

## NOTICE OF VILLAGE BOARD MEETING

**DATE:** Tuesday, November 12, 2024

**TIME:** 6:30pm

**LOCATION:** Combined Locks Civic Center,  
Council Chambers, 405 Wallace Street

### AGENDA

#### **ADMINISTRATIVE COMMITTEE – 6:00pm (Neumeier, Heckner, Schinke)**

1. Review and consider approval of monthly bills
2. Adjourn

#### **VILLAGE BOARD – 6:30pm**

- A. Call to order
- B. Pledge of Allegiance
- C. Roll call
1. Public comment for matters not on the agenda
2. Review and consider approval of minutes and bills
3. Administrator, Public Works Director and Law Enforcement reports – accept and file
4. Public hearing regarding 2025 General Fund Budget and tax levy for municipal purposes
5. Consider motion to approve Resolution 2024-15; adopting the 2024 tax levy for the 2025 General Fund Budget
6. Review and consider motion to adopt 2025 Storm Water Fund Budget
7. Consider motion to approve Resolution 2024-16; establish solid waste special charge
8. Review and consider motion to adopt 2025 Sanitation Fund Budget
9. Review and consider motion to approve proposal for Nottingham Road improvements
10. Review and consider approval of updated Law Enforcement Contract
11. Trustee Heckner's presentation of October MPO discussion
12. Discuss updated Code of Ordinances
13. Other business, updates and future agenda items
  - a. Expiring terms: John Neumeier, Brad Schinke, Ken Heckner and vacant (Al Leicht) plus 1-year trustee term available
14. Adjourn

**Public Notice:** Agendas are posted in the following locations: Combined Locks Civic Center main entrance and Village website: [www.combinedlocks.wi.gov](http://www.combinedlocks.wi.gov). 2015 Wisconsin Act 79 allows the publication of certain legal notices on an internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an internet site maintained by the local government.

**Special Accommodations:** Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 405 Wallace Street, 920-788-7740 extension 203 or email at [gieser@combinedlocks.wi.gov](mailto:gieser@combinedlocks.wi.gov).

**Notice of Possible Quorum:** A quorum of the Board of Review, Zoning Board of Appeals, Plan Commission, or other Village committee may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Board of Review, Zoning Board of Appeals, Plan Commission, or other Village committee will be taken at this meeting.

### Item #3

## ADMINISTRATOR REPORT 11/12/24 VILLAGE BOARD

### October information/projects:

- Finalized budgets and 5-Year CIP
- *Waiting to hear from Fire/EMS Chief about proposed expansion plan committee & ideas*
- Finalized Park Street & Paul Court utility and road replacement plans
- *Finalize permanent easements on Park Street – still working on this*
- Draft Developer's Agreement for Wolfinger Estates – TID 2 – *not started*
- Work with Town of Buchanan and Outagamie County Sheriff's Office on revisions to the law enforcement contract
- Changed internet and service provider from Spectrum/Charter to TDS

### November information/projects:

- Finalize special assessments and tax roll
- Work with Fire/EMS Chief and personnel on proposed expansion plan
- Finalize permanent easements on Park Street
- Draft Developer's Agreement for Wolfinger Estates – TID 2
  - \*McMahon reviewed construction documents and recommended some changes
- 2363 voters – 1466 absentee, 897 in-person, 119 new registrations
- Contacted all trustee applicants – Justin Krueger accepted and will attend 12/03/24 meeting to be sworn in
- Final Statement of Assessment: Assessed value = \$496,984,300 Equalized value = \$509,608,700 97.5227%

**COMBINED LOCKS  
DPW REPORT  
NOVEMBER 12,2024**

Leaf Collection: Crews have picked the entire village 3.5 times with 19 loads (19 last year). We are still dumping the leaves at Van Elzen's tree farm in Harrison or in the old mill landfill. Heavy season of collection is upon us.

Cut the grass at all parks, leaf collection within the parks, and cleaned up islands and planters. Took down batting cage and volleyball nets. Changed out banners.

Fredrickson hauled 12 dumpsters of yard waste for a total of 38 on year.

Brush collection- We made the last scheduled pick up on Wed. November 6th and had 22 stops.

Large rubbish had 157 stops

Planted 13 trees throughout the village

Repaired 2 water breaks on Fairway (in the same hole).

Keith and Dustin started meter testing and cross connection testing.

Closed and winterized all bathrooms except Memorial which stays open all year.

Valley Sealcoat mastic patched 17 high sanitary manholes, so plows don't hit them.

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**ANTICIPATED PROJECTS:**

Cross connection testing and meter change outs continue

Leaf Collection, grass cutting and hopefully one last street sweeping

Brandon Bowers is repairing 9 inlets that were sunken and or broke.

