitation	no limitation
Lot width, minimum:	200 ft. for an unsewered lot; 85 ft. for a sewerer lot	56 ft.	200 ft.
Road frontage, minimum:	33 ft.	45 ft.	200 ft. for an unsewered lot; 33 ft. for a sewerer lot
Separation between detached buildings, minimum:	10 ft.	10 ft.	10 ft.
Yard setback: [6,7]			
Street yard, minimum:	30 ft.	30 ft.	30 ft.
Side yard, minimum: [5]	7 ft. on one side and 10 ft. on the other for a principal building; 3 ft. for a detached accessory building	3 ft.	7 ft. on one side and 10 ft. on the other for a principal building; 3 ft. for a detached accessory building
Rear yard, minimum:	25 ft. for a principal building; 3 ft. for a detached accessory building or 5 ft. to an alley	3 ft.	25 ft. for a principal building; 3 ft. for a detached accessory building or 5 ft. to an alley

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission considered this item at their December 11, 2024 meeting.

Three of the four property owners were in attendance: Jacqueline & Harry Silva, Daniel Tervonen, and Helene White. Jacqueline Silva briefly explained the property exchanges/lot line changes and confirmed the deeds were exchanged. The Planning Commission passed the motion to recommend approval for the proposed CSM to the Town Board as presented.

RECOMMENDED ACTION:

The Planning Commission recommends approval of the CSM as presented. Should the Town Board agree, the following motion may be made:

“Motion to approve the Certified Survey Map for parcel 002-0210 (Lot 1) owned by Jackson Merrill, parcel 002-020401 (Lot 2) owned by Harry Silva and Jacqueline Silva, parcel 002-020403 (Lot 3) owned by Daniel Tervonen, and parcel 002-0204 (Lot 4) owned by Helene White.”

ATTACHMENTS:

1. GIS map of parcels
2. 12/13/23 Planning Commission meeting minutes
3. Lot frontage comparison
4. Certified Survey Map of proposed lots revised 10.21.24

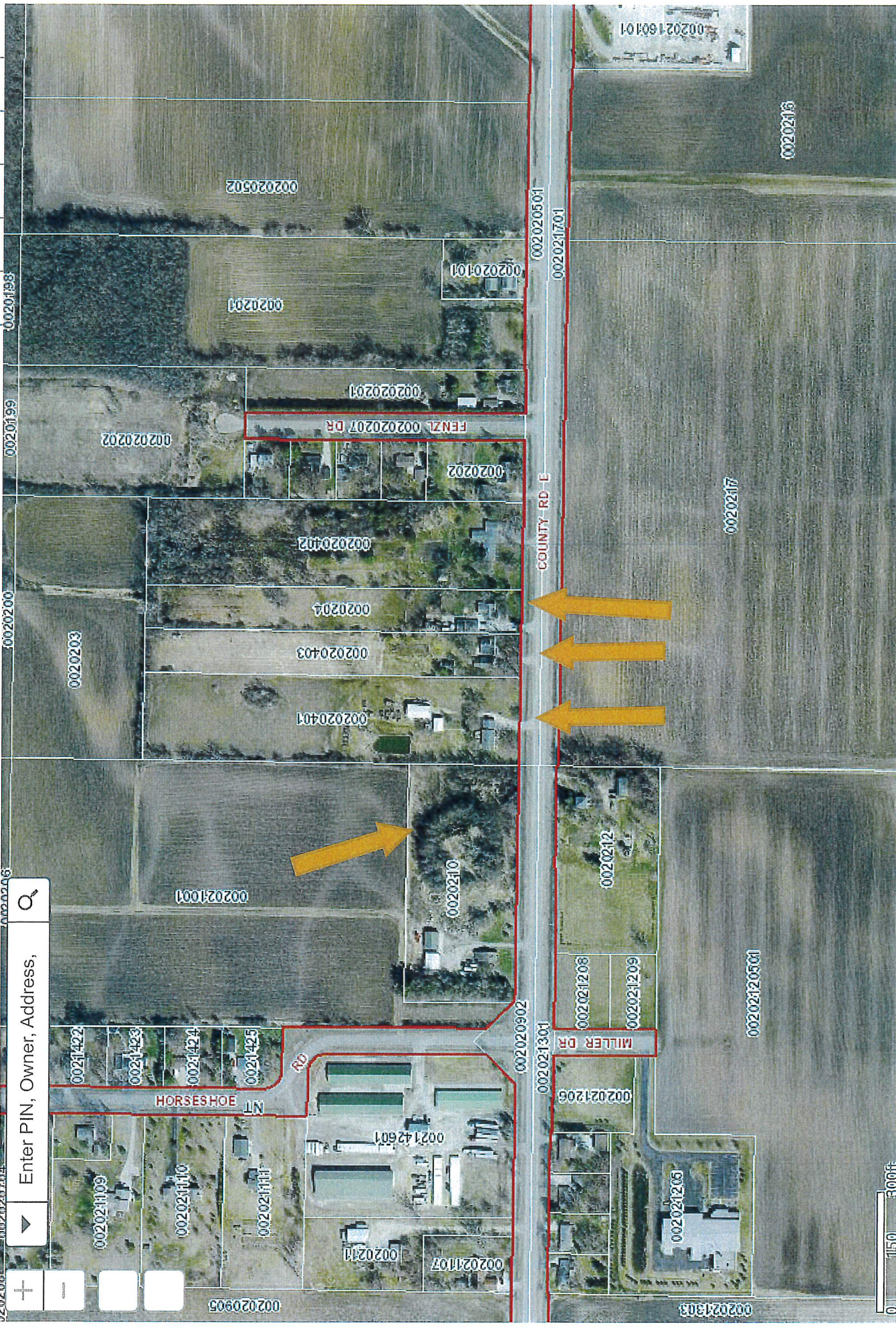


Click on a Parcel for Detailed Information

Enter PIN, Owner, Address,



002020905



**TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
PLANNING COMMISSION MINUTES
December 13, 2023
Algoma Town Hall, 15 N. Oakwood Road, Oshkosh, WI 54904**

The Planning Commission meeting was called to order by Chairman Martin at 6:00 p.m.

The following members were present: Ethan Firgens, Mark Thompson, Dan Martin, and Kyle Kehoe.

The following members were excused: Ben Szilagyi and Linda Kollmann.

The following staff member was present: Administrator Richard Heath.

On a motion by Member Kehoe and seconded by Member Thompson, passed on a voice vote, the minutes from the November 8, 2023 meeting were approved.

Chair Martin lead the discussion on Item 4, which is the certified survey map submitted by four property owners residing on County Highway E. The map includes (Lot 1) owned by RANE Investments, Parcel 002-020401 (Lot 2) owned by Harry and Jacqueline Silva, Parcel 002-020403 (Lot 3) owned by Daniel Kerscher, and Parcel 002-0204 (Lot 4) owned by Helene White. Chair Martin asked the parties in attendance to explain why it necessary to resurvey the lot lines. Jacqueline Silva introduced her husband Harry and neighbor Helene White. She added that they are in attendance representing the other two parcel owners and to answer any questions that may arise with the proposed CSM.

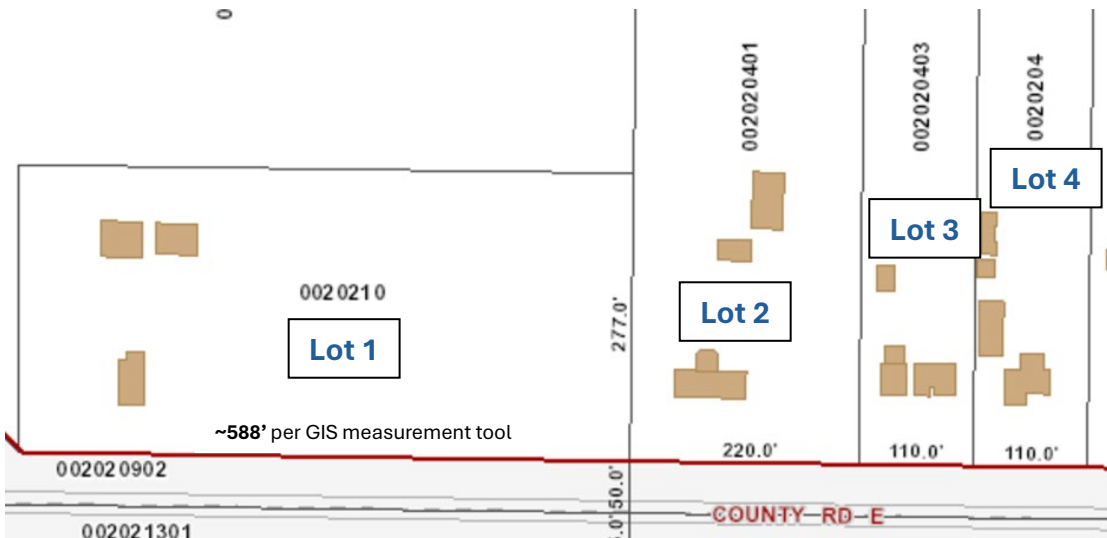
Mrs. Silva explained that one of the owners decided to sell their property and that prompted the surveying of all four lots and the creation of a new CSM. Randy Schmiedel of RANE Investments wanted to be proactive and have his parcel resurveyed before putting it up for sale, which is indicated as Lot 1 on the CSM. She added that the property lines were never right, and without a corrected CSM, some of property the owners would need to move sheds and septic systems. Mr. Martin asked how long the four property owners have been working on the new CSM? Ms. White replied since 2022. Member Kehoe noted that he recently sold the property owned by RANE Investments to another person. Mr. Martin asked if any of them knew whether the new owner was aware of the new proposed CSM? Mrs. Silva did not think the new owner was aware of the revised CSM.

On a motion by Member Thompson and seconded by Member Kehoe, and with discussion, Chair Martin wanted clarification on whether the new owner had an issue with the proposed CSM and would sign it as prepared. Rich Heath stated he would communicate with the surveyor to ensure the new owner agrees with and signs off on the CSM prior to next week's Town Board meeting. With no further discussion, passed on a voice vote, the Planning Commission recommended approval of the proposed CSM by the Town Board.

