

NOTICE OF VILLAGE BOARD MEETING

DATE: Tuesday, May 6, 2025

TIME: 6:30pm

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

AGENDA

ADMINISTRATIVE COMMITTEE – 6:00pm (Neumeier, Krueger, Talbot)

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. Review and consider approval of Resolution 2025-8; National Police Week
 5. Review and consider approval of Resolution 2025-9; National Public Works Week
 6. Review and consider approval of proposal for conceptual design services – Fire Department remodel
 7. Other business, updates and future agenda items
 - a. Board of Review, 05/07/25, 5:30pm – 7:30pm
 8. Consider motion to move into closed session per Wis. Stat. 19.85(1)(c) for the purpose of considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. *General employee discussion – vacancy, performance and wages*
 9. Adjourn

Public Notice: Agendas are posted in the following locations: Combined Locks Civic Center main entrance and Village website: 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.

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.



MINUTES OF VILLAGE BOARD MEETING

DATE: Tuesday, April 1, 2025

TIME: 6:30pm

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

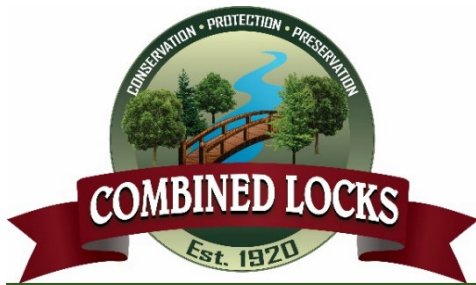
MINUTES

- A. Call to order:** Meeting called to order by Village President Neumeier at 6:30pm.
- B. Pledge of Allegiance:** Pledge of Allegiance recited.
- C. Roll call:** Board members present – Neumeier, Ponto, Krueger, Leicht, Heckner, Schinke, and Stutzman. Board members absent – none. Village staff present – Administrator Shampo-Giese, Public Works Co-Director Weyenberg and LES Sergeant Hambly. Others present – Judy Hebbe of the Times Villager and RJ Talbot.
- 1. Public comment for matters not on the agenda:** None
 - 2. Review and consider approval of minutes and bills:** J. Krueger made a motion to approve the minutes as presented. K. Heckner seconded the motion, and it passed unanimously. B. Schinke made a motion to approve the bills as presented. K. Heckner seconded the motion, and it passed unanimously.
 - 3. Administrator, Public Works Director and Law Enforcement reports – accept and file:** Activities for the previous and current months were reported. All reports were accepted and are on file in the Clerk's Office.
 - 4. Review and consider approval of option to reduce sidewalk dimensions to accommodate power poles on Park Street:** DPW Co-Director Weyenberg reviewed the recommended option for sidewalk replacement and power pole relocation as part of the Park Street Reconstruction Project. The recommended option locates the power poles as close to the end of the right of way as possible and requires sidewalks to be poured partially around the poles. This option eliminates the need for private property easements and maintains the safety of sidewalks near the elementary school and park. T. Stutzman made a motion to approve the reduced sidewalk dimensions as presented. A. Leicht seconded the motion, and it passed unanimously.
 - 5. Review and consider approval of budget amendment to purchase boiler for Public Works garage:** The Administrator reviewed the proposal to purchase and install the boiler. She explained that the boiler has been repaired several times, and it is not irreparable. The estimated cost of \$12,575 can be covered by the funds in the building maintenance reserve account if the trustees approve the budget amendment. The matter was discussed. T. Stutzman made a motion to approve the budget amendment to fund the boiler. K. Heckner seconded the motion, and it passed unanimously.
 - 6. Consider approval to amend Village Ordinance Section 215-6(B) and 215-6(C) regarding leash requirements:** Trustees reviewed the amended ordinance language. A. Leicht made a motion to approve the amendment to the ordinance. J. Krueger seconded the motion, and it passed unanimously.
 - 7. Review and consider approval of Special Event Application – Bike to the Beat – August 1 & 2, 2025:** B. Schinke made a motion to approve the Special Event Application for Bike to the Beat. K. Heckner seconded the motion, and it passed unanimously.
 - 8. Review and consider approval of operator licenses for L. Hemmersbach, T. Baril and D. Verhasselt:** T. Stutzman made a motion to approve each of the operator licenses. B. Schinke seconded the motion, and it passed unanimously.