Valley Sealcoat will be infrared patching, milling and overlaying a portion of Nottingham Rd. This is a temporary fix until the road is reconstructed in the near future (2027?).

Mike will be doing his maintenance checks and preparing all snow fighting equipment.

**Item #4**

**Millage of Combined Locks  
2025 General Fund Budget**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	
<b>REVENUES</b>					
Tax Levy	\$ 1,805,034	\$ 1,825,970	\$ 1,930,578	\$ 1,791,541	-7.20%
Special Assessments	36,760	9,549	13,084	10,107	
Intergovernmental Revenues	673,226	691,837	783,717	1,217,938	
Licenses & Permits	77,246	83,467	91,242	89,480	
Fines, Forfeitures & Penalties	2,150	2,400	3,000	3,500	
Public Charges for Services	60,775	64,275	80,675	74,675	
Intergovernmental Charges for Services	519,361	538,227	537,518	577,447	
Miscellaneous Revenue	15,828	28,403	36,513	36,798	
Proceeds Long Term Debt or Reserve Funds	482,000	2,138,000	-	2,150,000	
<b>EXPENSES</b>					
Legislative	\$ 40,922	\$ 39,794	\$ 38,406	\$ 38,365	
Executive	6,215	6,215	65,215	6,215	
General Administration	193,507	200,978	220,363	218,799	
Financial Administration	42,683	67,519	50,871	50,450	
Legal	10,300	10,700	9,300	8,868	
Buildings	93,667	95,349	102,750	100,050	
Other General Government	322,871	344,608	368,556	387,596	
Public Safety	575,206	631,427	671,560	742,276	
Inspections-Engineering	22,405	22,105	20,010	27,185	
Public Works	667,780	697,154	694,987	739,736	
Parks & Recreation	98,402	90,281	102,761	108,069	
Capital Projects	748,361	2,336,447	343,422	2,439,328	
Debt Service	850,062	839,551	847,127	1,084,547	
<b>Total Revenues</b>	<b>\$ 3,672,380</b>	<b>\$ 5,382,128</b>	<b>\$ 3,476,327</b>	<b>\$ 5,951,485</b>	
<b>Total Expenses</b>	<b>\$ 3,672,380</b>	<b>\$ 5,382,128</b>	<b>\$ 3,535,327</b>	<b>\$ 5,951,485</b>	
<b>Tax Rate</b>	<b>\$ 5.06</b>	<b>\$ 5.09</b>	<b>\$ 5.34</b>	<b>\$ 3.82</b>	<b>-\$1.5222</b>
					<b>-28.51%</b>
			\$	3.82	

**Item #5**

**VILLAGE OF COMBINED LOCKS  
RESOLUTION 2024-15**

**ADOPTING THE 2024 TAX LEVY FOR THE 2025 GENERAL FUND BUDGET FOR THE VILLAGE  
OF COMBINED LOCKS, OUTAGAMIE COUNTY, WISCONSIN**

WHEREAS, the Village of Combined Locks Board of Trustees is appropriating the necessary funds for the operation of the government and administration of the Village of Combined Locks for the year 2025; and

WHEREAS, there is hereby appropriated out of the receipts of the Village of Combined Locks for the year 2025, including monies received from the general property tax levy, to the various purposes specified in the budget publication notice attached as Exhibit "A"; and

WHEREAS, the Village of Combined Locks general property tax levy for 2024 has been decreased due to a substantial increase in the equalized and assessed values of real property with the Village; and

WHEREAS, the tax levy of \$1,791,541 is to be levied upon all taxable property in the Village of Combined Locks as recorded by the Assessor as of January 1, 2023, to be used in accordance with this general fund budget; and

WHEREAS, the Clerk-Treasurer is hereby authorized to distribute this tax over properties listed on the current assessment roll and is ordered to collect the same. The additional tax relating to Tax Incremental Districts #2 and #3 is also hereby levied and shall be calculated by the Clerk-Treasurer as prescribed by law. The Clerk-Treasurer is ordered to collect the same.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Combined Locks there is hereby levied the tax levy amount of \$1,791,541 on all taxable property within the Village of Combined Locks to support the 2025 General Fund Budget.

Approved this 12<sup>th</sup> day of November, 2024 by a vote of \_\_\_\_\_ aye, \_\_\_\_\_ nay, with \_\_\_\_\_ members absent.