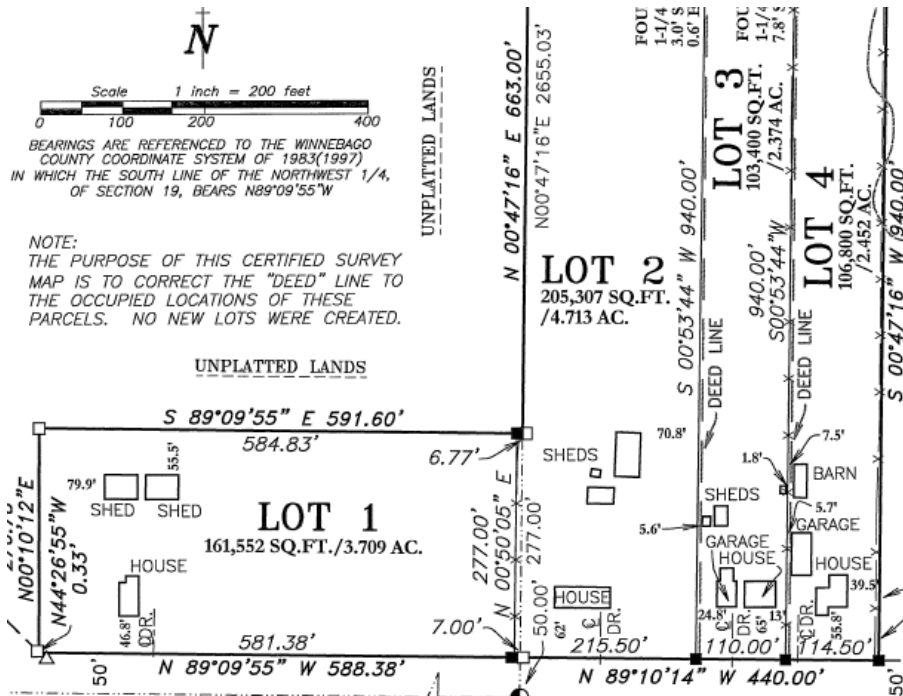
On a motion by Member Thompson and seconded by Member Kehoe, passed on a voice vote, the Planning Commission adjourned at 6:15 p.m.

Respectfully submitted,
Richard Heath
Administrator

Existing Lot Frontages in GIS:



Proposed Lots:



Frontage	GIS Existing (ft)	Proposed (ft)	Change (ft)
Lot 1	~588	581.38	- ~7.0
Lot 2	220.0	215.50	- 4.50
Lot 3	110.0	110.00	0
Lot 4	110.0	114.50	+ 4.50

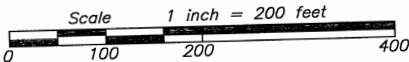
CERTIFIED SURVEY MAP NO. _____

PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN,

SURVEY FOR:
JACQUELINE SILVA
4688 C.T.H. E
OSHKOSH, WI 54904

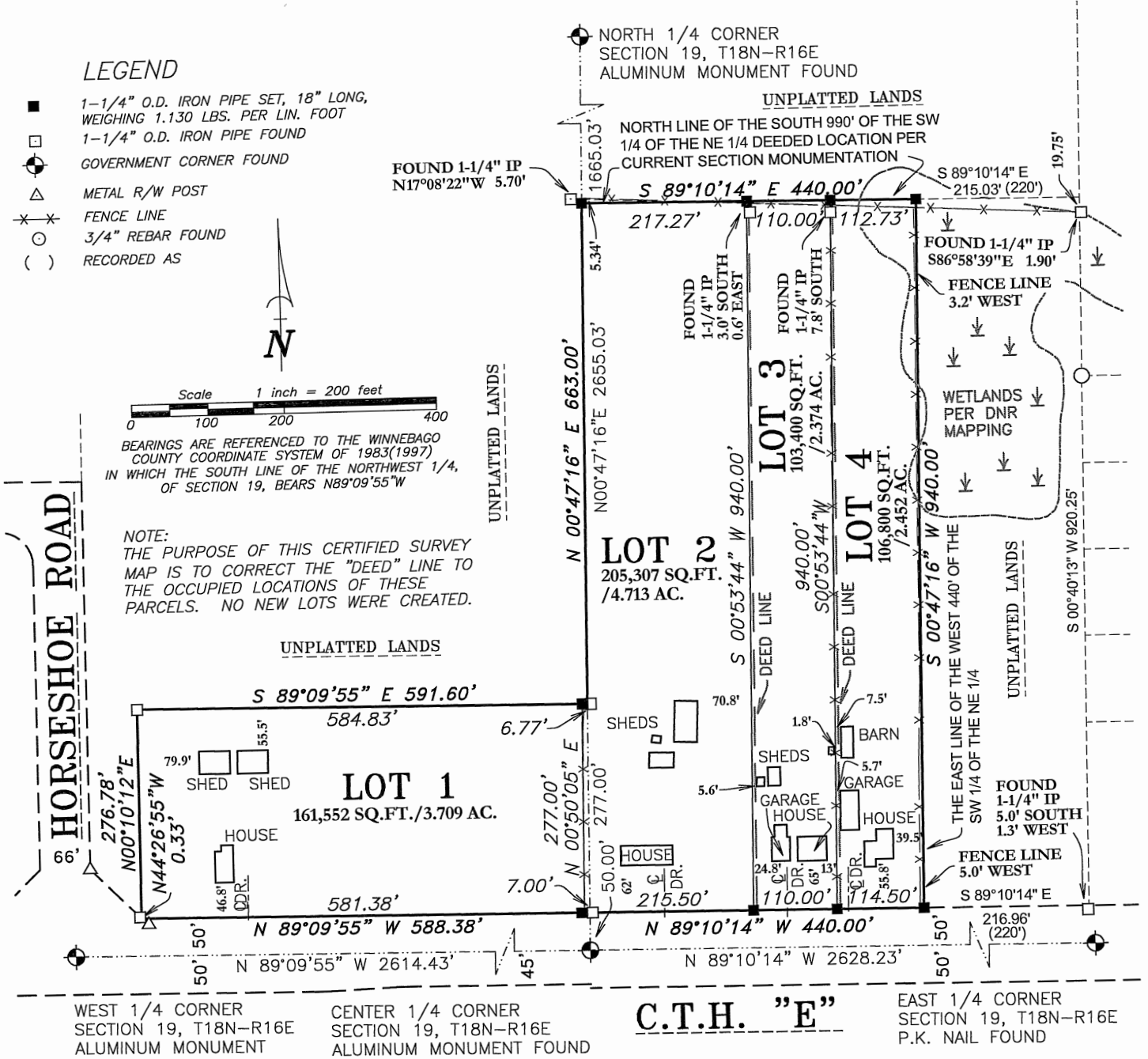
LEGEND

- 1-1/4" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- 1-1/4" O.D. IRON PIPE FOUND
- ⊙ GOVERNMENT CORNER FOUND
- △ METAL R/W POST
- ✕✕ FENCE LINE
- 3/4" REBAR FOUND
- () RECORDED AS



BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983(1997) IN WHICH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 19, BEARS N89°09'55"W

NOTE:
THE PURPOSE OF THIS CERTIFIED SURVEY MAP IS TO CORRECT THE "DEED" LINE TO THE OCCUPIED LOCATIONS OF THESE PARCELS. NO NEW LOTS WERE CREATED.



Handwritten notes:
Darryl S. Lehman
5-22-24
Revised 7-15-24
8-23-24
10-21-24

Martenson & Eisele, Inc.



101 West Main Street
Omro, WI 54963
www.martenson-eisele.com
P 920.685.6240

Planning
Environmental
Surveying
Engineering
Architecture

PROJECT NO. 0-2721-001
FILE 2721001CSM SHEET 1 OF 5
This instrument was drafted by: DSL

Certified Survey Map

PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.

OWNERS CERTIFICATE:

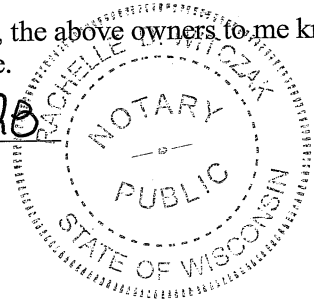
As owners, we the undersigned, hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.

J. Merrill 11/13/24
Jackson I. Merrill Date

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the 13 day of NOV, 2024, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Rachelle Wiatypa My Commission Expires 4-14-28



OWNERS CERTIFICATE:

As owners, we the undersigned, hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.