9. Other business, updates and future agenda items

a. Board of Review training for re-elected and/or newly elected trustees

10. Adjourn: T. Stutzman made a motion to adjourn the meeting. K. Heckner seconded the motion, and it passed unanimously. The meeting adjourned at 6:54pm.



MINUTES OF VILLAGE BOARD MEETING

DATE: Tuesday, April 15, 2025

TIME: 6:30pm

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

MINUTES

- A. Call to order:** Meeting called to order by Village President Neumeier at 6:30pm.
- B. Pledge of Allegiance:** Pledge of Allegiance recited.
- C. Roll call:** Board members present – Neumeier, Ponto, Krueger, Leicht, Stutzman, Schinke, and Talbot. Board members absent – none. Village staff present – Administrator Shampo-Giese and Public Works Co-Director Weyenberg. Others present – Dick Janssen.
- 1. Swear in newly elected/re-elected trustees (Neumeier, Leicht, Schinke, Krueger & Talbot):** The newly elected officials were sworn in.
 - 2. Public comment for matters not on the agenda:** None
 - 3. Review and consider approval of credit for water/sewer bill due to unintentional excessive use:** Administrator Shampo-Giese reviewed the excessive water use with the trustees along with the established calculation for credit. Resident and utility customer, Dick Janssen asked the trustees to consider an additional credit as the use was 100 times his normal use due to a continuously running toilet in his basement. The matter was discussed. The consensus of trustee opinion was to allow the established calculation for the credit but nothing more.
 - 4. Review and consider conditional approval of 6-month beer license for Combined Locks Advancement Association:** The Administrator requested conditional approval of the 6-month beer license in order to give wholesalers proper notification. T. Stutzman made a motion to approve the 6-month beer license for Combined Locks Advancement Association conditioned upon no notices of delinquency from wholesalers. A. Leicht seconded the motion, and it passed unanimously.
 - 5. Review invoices received from Village of Kimberly for Combined Locks' share of storm water ponds construction for Fox River requirements/credits:** The Administrator reviewed the invoices with the trustees and noted the cost for land. This is the item she believes needs additional discussion with the Village of Kimberly. The trustees agreed, and the matter will be discussed again at a future meeting.
 - 6. Review and consider approval of Resolution 2025-6; Arbor Day:** T. Stutzman made a motion to approve Resolution 2025-6. B. Schinke seconded the motion, and it passed unanimously.
 - 7. Review and consider approval of Resolution 2025-7; recognition of Administrative Professionals:** B. Schinke made a motion to approve Resolution 2025-7. R. Talbot seconded the motion, and it passed unanimously.
 - 8. Review and consider approval of operator license for G. Ott:** R. Talbot made a motion to approve the operator license. J. Krueger seconded the motion, and it passed unanimously.
 - 9. Other business, updates and future agenda items**
 - a) Updated start date for utility replacement project is week of 05/05/25**
 - b) Opening night of baseball/softball/tee ball is 05/05/25**

10. **Consider motion to move into closed session per Wis. Stat. 19.85(c) for the purpose of considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. *Seasonal employee wages:*** B. Schinke made a motion to move into closed session. J. Krueger seconded the motion, and it passed unanimously. T. Stutzman made a motion to return to open session. A. Leicht seconded the motion, and it passed unanimously. J. Ponto made a motion to adjust Public Works seasonal staffing and their wages: increase \$1/hour, allow a scholarship bonus up to \$2/hour for meeting and exceeding work standards/expectations, and hire a fourth college student. T. Stutzman seconded the motion, and it passed unanimously.
11. **Adjourn:** J. Krueger made a motion to adjourn the meeting. B. Schinke seconded the motion, and it passed unanimously. The meeting adjourned at 7:40pm.