\_\_\_\_\_  
John Neumeier, Village President

Attest: \_\_\_\_\_  
Racquel Shampo-Giese, Village Administrator-Clerk-Treasurer

## EXHIBIT "A"

### PROPOSED BUDGET SUMMARY

GENERAL FUND	2024 Adopted	2025 Proposed	% Change
Revenues:			
Taxes	\$ 1,930,578	\$ 1,791,541	-7.20%
Special Assessments	13,084	10,107	
Intergovernmental Revenues	783,717	1,217,938	
Licenses & Permits	91,242	89,480	
Fines, Forfeitures & Penalties	3,000	3,500	
Public Charges for Services	80,675	79,675	
Intergovernmental Charges for Services	537,518	577,279	
Miscellaneous Revenue	36,513	36,798	
Other Financing Sources	-	2,150,000	
<b>Total Revenues:</b>	<b>\$ 3,476,327</b>	<b>\$ 5,956,317</b>	
Expenditures:			
General Government	\$ 816,471	\$ 836,949	
Public Safety	671,560	729,994	
Public Works	694,987	739,736	
Parks & Recreation	102,761	108,070	
Debt Service	847,127	1,072,972	
Capital Projects	343,422	2,468,597	
<b>Total Expenditures:</b>	<b>\$ 3,476,327</b>	<b>\$ 5,956,317</b>	

**Item #6**

**VILLAGE OF COMBINED LOCKS  
2025 STORM WATER BUDGET**

	<u>2023</u> <u>Actual</u>	<u>2024 Year</u> <u>End Est</u>	<u>Proposed</u> <u>2025</u>
<b>REVENUES</b>			
Storm Water Fees	-	\$ 253,082	\$ 255,882
Storm Water Reserve Fund	140,955	-	200,000
Right of Way Permits	-	-	
UNPS - Construction Grant 60/40 split	30,278	-	
Miscellaneous (interest)	6,682	4,200	1,500
Erosion Control Permits	1,260	2,205	2,205
<b>Total Revenues</b>	<u>\$ 179,175</u>	<u>\$ 259,487</u>	<u>\$ 459,587</u>
<b>EXPENSES</b>			
2018 Leaf Vacuum Vehicle Maintenance Expense/Gas/Oil	\$ 500	\$ 500	\$ 500
Leaf Vacuum Vehicle Debt (Debt Payment 5 of 5)	25,102	-	-
Village Property Storm Water Fees	5,993	6,454	6,454
NEWSC & DNR Annual Fees/Conferences	1,125	1,145	1,400
Landfill - Sweepings	2,170	2,500	2,700
Sweeper Fuel	1,600	1,600	1,600
Sweeper Repairs/Brooms	1,560	2,233	1,800
Allocated Wages & Benefits	42,682	43,904	46,785
Engineering:			
Planning/Construction/General Review	2,248	4,672	5,000
Outfall Screenings	1,882	2,002	2,000
Pond Inspections	1,064	1,890	2,000
Erosion Control Inspections	1,482	2,507	3,000
Ponds Maintenance:	22,241	17,289	19,000
Memorial Pond - located in Village of Kimberly	-		
Cortland Pond - located in Village of Kimberly	-		
Coonen Subdivision #1			
Coonen Subdivision #2			
Coonen Subdivision #3			
Hidden Ridges Subdivision			
Hideaway Ridges Subdivision			
Locks Business Park Pond - establish prairie plantings and aquatic plants ongoing			
Ruys Ridge Subdivision			
Storm Drains Maintenance	10,607	10,853	17,000
GIS Annual Maintenance/Upgrades/Data/License	660	660	750
Storm Water/Erosion/Drainage Projects:			
DeBruin Road - Wolfinger Estates		-	120,000
Cedars East - Pond behind old Shopko	19,200	-	200,000
Wallace Street - Abandon and Replace	352	-	-
Unidentified Storm Water Projects/Needs	1,100	13,687	9,000
Reserve - Sweeper Replacement	140,995	10,000	10,000
Reserve - Future Ponds/Erosion Control Projects	79,120	137,750	10,000
<b>Total Expenses</b>	<u>\$ 361,683</u>	<u>\$ 259,646</u>	<u>\$ 458,989</u>
<b>Net Gain / (Loss)</b>	\$ (182,508)	\$ (159)	\$ 598
<i>Total number of ERU's</i>	<i>1828</i>	2022	\$130
<i>Each \$5 increase in rate =</i>	<i>\$ 9,139</i>	2023	\$140
Reserve Balance 2023	\$ 77,914		
Estimated Reserve Balance 2024	\$ 277,755		
Estimated Reserve Balance 2025	\$ 10,598		

<u>Other Community Special Charges - Fees</u>	<u>Storm Water</u>
Buchanan	\$ 120.00
Harrison	\$ 60.00
Kaukauna monthly \$10.50 x 12	\$ 126.00
Kimberly quarterly \$31.56 x 4	\$ 126.24

**Item #7**

**VILLAGE OF COMBINED LOCKS  
RESOLUTION 2024-16**

**ESTABLISH SOLID WASTE SPECIAL CHARGE**

WHEREAS, the Village of Combined Locks has determined that it is necessary to impose the cost of residential solid waste (refuse) collection on those properties which are provided such service; and