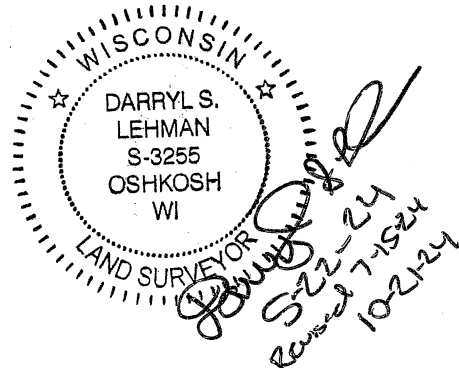
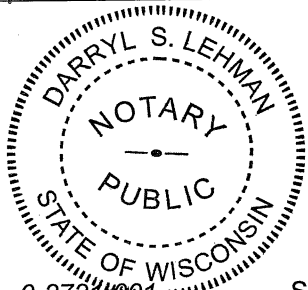
Harry J. Silva 7-15-2024
Harry J. Silva Date

Jacqueline M. Silva 7/15/2024
Jacqueline M. Silva Date

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the 15th day of July, 2024, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Darryl S. Lehman My Commission Expires 4-22-28



Certified Survey Map

PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Darryl S. Lehman, Professional Land Surveyor, do hereby certify:

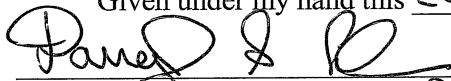
That I have surveyed, divided and mapped, at the direction of Jacqueline Silva, part of the East 1/2 of the East 1/2 of the Northwest 1/4, and part of the Southwest 1/4 of the Northeast 1/4, all in Section 19, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin, described as follows:

Commencing at the East 1/4 corner of said Section 19; thence North 89 degrees 10 minutes 14 seconds West 2628.23 feet, along the South line of the said Northeast 1/4; thence North 00 degrees 47 minutes 16 seconds East 50.00 feet, to the point of beginning; thence North 89 degrees 09 minutes 55 seconds West 588.38 feet, along the North right-of-way line of C.T.H. "E"; thence North 44 degrees 26 minutes 55 seconds West 0.33 feet, along the said North right-of-way line; thence North 00 degrees 10 minutes 12 seconds East 276.78 feet; thence South 89 degrees 09 minutes 55 seconds East 591.60 feet; thence North 00 degrees 47 minutes 16 seconds East 663.00 feet, along the West line of the said Northeast 1/4; thence South 89 degrees 10 minutes 14 seconds East 440.00 feet; thence South 00 degrees 47 minutes 16 seconds West 940.00 feet, along the East line of the West 440 feet of the Southwest 1/4 of the said Northeast 1/4; thence North 89 degrees 10 minutes 14 seconds West 440.00 feet, along the North right-of-way line of C.T.H. "E", to the point of beginning.

That I have fully complied with Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same and the Town of Algoma, and Winnebago County Subdivision Ordinances.

This map is a correct representation of all of the exterior boundaries of land surveyed and the division thereof.

Given under my hand this 22ND day of May, 2024.



Darryl S. Lehman, PLS-3255

Revised 7-15-24

Revised 8-23-24

Revised 10-21-24



Winnebago County Planning and Zoning Committee Certificate:

Pursuant to the Land Subdivision Regulations of the County of Winnebago, Wisconsin, all the requirements for approval have been fulfilled. This Minor Subdivision was approved by the Winnebago County Planning and Zoning Committee on _____ day of _____, 2024.

Chairman, Planning and Zoning Committee

This CSM is contained wholly within the property described in the following recorded instruments:

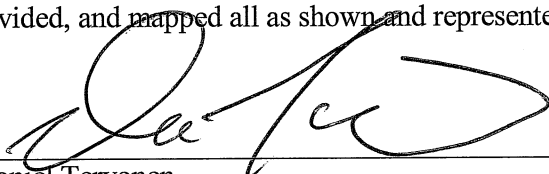
Owner(s) of record	Document(s)	Parcel Number(s)
Jackson I. Merrill	1925920	0020210
Harry J. Silva Jacqueline M. Silva	1483222	002020401
Daniel Tervonen	1927373	002020403
Helene L. White	1909580 655098	0020204

Certified Survey Map

PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.

OWNERS CERTIFICATE:

As owners, we the undersigned, hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.



Daniel Tervonen

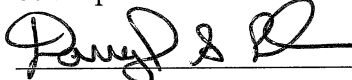
10/21/24

Date

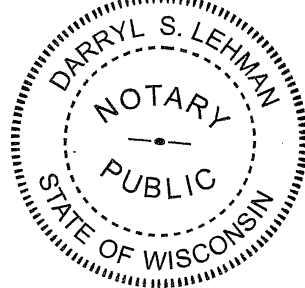
State of Wisconsin)
)SS

Winnebago County)

Personally came before me on the 21st day of October, 2024, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

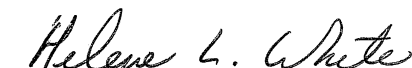


My Commission Expires 4-22-28



OWNERS CERTIFICATE:

As owners, we the undersigned, hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.



Helene L. White

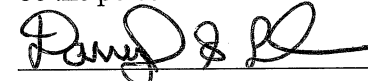
10-21-24

Date

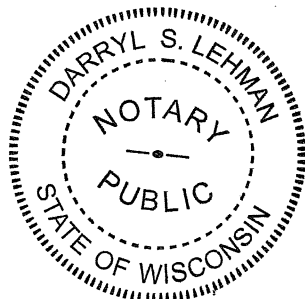
State of Wisconsin)
)SS

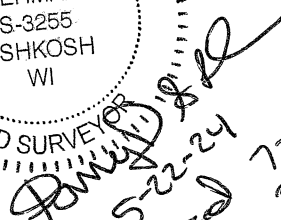
Winnebago County)

Personally came before me on the 21st day of October, 2024, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.



My Commission Expires 4-22-28




5-22-24
Revised 7-15-24
8-23-24
10-21-24



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: December 16, 2024

RE: Award Greater Oshkosh Economic Development Corporation the Town's 2025 allocation of Winnebago County Industrial Development Board funds in the amount of \$8,007.

SUMMARY:

The Town has allocated these funds to GOED for the past several years. The 2025 allocation is \$8,007, which is based on a per capita amount of \$1.166 for 6,867 population. This is an increase from 2024 which was \$0.9944 per capita for 6,939 population for a total of \$6,901.

The letter from the county requesting the town's intentions and a letter from GOED requesting the reallocation of these funds to their organization is included.

The past partnership with GOED has been beneficial for the town and will continue to be beneficial into the future with their focused efforts and strategic plan.

RECOMMENDED ACTION: Staff recommends approval of awarding GOED the IDB per capital funds in 2025. Should the Town Board agree the following motion may be made:

"Motion to approve awarding Greater Oshkosh Economic Development Corporation the Town's 2025 allocation of Winnebago County Industrial Development Board funds in the amount of \$8,007."

ATTACHMENTS:

1. 2025 Statement of Intent of Industrial Development Board funds
2. Letter from GOED requesting 2025 consideration of IDB funds

PO Box 2808
112 Otter Ave, 3rd Floor
Oshkosh WI 54903-2808



Oshkosh - 920-232-3340
Fox Cities - 920-727-2880
FAX - 920-232-3347

Winnebago County Industrial Development Board

The Wave of the Future

November 22, 2024

TO: Chris Haese, Neenah Community Development Director
Logan Fuller, Village of Winneconne Administrator
Matt Larsen, Kristi Heim, City of Menasha Community Development Department
Kelly Nieforth, City of Oshkosh Community Development Director
Brandon Hennes, City of Omro Administrator
George Dearborn, Village of Fox Crossing Community Development Director
Town Clerks, Winnebago County

RE: 2025 Winnebago County Per Capita Funding Program

The Winnebago County Industrial Development Board (IDB) administers an annual Per Capita Economic Development Grant Program. The purpose of the program is to provide funding assistance to enhance local economic development efforts.

The attached table shows the 2025 funding allocations for communities in Winnebago County based on 2024 DOA population estimates. Grants will be awarded based on a per capita basis pursuant to the adopted County Board budget allocation for the Industrial Development Board for 2025. Also attached is the newly amended and adopted Industrial Development Board Per Capita Grant Funding Policies and Procedures. Please review the policies to help your community decide whether to apply for funds or to reallocate your funds to another community or economic development entity.

Please fill out the attached **Statement of Intent** form and return **no later than January 17th, 2025**, to:

Jerry L. Bougie
Email: jbougie@winnebagocountywi.gov

If your community/entity intends to be a recipient of funds for 2025, a follow up mailing will be sent out to you requesting a written plan indicating your community/entity's proposed use for these funds. Included will be a list of communities, if any, that have agreed to commit their funding shares to your community/entity for 2025.

If you have any questions, please contact me at 232-3339 or 727-2880, ext. 3339.

Thank you,
Jerry L. Bougie, IDB Coordinator

Attachments

cc: IDB Members, Tricia Rathermel, GO-EDC; Sean Fitzgerald, Oshkosh Chamber of Commerce; Stephanie Kromm, City of Omro Economic Development

**STATEMENT OF INTENT
2025 PER CAPITA FUNDING
ALLOCATION**

Please choose below how your municipality will utilize or reallocate your Economic Development Per Capita Funding Grant for 2025. Remember, the DEADLINE for returning this statement to the County is Friday, January 17, 2025.

Single Application:

The Town/Village/City of _____ will apply for 2025 per capita funds. Our Community confirms that it operates a viable economic development program as defined in the Winnebago County IDB Per Capita Funding Program Polices.

Joint Application:

The Town/Village/City of _____ will make a joint application for 2025 per capita funds with the following Community(s):

(List here): _____

Reallocation:

The Town/Village/City of _____ authorizes our 2025 per capita funds to be reallocated to the Community or Economic Development Entity indicated below (Select one that is active in economic development that benefits your Community):

(List Here): _____

Signature of Community Representative: _____

Position: _____

Date: _____

Note: Allocations are subject to final approval by the Winnebago County IDB.

2025 Per Capita Economic Development Grant Allocations

	2024 Population Estimates	2025 Monetary Allocation (\$1.166 per capita)
C Menasha	15,153	17,668.00
C Neenah	27,611	32,194.00
C Omro	3,624	4,226.00
C Oshkosh	67,245	78,408.00
T Algoma	6,867	8,007.00
T Black Wolf	2,429	2,832.00
T Clayton	4,524	5,275.00
T Neenah	3,664	4,272.00
T Nekimi	1,324	1,544.00
T Nepeuskun	721	841.00
T Omro	2,413	2,814.00
T Oshkosh	2,432	2,836.00
T Poygan	1,300	1,516.00
T Rushford	1,662	1,938.00
T Utica	1,363	1,589.00
T Vinland	1,754	2,045.00
T Winchester	1,783	2,079.00
T Winneconne	2,647	3,086.00
T Wolf River	1,214	1,416.00
V of Fox Crossing	19,285	22,486.00
V Winneconne	2,514	2,931.00
Subtotal	171,529	200,000.00



Winnebago County Industrial Development Board

The Wave of the Future

Winnebago County IDB Per Capita Grant Funding Program Policies & Procedures

Approved by IDB November 21, 2024

Mission Statement: Provide funding assistance to enhance local economic development efforts, programs, and opportunities that directly foster local job creation, increased income and increases to the tax base which collectively better the overall economy of Winnebago County.