ADMINISTRATOR REPORT
05/06/25 VILLAGE BOARD

April information/projects:

- SB44: Prohibiting Chicken & Quail Bans is back on the legislative docket
02-12-25 bill was read first time and referred to Committee on Transportation & Local Government; activity noted after 2/12 is additions and withdrawals of cosponsors last dated 03/19/25
- Preparation for 04/01/25 Spring Election – 1564 voters = 62%
- Sgt. Hambly will be hosting a Prescription Drug Take Back Event on 04/26/25 from 8:00am to Noon.
- Spring newsletter mailed 03/19/25
- Construction started for Culver's
- *Completed field work for 2024 financial audit 4/29*
- *Hired seasonal employees for Recreation Department*
- *Finalized developer agreement with Tycore Built, LLC (Wolfinger Estates); infrastructure to start soon and then Tycore will build 50% of the multi-family buildings and 8-10 single-family homes*
- *Contracted with Gene Frederickson Trucking for disposal of yard waste site materials; increase \$325 to \$350 per 40 yard dumpster*

May information/projects:

- Recreation programming started 5/5
- Finalize assessment roll after Board of Review meeting
- Finalize audit
- Received verbal request from Hidden Ridges property owner who wants the Village to "clean up" the creek on his private property. He was instructed to bring his concerns to the Village Board for a decision.
- Potential job vacancy – our custodian has announced his retirement sometime this year
- Kimberly Area School District will use the Memorial Park shelter as the pick up and drop off location for summer school students
- Culver's is starting the design process for its office building on lot 10 in the Locks Business Park

Department of Public Works

Monthly Report for April 2025

5/6/25

Resumed picking up weekly curbside brush again on April 2nd. We had 56 stops for the month of April, which is about average for the month.

The crew continued to remove some of the dead ash trees in town.

The yard waste site opened back up on April 7th. We are contracted with Gene Fredrickson again this year to haul away our yard waste debris. We loaded out three 40-yard dumpsters this past month. They also agreed to take our larger tree “knuckles” that nobody wants to deal with for firewood.

Speedy Clean was in and did some cleaning and televising of the sanitary laterals and storm sewer on Marcella Avenue in preparation for next year’s utility project and Washington St for 2027’s project.

Cleaned debris around all detention ponds. The swans and coyote are back on patrol in the Kwik Trip pond.

All of the backstop and batting cage netting have been installed for the season.

The baseball and soccer fields were all thatched, fertilized and rolled. It’s been too wet to get the top dressing on the baseball fields as soon as mother nature gives us an opportunity, we will get that on and rolled.

Van Zeeland Park was also fertilized, the grass is looking better but still has a way to go.

All 213 fire hydrants in town were flushed with no issues to report.

Another quiet month as far as water breaks, keeping our total for this year at 8.

Anticipated Projects:

Park St utility project will now start May 5th

Speedy Clean will be in to do the annual cleaning and televising (Coonen Subdivision)

Get quotes for crack filling and sidewalk grinding

Park openings

Summer help to start mid-May



What is National Police Week?

National Police Week occurs every May, and in 2025, we will commemorate it with live, in-person events. The National Law Enforcement Officers Memorial Fund will hold ceremonies, including the 37th Annual Candlelight Vigil, to honor the [fallen officers](#) whose names have recently been added to the Memorial.

The 37th Annual **Candlelight Vigil** will be held on Tuesday, May 13.

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those [law enforcement officers](#) who have lost their lives in the line of duty for the safety and protection of others.

National Police Week is a collaborative effort of many organizations dedicated to [honoring](#) America's law enforcement community.