WHEREAS, the Village of Combined Locks has determined that it is necessary to impose the cost of commercial solid waste (refuse) collection on those properties which request and are provided such service; and

WHEREAS, the Village of Combined Locks reviews the cost to provide solid waste (refuse) annually and determines an appropriate fee to support the cost of the service; and

WHEREAS, the per ton cost of disposing refuse at the Outagamie County Landfill has increased 11% from 2024; and

WHEREAS, the Village of Combined Locks is authorized to collect the cost of such solid waste collection by incorporation of a special charge pursuant to Section 66.0627 of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Combined Locks that a special charge for the cost of residential & commercial solid waste (refuse) collection is hereby imposed on all residential units and requesting commercial units in the Village as follows:

The owner(s) of each residential unit shall be assessed annually as a special charge on the tax bill. This special charge will be based on the cost of solid waste collection services performed by the Village. The current annual rate has been established at One Hundred Forty Dollars and 00/100ths (\$140.00) per 64-gallon cart.

Residential property owners who wish to obtain a larger (96-gallon) trash cart shall be charged an annual rate of Two Hundred Dollars and 00/100ths (\$200.00) per 96-gallon cart.

The owner(s) of each commercial unit requesting commercial solid waste (refuse) collection shall be assessed annually as a special charge on the tax bill. This special charge will be based on the cost of solid waste collection services performed by the Village. The current annual rate has been established at Two Hundred Dollars and 00/100ths (\$200.00) per 96-gallon container located at each requesting commercial unit.

Approved this 12<sup>th</sup> day of November, 2024 by a vote of \_\_\_\_ aye, \_\_\_\_ nay, with \_\_\_\_ members absent.

\_\_\_\_\_  
John Neumeier, Village President

Attest: \_\_\_\_\_

Racquel Shampo-Giese, Village Administrator-Clerk-Treasurer





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May 1, 2024

### **Outagamie County Landfill/Recycling Operations 2025 Projected Rates**

As the Outagamie County Recycling and Solid Waste Department begins to address the 2025 operations budget we will continue to strive to provide efficient and reliable means for disposal of solid waste, and recycling services.

Outagamie County serves as the Responsible Unit of Government designation by the WDNR thus each municipality holds a Municipal Scope of Services Agreement with Outagamie County.

The RU rate, which includes the curbside recycling collection fee is applied equally to all 32 municipalities within Outagamie County. Under this rate, all waste collected within the 32 municipalities is required to be delivered to the Outagamie County Landfill per the Municipal Scope of Services Agreement. It's important to note that all municipalities when entering into new waste collection contracts with private haulers must insure that it is clearly identified that waste collected must be delivered to Outagamie County Landfill (as outlined in the Scope of Services).

**The projected (RU) Responsible Unit Municipal Solid Waste and Recycling Rate for 2025 will increase by \$6.00 per ton. The total (RU) Responsible Unit Municipal Solid Waste and Recycling Rate for 2025 will be \$60.00 per ton pending budget approval.**

Several responsibilities were given to the RU to manage our counties recycling program, which includes:

1. Create a local ordinance supporting the State landfill bans.
2. Provide a public education and information program about how to recycle materials, reduce waste and reuse materials.
3. Create a method for collecting, processing and marketing of recyclables from all single-family duplex, tri-plex and four-unit residences.
4. Implement a compliance assurance plan to improve compliance with the local ordinance.
5. Monitor recycling services with commercial businesses and industrial facilities ensuring that recycling is provided; and working with the DNR to issue warnings and citations.
6. Submit an annual program report to DNR that contains specified information and describes how the local program meets state requirements.
7. Annually apply to DNR Recycling Responsible Unit Grant, track spending and tonnages of recyclable and landfill banned items, and administer funds.

A major component managed on behalf of the municipalities is the curbside collection program, currently contracted to Lakeshore Recycling Services (LRS). This competitively bid contract has provided the best value for the residents of Outagamie County. This service is intended to be funded by two sources:

1. RU grant, applied for, managed and acquired by OCRSWD.
2. RU Municipal Solid Waste and Recycling Fee applied to MSW tonnage from each municipality.

With rapid growth in the county and higher than normal CPI indices the past few years, the current revenue streams are not keeping pace with expenses associated with the curbside collection service. See attached Figure.

Since 1992, OCRSWD has subsidized approximately \$15.8 million for this municipal obligation. At current rates, it is projected to run a deficit of \$1.4M+ in 2024. Unfortunately, this amount is not sustainable. Annually, the Recycling Responsible Unit Grant received is \$570,000 and that state program has been capped with no additional funds available. 100% of this grant goes towards the collection contract providing a half million dollar benefit to the municipalities only possible through the RU status of the County. The recycling fee portion of the municipal rate has over time, fallen behind sustainable levels, therefore **the recycling portion of the RU rate will increase by \$5 annually for 2025-29** to get back to a more sustainable cost structure and adhere to the scope of services agreement.