Definitions:

1. **Communities:** means cities, villages, and towns within Winnebago County.
2. **Economic Development Entity:** an organization that is established by a governing body or business group of a community or communities in Winnebago County with its mission to provide economic development services for the municipality or area it has been established to serve.
3. **Housing:** the provision of sufficient housing (single or multifamily) that allows individuals and families with affordable housing options. For practical purposes, the applicability of this term will be at the discretion of the recipient community/economic development entity and the IDB.
4. **Recipient Community or Economic Development Entity:** One that has indicated interest in applying directly for funding through this program in a given year (or has been approved for funding by the IDB in a given year).

Policies:

1. **Funding levels:** Funds allocated annually on a per capita population basis to each community in Winnebago County. The level of per capita funding will be determined on an annual basis by the IDB.
2. Communities may retain all or a portion of its allocated funds provided the community demonstrates to the IDB that it operates a viable economic development program. A viable economic development program shall be defined as one or more of the following:
 - a) a community that expends tax levy dollars for economic development purposes.
 - b) a community that is a primary employment center in the county providing substantial employment opportunities for county residents.
 - c) a community or group of communities that have an area or areas that have development potential due to its proximity or potential availability of key economic development features such as highways/transportation corridors, developable land areas, utilities (water, sewer, internet, etc), workforce/entry level housing, tourism related activities, other quality of life features, etc.

3. Communities may reallocate all or a portion of their funding shares in the following manner:
 - a) to other communities that have demonstrated a viable economic development program as defined in #2 above.
 - b) to other economic development entities that benefit their communities and/or the county as a whole.
4. Recipient communities may roll over funds to up to three (3) years to bank funds to support a larger eligible project.
5. Two or more communities may collectively make a joint application to support a larger eligible project.
6. All allocations and reallocations of funds shall be approved by the IDB and meet the mission, policies, and eligibility requirements of the per capita funding program.
7. Regional Economic Development Activities. The IDB shall have the discretion to allocate a portion of per capita funding dollars for County and/or regional level economic development entities or activities.

Eligible Projects/ Programs:

1. Marketing efforts to promote economic development, including print material, social media, interactions with economic development prospects, and other marketing and economic development efforts designed to enhance business, tourism and housing growth.
2. Seed money for economic development financing programs.
3. Studies directly related to economic development programs or projects.
4. Funding of administrative activities and positions specifically related to economic development. Documentation should be included indicating how the activities or position(s) are directly linked to economic development and the per capita funding program mission statement.
5. Membership dues for participation in recognized economic development organizations.
6. Housing Studies.
7. Other marketing and economic development efforts designed to enhance business and tourism growth.

Ineligible Projects/ Programs:

1. Accessory (incidental) projects, such as signage, parking lots, maintenance, landscaping and other general site improvements.
2. Websites, unless specifically designed for economic development purposes.

Note: All allocations of per capita funds are at the discretion of, and approved by, the Winnebago County Industrial Development Board.

PROCEDURES:

1. The County will mail out a Statement of Intent form (see attached copy) to all local communities in Winnebago County. This form describes whether your community intends to apply for the per capita funds or whether your community wishes to allocate your share to one or more nearby community(s) which operate a viable economic development program or to one or more economic development entities that benefit your community or the county as a whole.
 2. Following the due date for submittal of the Statement of Intent, the County will mail out a plan submittal request letter to the recipient communities and economic development entities indicating a desire to apply for per capita funds. This letter will include:
 - Any Communities that have indicated a desire to allocate their funding share to your community or economic development entity via the Statement of Intent.
 - Total proposed eligible funding share.
 - Due date and other instructions for plan submittal. The due date will be at least one (1) week prior to the next IDB meeting to allow the Board ample opportunity to review all plan submittals.
 3. Recipient Communities that are viable and economic development entities shall then submit an expenditure plan for the upcoming year which shall contain the following:
 - Plan shall describe intended use of funds, including any proposed reallocations from other communities.
 - Plan shall outline your strategy and objectives.
 - Plan shall outline your budget for the proposed project/ programs.
 - Plan shall also describe prior year's use of funds and documentation of tangible results.
 - Additional supporting information/ documentation may be attached.
 - Any plan submittal received after the designated due date, as outlined in the plan submittal request letter, may become ineligible for funding.
 - Plans shall be submitted by hand, mailed, faxed, or emailed to:
- Jerry Bougie, IDB Coordinator
Winnebago County Planning Department
112 Otter Ave
Oshkosh WI 54903-2808
FAX: 920-232-3347
EMAIL: jbougie@winnebagocountywi.gov
4. Following receipt of expenditure plan submittals, the County will notify all eligible applicants of the next scheduled meeting of the Winnebago County Industrial Development Board where the plan submittals will be reviewed for approval. *A representative from your community should be present at the IDB meeting to answer any questions by the Board regarding your community's proposal.*
 5. Following IDB approval, recipient communities/economic development entities are required to submit an invoice to Winnebago County for payment of the approved dollar amount. The invoice **must** indicate that the funds are for “***IDB per capita funding allocations***”.



GREATER OSHKOSH ECONOMIC DEVELOPMENT CORPORATION
100 N MAIN ST, SUITE 104, OSHKOSH, WI 54901

December 8, 2024

Joel Rassmussen, Chair
Maggie Mahoney, Administrator
Town of Algoma
15 North Oakwood Road
Oshkosh, WI 54904

Dear Chairman Rassmussen and Administrator Mahoney,

It is the time of year again where we look back on the past year and ahead to the next. However, this year our organization is looking ahead not just to the next 12 months but the next 5 years. Economic Development requires a long-term outlook, which is why our new strategic plan includes 5 years of planning. This plan was created with the feedback of over 80 entities and a refinement committee of local leaders.

We are excited to execute this plan and continue providing key economic development services to the Greater Oshkosh and Winnebago regions. We will continue to do so with the support and partnership of our private and public entities like yourselves. GOEDC is uniquely equipped to promote economic and social prosperity for the region through public/private partnerships.

GOEDC will continue to focus on the retention and growth of existing companies, addressing the ongoing labor force challenges through population growth and technology implementation. A new focus on housing will help address this issue while also helping our public partners increase their tax base.

The support we have received from Town of Algoma through the IDB Per Capita program in the past has contributed to the success of our organization. We would appreciate your continued support and look forward to the opportunity to include your needs with the county-wide efforts from our office. Additionally, we would like to identify specific initiatives that align with your goals and agree on deliverables.

With the busy season, I would appreciate it if you would let us know when you plan to address this funding at your local meeting.

I encourage you to contact me at (920) 230-3326 or tricia.rathermel@greateroshkosh.com or our staff anytime you have a question or need economic development support. We appreciate your support and partnership in advancing the region.

Sincerely,

A handwritten signature in black ink that reads "Tricia Rathermel". The signature is written in a cursive, flowing style.

Tricia Rathermel, President & CEO
Greater Oshkosh Economic Development Corporation

Town of Algoma Fire Department



The Desire to Serve

The Courage to Act

The Ability to Perform

To: Town Board Staff

From: Fire Chief/Fire Department

Date: 12/10/2024

Subject: Fire Department Bylaw Update/Revisions

Town Board Staff,

Please note the fire department bylaws were amended and approved by the fire department members at the November 13th, 2024 monthly meeting. Changes were made to:

- Update current fundraisers and special events (car show, open house).
- Make elections and the voting process easier and more affordable.
- Allow a wider scope of firefighters to join and serve the department/community. This will allow members to join and serve primarily as an equipment operator.

This update is crucial for fire department operations and recruitment/retention of members. Thank you for your attention on this matter.

Respectfully,

Kevin Sawicki

TOWN OF ALGOMA VOLUNTEER FIRE DEPARTMENT BYLAWS

Revised December 2021; **DRAFT October 2024**

Purpose Bylaws are a group of rules set forth to govern an organization as a body for the common good and discipline of its membership. The physical operation of the firefighter/first responder capabilities of the Town of Algoma Fire Department shall be directed by written and/or verbal policy, to be enforced by written and/or verbal standard operating procedures and/or guidelines. The procedures and guidelines will be commonly known as SOP's and SOG's which are established and enforced by the Fire Chief.

Description The organization shall be known as the Town of Algoma Volunteer Fire Department. It is a municipal fire department and its assets are owned by the Town of Algoma. The department shall consist of firefighters and first responders, hereafter referred to as the "Department."

Article I Membership

Section 1 Active membership in the department shall be limited to forty (40) firefighters and twenty (20) first responders who will be required to be:

- a. Residents of the Town of Algoma.
- b. At least eighteen (18) years of age and not attending high school.
- c. Hold a valid State of Wisconsin Driver's License.
- d. Agree to submit to a background check.
- e. Agree to submit to a NFPA/State/Department approved medical examination as required by the department to meet current regulations.
- f. Exceptions:
Non-residents may apply for membership to the department. Members who cease being town residents may apply to retain membership status. The Board of Directors will review each application on an individual basis to determine if the applicant would be beneficial to the operation of the department.

Section 2 Requirements for attainment of membership as a firefighter or first responder:

- a. Applicants must complete and sign an application of intent to join the department.
- b. The applicant and their spouse/significant other shall meet with the members of the Board of Directors who will discuss and explain the responsibilities, duties, and obligations of being a member of the department. Bringing a new member into the fire department constitutes a substantial commitment on the part of both the member and the town. Consequently the spouse/significant other should be made aware in advance of the extent of the responsibilities and commitment that is expected. Following discussions/interview, Board Members present shall discuss and then vote on the applicant for membership. A 2/3 vote of approval by the board members present is required to elect the applicant a "probationary member".

- c. The probationary period for a firefighter will be twelve (12) months during which the probationary member will be required to complete and obtain State of Wisconsin Firefighter I certification.
- d. The probationary period for a first responder will be twelve (12) months. The probationary period will begin after the applicant satisfactorily completes the State of Wisconsin approved First Responder course requirements and obtains certification as a first responder.
- e. The probationary period for a driver/operator will be twelve (12) months during which the member will be required to complete and obtain State of Wisconsin Driver/Operator Certification. Driver operators must have previous firefighting experience and firefighter 1 training or preferred Wisconsin Firefighter 1 Certification. This is a requirement for driver/operator members. Firefighters will be encouraged, but not required to obtain State of Wisconsin Driver/Operator Certification.
- f. The probationary member may not vote for or hold any office during this period. The probationary member must successfully complete the full probationary period before being voted on for full membership. In some cases, the probationary period may be extended by a majority vote of the Board of Directors.
- g. At the next respective monthly business meeting after completion of the probationary period, members present shall vote whether the applicant is to obtain full membership or not. A 2/3 vote of approval by members present is necessary for membership.
- h. Applicants may not apply for membership more than once within an eighteen (18) month period.
- i. Any first responder member not making a minimum of (5) calls during any six-month period may be placed on probation with the department. If the member on probation does not make a total of five (5) calls during the first six months of their probation, they may be terminated from membership. Procedure stated in Article 1, section 7, paragraph a, shall apply.
- j. All First Responders are required by state law to maintain minimum certification requirements at all times to actively respond to EMS calls.

Section 3

- To be eligible as a firefighter active member in good standing, it is required that a firefighter participate in a minimum of 22 department related activities per year.
- 1) Of which shall include a minimum of 10 fire call responses. (Official responses shall be dispatched by the Winnebago County Communication Center and given a run number.)
 - 2) All 22 activities (points) may consist entirely of official fire calls or a combination of 10 official fire calls and any of the activities defined as follows:
 - a. Each of the following shall account for 1(one) activity point
 - i. A regularly scheduled monthly business meeting
 - ii. Any training drill that is posted or paged out by the Communication Center.
 - iii. Any fire apparatus inspection performed with approval by a Fire Department Officer.
 - iv. Attendance of fire related training outside of the department (such as FVTC classes, fire related seminars, etc.) that have been pre-approved by the Fire Chief. FVTC classes shall be given one point for each lesson attended. All other pre-approved training

courses shall contribute 1 activity point for approximately each three hours of training time.

- v. Department sponsored functions such as, but not limited to, Fire Prevention Week school visits, Annual Car Show, and Annual Pancake Breakfast shall count as 1(one) activity for approximately every 3 (three) hours of participation. Members shall sign in and out on an official log sheet to be approved by the Fire Chief, or ranking Department officer in charge, in the absence of the Chief.
 - vi. Any inquiries as to qualifying department sponsored functions not listed above shall be resolved by the Board of Directors.
- b. The board members will review members on an annual basis.
- 3) In the event that the official fire response total drops below sixty (60) calls in a calendar year, the requirement for responding to a minimum of ten (10) calls shall be adjusted using the following formula: 15% of total annual call volume = minimum call requirement. The member will still be required to have a total of twelve (12) additional attendances.

Section 4. To be eligible as a first responder active member in good standing, it is required that a first responder participate in a minimum of 26 department related activities per year.

- 1) Of which shall include a minimum of 20 first responder call responses. (Official responses shall be dispatched by the Winnebago County Communication Center and given a run number.)
- 2) All 26 activities may consist of official first responder calls, or a combination of 20 official first responder calls and any of the activities defined as follows:
 - a. Each of the following shall account for 1(one) activity point.
 - i. A regularly scheduled monthly business meeting
 - ii. Any training session that is posted, or paged out by the Communication Center.
 - iii. Attendance of first responder related training outside of the department (such as FVTC classes, EMS related seminars, etc.) that have been preapproved by the Fire Chief. FVTC classes shall be given one point for each lesson attended. All other pre-approved training courses shall contribute 1 activity for approximately every three hours of training time.
 - iv. Department sponsored functions such as Fire Prevention Week school visits, **Annual Car Show**, ~~Pizza Making~~, ~~Annual Picnic~~, **and** Annual Pancake Breakfast shall count as 1(one) activity for approximately every 3 (three) hours of participation. Members shall sign in and out on an official log sheet to be approved by the Fire Chief, or ranking Department officer in charge, in the absence of the Chief.
 - v. Any inquiries as to qualifying department sponsored functions not listed above shall be resolved by the Board of Directors.
 - b. The board members will review all members on an annual basis.
- 3) In the event that the official EMS response total drops below one hundred-twenty (120) calls in a calendar year, the first responder requirement for responding to a minimum of twenty (20) calls shall be adjusted using the following formula: 15% of the total annual call volume = minimum call

requirement. The member will still be required to have a total of six (6) additional attendances.

- Section 5. Members that are both firefighters and first responders must:
- 1) Participate in a minimum of 42 department related activities per year, of which shall include a minimum number of calls for each membership (10 fire and 20 first responder) along with 12 additional attendances to be an active member in good standing for both memberships.
 - 2) All 42 activities may consist of official calls for service, provided that the minimums for each membership are met.
 - 3) If a member qualifies for only one membership, they shall be qualified to participate in the Town of Algoma Service Award Program.
 - 4) In the event that the official response total drops below sixty (60) fire calls in a year and/or one hundred-twenty (120) EMS responses in a year, the requirement for responding to the minimum of ten/twenty (10/20) calls respectively shall be waived and a minimum call volume requirement shall be determined as 15% of the total call volume for each group. The member will still be required to have eighteen (18) additional attendances.

- Section 6. Active members in good standing shall be qualified to participate in the Town of Algoma Service Award Program. The following is a list of exceptions/excused absences that will allow the member to participate in the service award program that has had department participation leading up to and following the absences with approval by the board of directors:
- 1) Called to active duty in the military
 - 2) Outside employer mandates that would cause the member to be out of town for extended periods of time (2 to 3 months or more at a time)
 - 3) Members that have a work restriction due to a short term medical condition (less than 1 year)
 - 4) Any absence due to a workers' compensation classified injury.

- Section 7, Termination of membership/Leave of absence:
- a. A member may be terminated from the Department by a 2/3 vote of approval by the Board of Directors at a regular, or specially called board meeting only after prior recommendation of such expulsion by the Fire Chief.
 - b. A member, at their request, may be removed from membership and be considered as a "former member in good standing" by majority vote of approval by the Board of Directors at a regular or specially called meeting.
 - c. A member may submit a written request for a leave of absence of up to twelve months. Approval requires a majority vote by the Board of Directors. This usually applies to members that are going through difficulties in their personal lives and excuses them from attendance expectations while they resolve these issues.

- Section 8. Reinstatement and Transfer:
- a. Former members of the department who left in good standing may be received back into membership upon approval by the board within two (2) years of termination of membership.

- b. Any former member being out of the department for a period of more than two years, will be required to complete a new application of intent to join the department and complete the required probationary period.
- c. Applicants who apply for membership that have been previous members of another department will be required to complete the probationary period.

Article II Honorary Members

Section 1 Honorary members may be approved at any monthly business meeting of the department by a majority vote of members present. Honorary members may attend meetings and volunteer at special events but are restricted from all voting or holding an elected position. They are also restricted from performing any duties for the department that would require state approved/certified training.

Article III Board of Directors

Section 1 The Board of Directors is composed of the Fire Chief, First Responder Chairperson, First Assistant Fire Chief, and four (4) members at large from the membership. The Board of Directors shall oversee the department and interact with the Town Board and the membership and be capable of reporting to either. Two (2) firefighter members at large from the membership shall serve a two (2) year term each. One (1) member shall be elected or reelected each year. Two (2) first responder members at large from the membership shall serve a two (2) year term each. One (1) member shall be elected or reelected each year.

Article IV Election of Officers

Section 1 Only active members in good standing are eligible to vote or hold office. All eligible members may vote for the Fire Chief, Fire Department Secretary, and Fire Department Treasurer. Firefighter members may vote for the Firefighter Board members. First Responder members may vote for the First Responder Chairperson and First Responder Board members.

Section 2 The Fire Chief, Assistant Fire Chiefs, and First Responder Chairperson are considered senior staff of the Department.

- a. Only active members that hold residency within the Town of Algoma shall be allowed to occupy the position of Fire Chief, Assistant Chief, and First Responder Chairperson.

Section 3 Election procedure shall be conducted as follows:

- a. The Board of Directors shall meet prior to the December business meetings to examine the membership roll and publish a list of members that are eligible to participate in the election process (nominate, vote or hold office). This meeting shall be held on or before the first Wednesday of December at Station 21. For the purposes of participating in elections, board members reserve the right to give special consideration to members who do not meet the attendance requirements due to excused absences (2nd shift work schedule or other extenuating circumstances) on an individual basis. This action can potentially waive member's attendance requirements necessary to participate in the election process. At the conclusion of this meeting, the

list of members currently eligible to participate in the election process shall be posted at Station 21. Length of Service Award Program qualification status shall not fall under this election procedure. Refer to Article I Sections 3, 4, 5, and 6.

- b. At the December monthly fire department meeting nominations for open positions shall be accepted and seconded in order to be placed on the official election ballots.
- c. A list of nominated candidates and their positions shall be published and posted at Station 21 and forwarded to the Town Clerk by 5:00pm the Monday following the fire department's monthly meeting.
- d. ~~An official ballots consisting of a separate Fire Chief, Secretary, and Treasurer ballot, Firefighter Board ballot, and First Responder Chairperson and board ballot shall be prepared and distributed to all eligible members at the January fire department meeting. Any eligible member unable to attend the January fire department meeting for voting may request an absentee ballot which will be mailed available by the Town Clerk (as appropriate based on membership in those groups) via U.S. Mail to their current address on file. Ballots shall be mailed out within 7 business days of the fire department December meeting.~~
- e. ~~Completed~~ Absentee ballots are to be received **completed and turned into** by personal delivery or via U.S. Mail at the Town Clerk's office by 5:00PM, **on** the day the elections are to take place.
- f. The Town Clerk shall collect all of the absentee ballots returned by the due date and hold them for tabulating at the Annual Fire Department meeting.
- g. At the Annual meeting, members in attendance shall nominate and approve two members as ballot clerks to tabulate the votes and report the results.
- h. In the event of a tie, the tie shall be broken by a coin toss.
- i. In the event that a member is elected to more than one position on the Board of Directors, that member shall accept only one position, and an election shall immediately be held to fill the open position. Eligible members present shall nominate and second all candidates for the open position and a vote shall then be taken by either a voice vote, show of hands, or hand written ballot.