**Item #8**

**VILLAGE OF COMBINED LOCKS  
2025 SANITATION BUDGET**

REVENUES	2024		
	2023 - actual	Year End Estimate	2025
Refuse Fees	\$ 184,701	\$ 185,207	\$ 208,597
Appliance Disposal Fees/Cart Sales	\$ 1,480	\$ 1,440	\$ 1,655
Interest on Investments	\$ 7,044	\$ 8,100	\$ 7,000
Sanitation Reserve Fund	-	-	-
<b>Total Revenues</b>	<b>\$ 193,225</b>	<b>\$ 194,747</b>	<b>\$ 217,252</b>
<b>EXPENSES</b>			
Landfill Charges - refuse and appliances	\$ 59,431	\$ 64,479	\$ 68,354
Trash Truck Fuel	8,937	8,851	10,890
Allocated Mechanic/Laborer/Administrative Wages & Benefits	55,022	61,376	64,355
Trash Trucks Maintenance	12,443	17,059	18,000
Purchase - Cart Replacement	2,690	811	3,800
Reserve - Trash Truck Purchase	42,050	42,050	42,050
Purchase New Trash Truck	-	-	-
Hauling License/Contingency	176	176	176
<b>Total Expenses</b>	<b>\$ 180,749</b>	<b>\$ 194,802</b>	<b>\$ 207,626</b>
Difference	\$ 12,476	\$ (55)	\$ 9,626
<i>Total number of stops (est)</i>	1400	<i>Current Fees</i>	60g \$140.00
<i>Each \$5 increase in rate =</i>	\$ 7,000		96g \$200.00
Audited Reserve Balance 2023	\$ 218,575		
Estimated Reserve Balance 2024	\$ 260,570		
Estimated Reserve Balance 2025	\$ 312,246		

\*\*2030 new automated truck estimate = \$325,000  
 \*\*2029 used/new rear load truck estimate = \$250,000

Other Community Special Charges - Fees	Garbage/Recycling
Buchanan	\$ 133.07 decrease from \$159.16
Harrison	\$ 159.77
Kaukauna monthly \$5.00 x 12	\$ 60.00
Kimberly - recycling fee	\$ 20.00

**Item #9**



W6265 CONTRACTOR DRIVE  
APPLETON, WI 54914  
◆TELEPHONE: (920) 731-0202  
◆FAX: (920) 730-0252  
[www.valleysealcoat.com](http://www.valleysealcoat.com)



November 5, 2024

Village of Combined Locks  
Attn: Ryan Swick  
405 Wallace Street  
Combined Locks WI 54113

Phone: 920-450-4374

Email: [swickr@combinedlocks.org](mailto:swickr@combinedlocks.org)

Description of Property: **Nottingham Rd.**

**INFRARED REPAIRS:**

- Thermal Bonded Seamless Repair involving infrared heating of the surface.
- Scarify and removal of hot mix asphalt (as needed).
- Add new asphalt, lute and compact.
- Approximately 15 heat patch repairs.

**INFRARED REPAIRS PROJECT COST: \$2,550**

**MILL & OVERLAY:**

- Mill edge of existing asphalt as needed, an area of approximately 1,050 SF.
- Clean and apply tack on an area of approximately 1,050 SF.
- Install 1.5" to 2" compacted average depth Asphaltic surface course on approximately 1,000 SF.

**REMOVE/REINSTALL COST: \$7,153**

**NOTES:**

- **Permit, site plan and / or drainage plan that may be required not included.**
- Private utilities must be marked by the owner. Any damage done for it not being marked is the owner's responsibility.
- Installation of asphalt on an area without a minimum grade of 1%, it is understood that ponding may occur.
- Additional excavation and/or base if needed would be an additional charge.
- If damaged, landscaping to be done by others.
- Actual square footage of asphalt paved will be measured as project is complete, and billed accordingly.
- Vegetation growth in the new asphalt is possible (though very rare). We will make every effort to prevent this, but it cannot be guaranteed.  
Price includes (1) mobilization.

1. VALLEY SEALCOAT (CONTRACTOR) and OWNER agree that CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the above specifications.

2. OWNER agrees to pay CONTRACTOR for said construction in one (1) installment of total price unless otherwise specified in quotation within (ten) 10 days after invoice date. Following final scheduled maturity, a Delinquency Charge of 1 1/2 % per month (18% per annum) will be assessed on the unpaid balance of the Total of Payments outstanding as of said maturity date and at the expiration of each succeeding 30-day period thereafter.

3. As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have the lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 90 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

4. In event of commencement of legal action to enforce the terms of this agreement, CONTRACTOR will be entitled to recover all costs of collection, including reasonable attorney fees.