Section 4 A special election shall be held to fill a vacancy for any of the elected positions that may occur outside of the regular election process. Notification of the position shall be made at a regular monthly business meeting, with nominations taken at the following meeting. Timeline for the voting process shall be established at the same meeting as the notification of the vacancy. Voting procedure stated in Article IV, section 3, par. c, d, e, f, g, h, and i shall apply as applicable.

Section 5 It shall be the duty of the Chief to report to the Town Board the names of the elected and appointed officers after the election or appointment. A newly elected Fire Chief shall take office after being sworn in by the Town Clerk at the January Town Board meeting.

Article V Duties of the Officers and Board Members

Section 1 It shall be the duty of the board of director member to:

- a. Vote on all matters regarding membership.
- b. Review attendance for all members on an annual basis.
- c. May review disciplinary or termination actions and approve or reverse disciplinary or termination actions that have been brought before the board by a request by the member involved using the grievance procedure.

Section 2

It shall be the duty of the Chief to:

- a. Preside at firefighter meetings, board meetings and oversee elections.
- b. Appoint all members of committees with approval from the senior staff members. See Article IV, Section 4 for senior staff members
- c. Serve as ex-officio member of all committees.
- d. Call special meetings
- e. Assume responsibilities for all necessary or mandated activities of the department.
- f. Command the department at all functions, emergency or non-emergency.
- g. Enforce the Bylaws, policies, procedures, and any other regulations of the department.
- h. Appoint Assistant Chiefs and Captains
- i. In the event of a vacancy in an elected position, to appoint an acting member until a special election is held.
- j. Coordinate the training program and maintain necessary records.
- k. Aid the First Responder Chairperson in the discharge of their duties.
- l. In the absence of the First Responder Chairperson, to perform all of their duties.
- m. The Chief may delegate duties as necessary.

Section 3

It shall be the duty of the First Assistant Chief to:

- a. Aid the Chief in the discharge of their duties.
- b. In the absence of the Chief, to perform all of the Chief's duties and have all the power and authority of the Chief.

Section 4

It shall be the duty of the Second Assistant Chief to:

- a. Aid the Chief and the First Assistant Chief in the discharge of their duties.
- b. In the absence of the Chief and the First Assistant Chief, to perform all of their duties and have all the power and authority of the Chief.

Section 5

It shall be the duty of the first Captain on scene of an emergency to:

- a. In the absence of the Chief and both Assistant Chiefs, to perform all duties of the Chief, and have all the power and authority of the Chief.

Section 6

It shall be the duty of the Fire Department Treasurer to:

- a. Keep an accurate account of all monies received and disbursed.
- b. Submit all records for inspection upon demand by the Chief, First Responder Chairperson, and annually for review by the Board of Directors.
- c. Deliver all monies, books, papers, records, and other property in their possession, belonging to the Department, to their successor at the expiration of their term of office.
- d. Submit quarterly financial statements to the Fire Chief to forward to the Town Board as requested.

- e. Be subject to audit of financial record of the department as deemed necessary.

- Section 7 It shall be the duty of the Fire Department Secretary to:
- a. Keep minutes of all meetings.
 - b. Keep and maintain a current membership roll.
 - c. Submit all records for inspection upon demand by the Chief, and annually for review by the Board of Directors.
 - d. Deliver all books, papers, records, and other property in their possession, belonging to the department, to their successor at the expiration of their term of office.
 - e. Submit approved minutes of the monthly business meeting to the Fire Chief to forward to the Town Board.

- Section 8 It shall be the duty of the First Responder Chairperson to:
- a. Be the principal executive officer of the First Responder members.
 - b. Be subject to the direction and control of the Fire Chief.
 - c. Be in charge of the business and affairs of the First Responders.
 - d. Preside at business meetings, or in their absence, delegate to another member of the organization.

Article VI General Rules

- Section 1. It shall be the duty of all members of this department to respond to all calls in a safe and prudent manner.

- Section 2 No department member shall respond to a call if impaired as a result of drugs, alcohol, or other substance. They shall not engage in disorderly or disruptive conduct, or disobedience to direct commands of officers at emergency scenes, meetings, training sessions, or Department sponsored functions. It shall be the determination of the Senior Officer in charge whether a violation of this section has occurred. If it has, such Officer may have the offending member removed from the scene of the emergency or other event. Actions deemed unbecoming of a member of the Department may be cause for that member to be suspended or terminated from the Department, termination shall be determined by the Board of Directors.

- Section 3 Leaving the scene of an emergency without notifying the officer in charge, may be cause for suspension or termination from membership.

- Section 4 Appeal Procedure: If a member has been suspended or terminated from the department, that member has the right to appeal their suspension/termination. The appealing member must request a meeting with the Board of Directors, in writing within 5 (five) business days of the suspension/termination. If the matter in dispute cannot be resolved with the Board, the appealing member must request a meeting with the Town Board in writing within 5 (five) business days after the meeting with the Department Board of Directors. The Town Chairman will contact the Fire Chief with the Town Board's decision.

Article VII Meetings

Section 1 Annual meeting of the department shall be held on the second Wednesday of January in conjunction with the fire departments regular monthly business meeting, or as deemed necessary by the Fire Chief.

Monthly business meetings of the firefighters and first responders shall be held on the second Wednesday of the month or as deemed necessary, unless a majority of the members present at the previous monthly meeting vote to change the next meeting date.

A monthly Board of Directors meeting shall be held preceding a regular fire department monthly business meeting. A special board meeting may be called by the Chief or the First Responder Chairperson at anytime.

A majority (4) of the Board of Directors shall constitute a quorum for the transaction of any business. A quorum for any monthly membership meeting shall consist of twenty-five percent (25%) of the current roster.

Section 2 Monthly training drills for the fire department shall be held on the first and third Monday of the month or as deemed necessary by the Chief.

Section 3 Special meetings or drills may be called by the Chief whenever deemed necessary or upon written request of five (5) members in good standing.

Section 4 All members shall be subject to the following regulations at all meetings:
a. Come to order when called by the chair.
b. Not to leave the meeting without notifying the chair.

Section 5 Deliberations at meetings shall generally be conducted in accordance with the parliamentary rules contained in Roberts Rules of Order, Newly Revised and pursuant to any interpretations of the most recent edition of A Guide to Parliamentary Procedure for Local Governments in Wisconsin by Larry E. Larmer. The latter source shall control in the event of apparent inconsistencies.

Article VIII 911 Calls

Section 1 Fire and first responder calls are received via the Winnebago County 911 dispatching system. The 911 center notifies the department via radio frequency pagers.

Section 2 In the event of a power failure, via the telephone from the 911 center, The published Chain of Command chart shall act as the calling order list. First responders will be called by geographical order of response.

Section 3 All members responding to a 911 call must obey all traffic laws and operate their vehicle in a safe, sensible, and defensive manner of driving.

Article IX Equipment

Section 1 a. Each member of the department shall be held personally responsible

for equipment issued and in their possession. The Board of Directors will review any apparent damage due to neglect, carelessness or malicious intent, other than normal wear and tear. Upon departure from the department, the member shall return all equipment immediately through an officer of the department or the member will be invoiced.

- b. All department issued equipment must be kept in a state of readiness at all times.

Article X Bylaw Revisions

Section 1 The Bylaws, or any part thereof, may be proposed to be amended, at a regularly scheduled meeting of the fire department. The proposed change or changes shall be read and then posted at Station 21. A voting timeline shall be established during the reading process and published at Station 21 ~~as well as a notice sent with the ballot.~~ An official ballot **will be provided** ~~shall then be mailed by the Town Clerk following the reading at the fire department meeting.~~ **Absentee ballots shall be available at the town hall.** ~~Completed~~ Ballots shall be **completed and** returned to the Town Clerk. A 2/3 vote of approval by the department is required to amend the Bylaws. **Two appointed department members at the meeting** ~~The Town Clerk~~ shall tabulate all votes and forward the results to the Fire Chief. Changes shall take effect upon the approval of the Town Board.



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: December 16, 2024

RE: Ordinance No. 2024-03 An Ordinance Amending Chapter 113 of the Code of Ordinances for the Town of Algoma regarding Animals

SUMMARY:

The need for this update was discussed at the November 20, 2024 Town Board meeting when the fee schedule was considered, as one of the increased fees was the dog licenses late fee. The current ordinance includes the fee amount, so with this change to instead refer to the fee schedule the ordinance does not have to be updated every time there is a fee change.

The proposed amendments to this ordinance:

1. Remove the specific cost of the late fee for dog licenses and instead refer to the fee schedule; and,
2. The order of these items has changed so the late fee is explained first, then the referral to the fee schedule for the license cost and late fee come after.

A copy of the current code with the proposed changes is attached, as well as Ord. No. 2024-03.

RECOMMENDED ACTION: Staff recommends approval of the amendments as presented. Should the Town Board agree the following motion may be made:

“Motion to approve Ordinance No. 2024-03 an Ordinance Amending Chapter 113 of the Code of Ordinances for the Town of Algoma regarding Animals.”

ATTACHMENTS:

1. Ch. 113.3 Animals (current code)
2. Ordinance No. 2024-03

12/16/24 CURRENT MUNICIPAL CODE with proposed changes are to “D” and “E”.

§ 113-3 Licensing regulations.

- A.** The owner of any dog more than five months of age shall obtain a dog license.
- B.** The license year commences on January 1 and ends on the following December 31. A license is required every year.
- C.** The owner must provide to the Town proof of current rabies vaccination. The certificate of rabies vaccination shall contain the owner's name and address, the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog, the date of the vaccination, the type of rabies vaccination administered and the manufacturer's serial number, the date that the immunization expires as specified for that type of vaccine. At the time of immunization, a rabies tag shall be issued and said tag attached to a collar and kept on the dog at all times, except during competition, training, hunting, to a dog securely confined indoors, to a dog securely confined in a fenced area or to a dog actively involved in herding or controlling livestock if the dog is under the control of its owner.
- D.** The collecting official shall assess and collect a late fee from every owner of a dog five months of age and over if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog or if the owner failed to obtain a license on or before the dog reached licensable age.
- DE.** The cost of the license and late fee may be found in the Town of Algoma Fee Schedule.^[1]
- [1] *Editor's Note: Said schedule is on file in the Town offices.*
- ~~**E.** The collecting official shall assess and collect a late fee of \$5 from every owner of a dog five months of age and over if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog or if the owner failed to obtain a license on or before the dog reached licensable age.~~
- F.** A dog that becomes five months of age after July 1 of the license year shall be charged 1/2 of the amount.
- G.** Service dogs are exempt from the license fee, and a free license shall be issued upon application.

ORDINANCE NO. 2024 – 03

**AN ORDINANCE AMENDING CHAPTER 113 OF THE CODE OF ORDINANCES FOR THE TOWN OF
ALGOMA: ANIMALS**

The Town Board of Supervisors of the Town of Algoma, Winnebago County, Wisconsin, do ordain as follows:

1. **AUTHORITY/ PURPOSE.** The Town Board of the Town of Algoma, Winnebago County, Wisconsin, has the specific authority under s. 66.0113, Wis. stats., to adopt this ordinance. The purpose of this ordinance is for the Town of Algoma to provide for the licensing and identification of dogs and the protection of persons and property.

2. **AMENDMENT.** Sections 113.3.D and 113.3.E of the Municipal Code for the Town of Algoma, Winnebago County, Wisconsin, are restated as follows:

§ 113-3 Licensing regulations.

D. The collecting official shall assess and collect a late fee from every owner of a dog five months of age and over if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog or if the owner failed to obtain a license on or before the dog reached licensable age. The cost of the late fee may be found in the Town of Algoma Fee Schedule.

E. The cost of the license and late fee may be found in the Town of Algoma Fee Schedule.

3. **EFFECTIVE DATE.**

This ordinance is effective on publication or posting.

Adopted by the Town Board of Algoma, Winnebago County, Wisconsin on this _____ day of _____, 2024

Joel Rasmussen, Town Chair

ATTEST:

Katherine Reinbold
Municipal Clerk/Treasurer



December 3, 2024

Town of Algoma
Attn: Maggie Mahoney
15 N. Oakwood Road
Oshkosh, WI 54904

Re: Town of Algoma
2024 – 02 | Bellhaven Lane Iron Enhanced Sand Filter
Certificate for Payment #2
McM. No. A0018-09-22-00615

Dear Maggie:

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of \$317,764.73 for partial payment for work performed through October 18, 2024.

Please process the enclosed, and forward payment to Northeast Asphalt, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Phil T. Kleman".

Phil T. Kleman, CPESC
Associate / Municipal & Water Resources Engineer

PTK:mck

cc: Northeast Asphalt, Inc.

Enclosure: Certificate for Payment #2

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 MCMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

TOWN OF ALGOMA
15 N. Oakwood Road
Oshkosh, WI 54904

Contract No. 2024 - 02
Project File No. A0018-09-22-00615.06
Certificate No. Two (2)
Issue Date: December 3, 2024
Project: Bellhaven Lane Iron
Enhanced Sand Filter

This Is To Certify That, In Accordance With The Contract Documents Dated: April 30, 2024

NORTHEAST ASPHALT
W6380 Design Drive
Greenville, WI 54942

Is Entitled To Partial Payment For Work Performed Through: October 18, 2024

- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

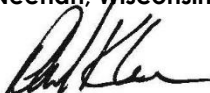
Original Contract	<u>\$410,675.01</u>	Completed To Date	<u>\$389,486.01</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%*	<u>\$10,266.88</u>
Current Contract Amount	<u>\$410,675.01</u>	Subtotal	<u>\$379,219.13</u>
		Previously Certified	<u>\$61,454.40</u>

*5% of 50% of Current Contract Amount

Amount Due This Payment: \$317,764.73

Please process and forward payment to NORTHEAST ASPHALT, INC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Phil T. Kleman, CPESC
Associate / Municipal & Water Resources Engineer

CERTIFICATE FOR PAYMENT #2

TOWN OF ALGOMA
Bellhaven Lane Iron Enhanced Sand Filter
 Contract No. 2024-02
 McM No. A0018-09-22-00615

Contractor: NORTHEAST ASPHALT, INC.
 W6380 DESIGN DRIVE
 GREENVILLE, WI 54942

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

Item	Qty	Unit	Description	Bid Prices		Previous Requests		This Request		Completed to Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
1.	1	L.S.	Traffic Control	\$3,624.36	\$3,624.36	0.5	\$1,812.18	0.5	\$1,812.18	1.0	\$3,624.36
2.	1	L.S.	Tracking Pad (If Needed)	\$1,401.58	\$1,401.58	1	\$1,401.58	0	\$0.00	1	\$1,401.58
3.	1	L.S.	Turbidity Barrier	\$650.00	\$650.00	0	\$0.00	1	\$650.00	1	\$650.00
4.	20	L.F.	Silt Fence	\$12.00	\$240.00	0	\$0.00	20	\$240.00	20	\$240.00
5.	5	Ea.	Inlet Protection	\$145.00	\$725.00	0	\$0.00	5	\$725.00	5	\$725.00
6.	4	Ea.	Temporary Ditch Checks	\$115.00	\$460.00	0	\$0.00	4	\$460.00	4	\$460.00
7.	1	L.S.	Dewatering	\$1,551.53	\$1,551.53	0	\$0.00	1	\$1,551.53	1	\$1,551.53
8.	1	L.S.	Clearing & Grubbing	\$6,000.00	\$6,000.00	1	\$6,000.00	0	\$0.00	1	\$6,000.00
9.	515	L.F.	Sawcut Asphalt	\$2.29	\$1,179.35	0	\$0.00	515	\$1,179.35	515	\$1,179.35
10.	1	L.S.	Remove Existing Culverts, Storm Sewer or Storm Structures	\$1,300.00	\$1,300.00	0	\$0.00	1	\$1,300.00	1	\$1,300.00
11.	1	L.S.	Abandon / Bulkhead Existing Storm Sewer or Culverts	\$3,550.00	\$3,550.00	0	\$0.00	1	\$3,550.00	1	\$3,550.00
12.	4	Ea.	Pothole Water Main & Water Service Crossings	\$500.00	\$2,000.00	4	\$2,000.00	0	\$0.00	4	\$2,000.00
13.	1	L.S.	Common Excavation / Site Grading (Estimated at 660 C.Y.)	\$62,606.78	\$62,606.78	0.75	\$46,955.08	0.25	\$15,651.69	1.00	\$62,606.78
14.	350	S.Y.	Remove Unsuitable Soil & Replace with 2 Foot Clay Liner, If Needed	\$0.01	\$3.50	0	\$0.00	0	\$0.00	0	\$0.00
15.	1	L.S.	Geotechnical Engineer / Clay Liner Letter of Opinion	\$2,000.00	\$2,000.00	0	\$0.00	1	\$2,000.00	1	\$2,000.00
16.	347	C.Y.	Sand (Filter Bed)	\$51.79	\$17,971.13	0	\$0.00	347	\$17,971.13	347	\$17,971.13
17.	52,000	Lbs.	Iron Fillings	\$0.64	\$33,280.00	0	\$0.00	52,000	\$33,280.00	52,000	\$33,280.00
18.	78	C.Y.	Pea Gravel	\$57.04	\$4,449.12	0	\$0.00	78	\$4,449.12	78	\$4,449.12
19.	235	C.Y.	Gravel Storage Layer	\$40.03	\$9,407.05	0	\$0.00	235	\$9,407.05	235	\$9,407.05
20.	1	Ea.	Stone Weeper	\$4,026.05	\$4,026.05	0	\$0.00	1	\$4,026.05	1	\$4,026.05
21.	64	L.F.	24 Inch x 38 Inch HE RCP CL III Storm Sewer	\$170.00	\$10,880.00	0	\$0.00	64	\$10,880.00	64	\$10,880.00
22.	93	L.F.	12 Inch RCP CL IV Storm Sewer	\$89.00	\$8,277.00	0	\$0.00	92	\$8,188.00	92	\$8,188.00
23.	569	L.F.	30 Inch Storm Sewer	\$155.00	\$88,195.00	0	\$0.00	567	\$87,885.00	567	\$87,885.00
24.	47	L.F.	15 Inch Storm Sewer	\$85.00	\$3,995.00	0	\$0.00	47	\$3,995.00	47	\$3,995.00
25.	8	L.F.	12 Inch Storm Sewer	\$89.00	\$712.00	0	\$0.00	8	\$712.00	8	\$712.00
26.	25	L.F.	13 Inch x 17 Inch CMP - Arch Culvert	\$70.00	\$1,750.00	0	\$0.00	24	\$1,680.00	24	\$1,680.00
27.	44	L.F.	20 Inch x 28 Inch CMP-Arch Culvert	\$92.00	\$4,048.00	0	\$0.00	44	\$4,048.00	44	\$4,048.00
28.	441	L.F.	6 Inch Sch 40 PVC Perforated Underdrain	\$14.99	\$6,610.59	0	\$0.00	415	\$6,220.85	415	\$6,220.85
29.	59	L.F.	8 Inch Sch 40 PVC Perforated Underdrain	\$24.89	\$1,468.51	0	\$0.00	50	\$1,244.50	50	\$1,244.50
30.	40	L.F.	4 Inch Sch 40 PVC Storm Lateral	\$66.00	\$2,640.00	0	\$0.00	40	\$2,640.00	40	\$2,640.00
31.	11.19	V.F.	Storm Manhole or Inlet Manhole (6 Foot Diameter)	\$1,055.00	\$11,805.45	0	\$0.00	11.96	\$12,617.80	12	\$12,617.80
32.	32.87	V.F.	Storm Manhole or Inlet Manhole (5 Foot Diameter)	\$1,078.00	\$35,433.86	0	\$0.00	33.52	\$36,134.56	34	\$36,134.56
33.	1	Ea.	Storm Yard Drain (30 Inch Diameter)	\$2,850.00	\$2,850.00	0	\$0.00	1	\$2,850.00	1	\$2,850.00
34.	1	Ea.	Outlet Structure (2 Foot x 3 Foot Box)	\$6,520.00	\$6,520.00	1	\$6,520.00		\$0.00	1	\$6,520.00
35.	1	Ea.	24 Inch x 38 Inch HE RCP Apron Endwall with Trash Guard	\$3,935.00	\$3,935.00	0	\$0.00	1	\$3,935.00	1	\$3,935.00
36.	2	Ea.	12 Inch RCP Apron Endwall	\$1,162.00	\$2,324.00	0	\$0.00	2	\$2,324.00	2	\$2,324.00
37.	2	Ea.	13 Inch x 17 Inch CMP-Arch Flared End Section	\$291.00	\$582.00	0	\$0.00	2	\$582.00	2	\$582.00
38.	2	Ea.	20 Inch x 28 Inch CMP-Arch Flared End Section	\$382.00	\$764.00	0	\$0.00	2	\$764.00	2	\$764.00
39.	1	Ea.	8 Inch PVC Cleanout (10 Inch Frost Sleeve)	\$1,122.26	\$1,122.26	0	\$0.00	1	\$1,122.26	1	\$1,122.26
40.	4	Ea.	6 Inch PVC Cleanout (8 Inch Frost Sleeve)	\$490.36	\$1,961.44	0	\$0.00	4	\$1,961.44	4	\$1,961.44
41.	3	Ea.	4 Inch PVC Cleanout (6 Inch Frost Sleeve)	\$525.00	\$1,575.00	0	\$0.00	3	\$1,575.00	3	\$1,575.00
42.	2	Ea.	Connect Existing Storm Sewer to New Storm Manhole / Structure	\$1,275.00	\$2,550.00	0	\$0.00	2	\$2,550.00	2	\$2,550.00
43.	1	Ea.	Lower 8 Inch Water Main, If Needed	\$6,500.00	\$6,500.00	0	\$0.00	1	\$6,500.00	1	\$6,500.00
44.	1	Ea.	Lower 6 Inch Water Main, If Needed	\$5,700.00	\$5,700.00	0	\$0.00	1	\$5,700.00	1	\$5,700.00
45.	1	Ea.	Lower 1-1/2 Inch Water Service, If Needed	\$2,300.00	\$2,300.00	0	\$0.00	0	\$0.00	0	\$0.00
46.	35	C.Y.	Extra Light Rip-Rap	\$46.51	\$1,627.85	0	\$0.00	35	\$1,627.85	35	\$1,627.85
47.	490	S.Y.	HMA Pavement Restoration, 3-1/2 Inch	\$36.40	\$17,836.00	0	\$0.00	477	\$17,362.80	477	\$17,362.80
48.	26	S.Y.	HMA Driveway Restoration, 3 Inch	\$36.10	\$938.60	0	\$0.00	40	\$1,444.00	40	\$1,444.00
49.	1	L.S.	Temporary Stabilization for Prairie Areas (Temp. Seed & Mulch - Estimated at 480 S.Y.)	\$360.00	\$360.00	0	\$0.00	0	\$0.00	0	\$0.00
50.	1	L.S.	Turf Grass Restoration (Topsoil, Seed, Fertilizer & Mulch - Estimated at 1,580 S.Y.)	\$11,613.00	\$11,613.00	0	\$0.00	0	\$0.00	0	\$0.00
51.	1	Ea.	Burr Oak Tree (1-1/2 Inch to 2 Inch Caliper, B&B)	\$685.00	\$685.00	0	\$0.00	0	\$0.00	0	\$0.00
52.	5	Event	Site Preparation - Herbiciding Prairie Areas (0.28 acres)	\$540.00	\$2,700.00	0	\$0.00	0	\$0.00	0	\$0.00
53.	0.28	Acres	Prairie Planting (Seed & WisDOT Class I, Type A Erosion Mat)	\$14,250.00	\$3,990.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL CONTRACT AMOUNT (Items 1. through 53., Inclusive)				\$410,675.01	\$64,688.84	\$324,797.16	\$389,486.01				