5. CONTRACTOR will perform all construction in a workmanlike manner according to standard practices and all material is guaranteed to be as specified. All alterations or deviations from the above specifications will be in writing, executed by the parties hereto, and any extra cost involved therein will become an extra charge over and above the contract price. OWNER shall carry fire, extended coverage, vandalism and malicious mischief insurance covering CONTRACTOR and its sub-contractors.

6. CONTRACTOR'S obligations hereunder are contingent upon strikes, accidents, delays, or acts of God beyond CONTRACTOR'S control. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

**IF CONTRACT IS ACCEPTED, PLEASE SIGN, DATE, AND RETURN WHITE COPY TO VALLEY SEALCOAT.**

\_\_\_\_\_  
(CONTRACTOR REPRESENTATIVE)

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(DATE)

**Item #10**

AGREEMENT FOR ENHANCED  
COUNTY LAW ENFORCEMENT SERVICES IN  
THE TOWN OF BUCHANAN AND  
VILLAGE OF COMBINED LOCKS

THIS AGREEMENT FOR ENHANCED COUNTY LAW ENFORCEMENT SERVICES is entered into between OUTAGAMIE COUNTY, a municipal corporation (“County”), the TOWN OF BUCHANAN, a municipal corporation, by its Town Board of Supervisors (“Town”) and the VILLAGE OF COMBINED LOCKS, a municipal corporation, by its Village Board of Trustees (“Village”).

WHEREAS, Outagamie County operates and maintains the Outagamie County Sheriff’s Department (“the Department”) which is reasonably staffed and equipped to service both the Town of Buchanan and the Village of Combined Locks; and

WHEREAS, the Town of Buchanan desires to obtain enhanced law enforcement services from the County; and

WHEREAS, the Village of Combined Locks desires to obtain enhanced law enforcement services from the County; and

WHEREAS, the Town of Buchanan and Village of Combined Locks (collectively, the “Municipalities”) as neighboring Municipalities wish to enter into a cost sharing agreement for said law enforcement services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The County, through its Sheriff’s Department, will continue to assign deputies to provide enhanced law enforcement services in the Municipalities.

2. The County agrees to provide six (6) fulltime deputies to the Municipalities at the rate set forth in Exhibit A of this Agreement. Deputies serving under this Agreement will work shifts established by the union contract and the County that provides 24-hour coverage to both communities.. Cost for services as set forth in Exhibit A will to be shared 40% by the Village and 60% by the Town. The County shall provide one invoice directly to the Town and one invoice directly to the Village on a monthly basis. This invoice will include the costs in Exhibit A, which is incorporated into this Agreement by reference, broken down into monthly amounts along with an itemized monthly cost by squad number for vehicle lease, maintenance, and gasoline costs. In addition to those monthly charges, the Municipalities agree to reimburse the County for all additional salaries paid to the Deputies serving under this Agreement for overtime hours and time spent in court in connection with the performance of services provided under this Agreement, as well as any other costs incurred as a result of changes to the Outagamie County Deputy Sheriff’s Association collective bargaining agreement or changes in officer salary based on personnel changes. The County will provide a cell phone to each Deputy. The Municipalities agree to reimburse the County for the cost of cell phone service, which will be included in the monthly billing statement. Deputies serving under this Agreement are expected to have their phone available and in working order at all times while on-duty. Additionally, the Municipalities agree to pay the County’s established Administrative fee, based on their 40/60 share of deputy salaries and fringe benefits, which will also be included in the billing statement. The County and its Deputies serving under this Agreement will make reasonable efforts to ensure that both the Municipalities are patrolled equitably (with the exception of the Sergeant Law Enforcement Specialist who will only patrol the Village). The Municipalities agree to submit payment for the monthly statements within thirty (30) days. Overdue balances will be subject to a 1% fee each month they remain overdue.

3. The County agrees to provide one (1) full-time Sergeant Law Enforcement Specialist to the Village, at the rate set forth in Exhibit B of this Agreement. The Sergeant Law Enforcement Specialist will work A minimum of 40 hours per week on a Monday through Friday schedule or other schedule agreeable to the Village and County. Cost for services for the Sergeant Law Enforcement Specialist as set forth in Exhibit B will be covered by the Village only and will be billed directly to the Village monthly, along with itemized monthly costs by squad number for vehicle lease, maintenance and gasoline costs. The Village agrees to also reimburse the county for all additional salaries paid to the Sergeant Law Enforcement Specialist serving under this Agreement for overtime hours, time spent in court in connection with the performance of services provided under this Agreement as well as any costs incurred as a result of changes to the collective bargaining agreement as related to Sergeant compensation. The Village will provide a phone to the Sergeant Law Enforcement Specialist. The Village will reimburse the County for the cost of cell phone service, which will be included in the monthly statement. The Sergeant will be expected to have the phone provided by the Village available and in good working order at all times while on-duty. The Sergeant will have patrol responsibilities for the Village only.

4. The Sheriff will have supervisory control over the personnel providing the above-services. The Sheriff will retain the final authority to make decisions as to the manner in which services are rendered. Personnel serving under this Agreement are and will remain employees of the County. The Municipalities will be notified as soon as is reasonably possible of any change in staffing under this Agreement. The selection of Deputies to serve under this Agreement will be made collaboratively by a representative of the Town, a representative of the Village and the Sheriff on an as-needed basis. The selection of the Sergeant Law Enforcement Specialist to serve under this Agreement will be made collaboratively by a representative of the Village and the Sheriff on an as-needed basis. The Sheriff will have final decision-making authority to select the personnel who will serve under this Agreement. If for any reason the Town and/or the Village is unsatisfied with an assignment of personnel, the Town and/or the Village may provide written notice of its dissatisfaction to the County. Any such notice shall identify the personnel with whom the Town or Village is unsatisfied, and it shall explain the reasons for the Town's or Village's dissatisfaction. Upon receiving such written notice from the Town or Village, the County shall have 60 days from the date the County receives the notice to make all reasonable efforts to remove and replace the assigned individual. If the County does not either remove and replace the assigned individual or take other action to satisfy the Town or Village within that time, then the Town or Village may provide to the County written notice of its intent to terminate this Agreement. This Agreement will then terminate 30 days after the County receives this written notice of intent to terminate.

5. If a Deputy should be injured, sick, attending training or otherwise unavailable for patrol service for a period in excess of three (3) days, the Town and Village shall each individually have the option of requesting substitute Deputies at the established overtime/benefits rate.

6. The Sheriff will provide patrol functions as follows:

- a. During patrol hours, Deputies serving under this Agreement will provide continual patrol in both Municipalities, with the exception on the Sergeant Law Enforcement Specialist, who will provide patrol to only the Village. The on-duty unit will be the primary responder to all dispatched events in the Municipalities. It will not leave the boundaries of the Municipalities to perform police services for the Sheriff's Department or any other surrounding jurisdiction unless an emergency situation or a mutual aid situation so requires.
- b. Every effort will be made to respond to the Municipalities needs and desires. The Municipalities will each designate one (1) Liaison to provide the Sheriff with any information as to concentration of patrol efforts, special assignments and the like. The County shall also designate one (1) Liaison to the Municipalities, which shall be from the supervisory ranks.

7. The Municipalities agree to meet in March of each calendar year, with a representative of the Sheriff's Department to review this Agreement and the level of service provided herein. This Agreement will renew automatically each year, unless any party gives notice in writing on or before June 1 of the prior calendar year of intent to terminate or renegotiate the terms of the Agreement. If any party provides this notice of intent to terminate, unless all parties otherwise agree in writing, this Agreement shall terminate at 12:00 am, on the date of January 1, which immediately follows the date notice was provided.

8. The Sheriff will provide the Municipalities with a report of calls and other services provided in a format as agreed upon by the parties. At a minimum, this reporting shall be completed monthly.

9. Working Deputies (on-duty) will attend the monthly Town Board and Village Board meetings, when calls for service allow for attendance. The Sergeant Law Enforcement Specialist will attend the monthly Village Board meetings when requested by the Village.

10. The Municipalities agree to lease squad cars from the Outagamie County Sheriff's Department at a cost set forth in Exhibits A and B; these costs may change from year to year and do not require an amendment to this agreement but shall be proportionate to the actual costs incurred. The County will annually provide a detailed explanation of these costs as an addendum to Exhibits A & B. All vehicles will be equipped according to the Sheriff's Department standards. All such equipment contained within or on a squad car shall be owned by the Outagamie County Sheriff's Department. Costs for maintenance related to the Deputy vehicles and their equipment will be billed to the Municipalities and shared 40% by the Village and 60% by the Town. 100% of costs for maintenance related to the Sergeant Law Enforcement Specialist vehicle and its equipment will be billed to the Village. The Municipalities shall not be responsible for any equipment or vehicle upgrades, replacements or repairs that are covered by the County's insurance. Any equipment which is specifically and collectively requested by the Municipalities for Deputy vehicles, which is not standard issue to the County, shall be purchased by the Municipalities and equally owned by the same unless a lease agreement is completed. Any equipment which is specifically requested by the Village for the Sergeant Law Enforcement Specialist's vehicle, which is not standard issue to the County, shall be purchased and owned by the Village unless a lease agreement is completed for the same.