*Retainage is 5% of 50% of current contract amount

Completed to Date:	\$389,486.01
Retainage (5%)*:	\$10,266.88
Subtotal:	\$379,219.13
Previous Application:	\$61,454.40
Amount Due This Application:	\$317,764.73

McMAHON

McMahon Associates, Inc.

ENGINEERS ARCHITECTS

SCIENTISTS LAND SURVEYORS

1445 McMahon Drive
Neenah, WI 54956

P.O. Box 1025
Neenah, WI 54957-1025

Telephone: (920)751-4200
FAX: (920)751-4284

APPLICATION FOR PAYMENT

(OWNER)
Town of Algoma
15 North Oakwood Drive
Oshkosh, WI 54904

PROJECT:	Bellhaven Lane Iron Enhanced Sand Filter
CONTRACTOR	Northeast Asphalt, Inc.
Contract No.	2024-02
Project No.	A0018-09-22-00615
Application No.	002
Application Date	November 27, 2024
Period From	07/15/24 To 10/18/24

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

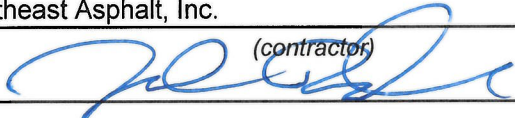
- Schedule Of Values
- Schedule Of Unit Prices
- Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$ 410,675.01	Completed to date	\$ 389,486.01
Net Change Orders	\$ -	Retainage	\$ 10,266.88
Current Contract Amount	\$ 410,675.01	Sub-total	\$ 379,219.13
		Previous Payments	\$ 61,454.40

Amount Due This Application:	\$ 317,764.73
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The undersigned Contractor hereby swears, under penalty of perjury, that 1) All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications For Payment numbered 1 through 2 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated November 27, 2024 Northeast Asphalt, Inc.
(contractor)
BY 

COUNTY OF Outagamie
STATE OF Wisconsin } ss

Before me on this 27th day of November, personally appeared Jake Brucker
known to me, who being duly sworn, did depose and say that he/she is the Agent
of the Contractor above mentioned; that he/she executed the above Application For Payment and statement on
behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 02/27/27


(Notary Public)
**KIM STEBANE
Notary Public
State of Wisconsin**



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: December 16, 2024

RE: Memorandum of Understanding for 2025 General Engineering with McMahan Associates Inc.

SUMMARY:

The Town has retained McMahan Associates Inc. to provide engineering services and assistance for several years for things such as including general road maintenance, drainage and project planning. The 2025 General Engineering MOU is attached. As noted in the memo from Phil Kleman, the 2025 rates are not yet available but are expected to increase ~3%.

These costs are included in the 2025 adopted budget.

RECOMMENDED ACTION: Staff recommends approval of the MOU. Should the Town Board agree the following motion may be made:

“Motion to approve the 2025 Memorandum of Understanding for 2025 General Engineering with McMahan Associates Inc.”

ATTACHMENTS:

1. 2025 MOU for General Engineering with McMahan

McMAHON

ENGINEERS ARCHITECTS

December 11, 2024

Town of Algoma
Attn: Maggie Mahoney, Administrator
15 N Oakwood Road
Oshkosh, WI 54904

Re: 2025 GENERAL ENGINEERING MEMORANDUM OF UNDERSTANDING
McM. No. M0032-09-99-00012.00

Dear Maggie,

We wish to thank you for the opportunity to provide General Engineering Services to the Town of Algoma. We look forward to continuing this relationship and assisting you with future projects as the need arises.

In order to serve you better, we have prepared this Memorandum of Understanding (MOU) for your records. This MOU would make possible the prompt and successful completion of smaller projects that could include erosion control observations, site plan reviews, drainage investigations, minor design efforts, etc.

Services provided under this MOU will be invoiced on a Time and Expense Basis at the rate in effect at the time the services are rendered. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incurred on the project such as computer time, mileage and other direct expenses.

All services will be performed in accordance with McMahon Associate, Inc.'s General Terms & Conditions, dated May 10, 2024, which are enclosed for reference. Also enclosed are McMahon Associates, Inc.'s 2024 Fee Schedule and Reimbursable Expenses Schedule. Although our 2025 Fee Schedule and Reimbursable Expenses Schedules are not yet available, it is anticipated our rates will be increasing by approximately 3%.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request written confirmation of your request. If you have any questions regarding this information, please contact me at your earliest convenience.

Respectfully,
McMahon Associates, Inc.



Phillip T. Kleman, CPESC
Associate / Municipal & Water Resources Engineer

PTK:car

Enclosures: General Terms & Conditions
2024 Fee Schedule & Reimbursable Expenses Schedules

1. STANDARD OF CARE

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Client’s Representative: McMahon intends to serve as the Client’s professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon’s professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client’s failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 Limits: McMahon will maintain insurance coverage in the following amounts:
 Worker’s CompensationStatutory
 General Liability
 Bodily Injury - Per Incident/Annual Aggregate\$1,000,000 / \$2,000,000
 Automobile Liability
 Bodily Injury\$1,000,000
 Property Damage\$1,000,000
 Professional Liability Coverage\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon’s liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon’s fee not to exceed to \$250,000.

- 3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client’s insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor’s Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon’s insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator’s fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024 Revised: 09/11/2024

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Wetland Delineator	\$140.00
Municipal Planner	\$165.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956
Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284
Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

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1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591

Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

* This schedule is not all inclusive.