11. The Town agrees to hold harmless and/or indemnify the County, the Department and the Village, and provide for defense for any claim brought against the County, the Department or the Village founding in or arising from the negligence or improper conduct of any Town official, agent or employee. The Village agrees to hold harmless and/or indemnify the County, the Department and the Town, and provide defense for any claim brought against the County, the Department or the Town founding in or arising from the negligence or improper conduct of any Village official, agent or employee. Outagamie County agrees to hold harmless and/or indemnify the Town and the Village, and to provide defense for any claim brought against the Town or Village or any officer, agent or employee of the Town or Village founding or arising from the negligence or improper conduct of any County officer, agent or employee. Nothing contained within this Agreement is intended as a waiver or estoppel of the County, Department, Village, Town or any of their respective insurers to reply upon the limitations, defenses and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the County, Department, Village, Town and their respective insurers shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

12. The personnel serving under this Agreement will enforce the ordinances of the Village and the Town in the respective jurisdictions. The municipal attorney for the Town and the municipal attorney for the Village will handle the prosecution of these matters respectively. It is further agreed that the fines or forfeitures for state charges will be turned over to the County and applicable fines and forfeitures for those offenses that are violations of municipal ordinances will be turned over to the municipality in which the violation occurred.

13. The County, the Village and the Town agree to act in good faith in the performance of all the provisions included in this Agreement.



14. All indemnification and hold harmless obligations shall survive the expiration or termination of this Agreement.

15. This Agreement, including the incorporated Exhibits A & B, constitute the full and complete understanding and entire Agreement between the parties and shall supersede all prior agreements or understanding, whether oral or written, between the parties with respect to the subject matter herein. This Agreement may not be modified, amended or discharged orally. Any modification, amendment or discharge must be in writing and signed by all parties.

16. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable law.

17. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF BUCHANAN**

**VILLAGE OF COMBINED LOCKS**

**By:** \_\_\_\_\_  
Joseph Coenen  
Town Chairperson

**By:** \_\_\_\_\_  
John Neumeier  
Village President

**Attest:** \_\_\_\_\_  
Michael J. D. Brown  
Town Administrator

**Attest:** \_\_\_\_\_  
Racquel Shampo-Giese  
Village Administrator/Clerk

**OUTAGAMIE COUNTY SHERIFF'S DEPARTMENT**

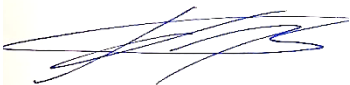
**By:** \_\_\_\_\_  
Thomas Nelson  
Outagamie County Executive

**By:** \_\_\_\_\_  
Clint C. Kriewaldt  
Outagamie County Sheriff

**By:** \_\_\_\_\_  
Dan Gabrielson  
Outagamie County Board Chair

**By:** \_\_\_\_\_  
Kelly Gerrits  
Outagamie County Clerk

Approved as to form:

  
\_\_\_\_\_  
Kyle J. Sargent  
Corporation Counsel

## Item #11

# October MPO Meeting results

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## Meeting Key Discussion

- Trail Summit 2.0 is tentatively schedule for February 18, 2025
  - I secured an invite to the Summit on behalf of Combined Locks. My intent is to better understand how we can ultimately secure a grant to fund our future South CE trail
  - I was also asked if I wanted to be including on the bikes summit planning committee. Seeking OK from the Village Board to accept this
  - ECWRPC staff are actively conducting bicycle and pedestrian counts
  - Tracking current inventory of routes and usage, destinations and safety data
  - Sources of funding for trails is as follows
    - 15.1% Local municipalities levy
    - 4.9% State
    - 80% Federal
- All four recommended transportation projects were approved. Interestingly enough all municipalities present voted, even those without votes.
- Transportation Set Aside Program
  - Communities can advocate for TA Set-aside projects (Leftover funds at fiscal year end for shovel ready projects) \$1.6MM was in the 2025 plan
  - New TA cycle is planned for mid-2025. Staff will meet with communities to discuss projects, review and score applications
- Allocations for increasing Safe and Accessible Transportation Options (SATO) are once again eligible for 100% reimbursement if used for Complete Streets projects
- Next MPO Meeting Dec 12



**Item #12**

The updated Code of Ordinances is complete. It must be made available for inspection by the public for two weeks prior to adopting it by resolution. The link has been available on the Village’s website since 10/29/24. It’s availability was not announced at a public meeting so we’ll start the open for inspection and comment period today and consider the resolution at the 12/03/24 Village Board meeting. The ordinances can be viewed at [www.combinedlocks.wi.gov](http://www.combinedlocks.wi.gov) Click on “Ordinances” on the home page.

**Item #13**

Expiring terms: John Neumeier, Brad Schinke, Ken Heckner, and Al Leicht (appointment). It’s expected that the April 2025 ballot will reflect these seats:

Office  
Village President

Incumbent  
John Neumeier

Office  
Village Trustee  
Village Trustee  
Village Trustee

Incumbent  
Brad Schinke  
Ken Heckner  
Vacant

Office  
Village Trustee, 1-Year Term

Incumbent  
Vacant