**VILLAGE OF COMBINED LOCKS
RESOLUTION 2025-8
NATIONAL POLICE WEEK**

WHEREAS, In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week; and

WHEREAS, there are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Outagamie County Sheriff's Office; and

WHEREAS, the members of the Outagamie County Sheriff's Office play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of our Deputies and that our Deputies recognize their duty to serve the people by safeguarding life and property and protecting them against violence or disorder; and

WHEREAS, the Village of Combined Locks elected officials and residents are grateful to the Outagamie County Sheriff's Office members for their dedication to the protection of life and property in the community and recognize the vital public service which the Deputies provide to our community and the valor with which that service is rendered; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Combined Locks that it does wish to recognize the following Outagamie County Sheriff's Office personnel for their exceptional service to our community:

Deputy Tom Van Horn	Sergeant Nicole Hambly	Deputy Luis Quezada
Deputy Cody Porath	Deputy Channing Pompa	Deputy Brent Baxter
	Deputy Nathan Htwe	

BE IT FURTHER RESOLVED THAT THE WEEK OF May 11th through May 17th is recognized as Police Week in the Village of Combined Locks and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Approved this 6th day of May, 2025

John Neumeier, Village President

Attest:

Racquel Shampo-Giese, Village Administrator/Clerk/Treasurer

NPWW 2025

May 18–24, 2025

This year's theme, "People, Purpose, Presence," highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day. Meeting the needs of people is what gives public works its sense of purpose. Many times, public works professionals will never meet those whose lives have been impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all.



**VILLAGE OF COMBINED LOCKS
RESOLUTION 2025-9
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Combined Locks; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are equipment operators, laborers, utility specialists, and forestry managers; and

WHEREAS, public works professionals are responsible for rebuilding, improving, and protecting our community's roadways, water distribution, public buildings and grounds, and other structures and facilities essential for the health, safety and comfort of the residents of this community; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, are vitally dependent upon the efforts and skills of public works employees; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

WHEREAS, the year 2025 marks the 65th Annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Combined Locks that it does wish to recognize the following full-time employees for their exceptional service to our community as public works employees and further extend this recognition to the diligent part-time and seasonal employees:

Ryan Swick – 31 years of service

Keith Weyenberg – 26 years of service

Mike King – 18 years of service

Kevin Carney – 15 years of service

Dustin Diedrick – 4 years of service

Ryan Giese – 3 years of service

BE IT FURTHER RESOLVED THAT THE Week of May 18th through the 24th is declared Public Works Week in the Village of Combined Locks.

Approved this 6th day of May, 2025

John Neumeier, Village President

Attest:

Racquel Shampo-Giese, Village Administrator/Clerk/Treasurer



VILLAGE OF COMBINED LOCKS

**Attn: Racquel Shampo-Giese
405 Wallace Street
Combined Locks, WI 54113**

AGREEMENT
FOR PROFESSIONAL SERVICES

APRIL 17, 2025

**McM. No. M0032-06-99-00001
COMBINED LOCKS FIRE DEPT
REMODEL**

PROJECT DESCRIPTION

The Village of Combined Locks is proposing the remodeling of spaces within the existing building to expand storage and operational spaces for the Fire Department. A possible addition to the building is also a consideration.

McMahon will provide two design options:

- Option 1 add on to the existing Police Evidence portion of the building to provide deeper parking bays.
- Option 2 work within the existing footprint and use the Existing Police Evidence bays for the parking of smaller vehicles and trailer.

The spaces under consideration for both options:

- Convert the first floor former evidence room into a workspace with a desk, file cabinets, and 2-door cabinet.
- Reconfigure the existing east wing police evidence storage area into a new conference / training room and additional vehicle / trailer storage.
- Provide a decontamination shower room.
- Upgrade A/V in the Fire Department Conference / Training room.
- Updated kitchenette in conference / training room.
- Provide an interior path to access the stair to the rest of the building.

Base services will include architectural, structural, and civil design services to a schematic level with two Opinions of Probable Costs. Mechanical, electrical, and plumbing costs will be provided as a square foot number.

As an optional service, McMahon can provide mechanical, electrical, and plumbing design narratives.

SCOPE OF SERVICES

A. GENERAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Conduct site visit for initial building and site verification.
 - b. Provide conceptual / schematic planning.
 - c. Develop a Basis of Design (per discipline).
 - d. Attend up to two meetings for preliminary design coordination as required.
 - e. Provide Preliminary Opinion of Probable Construction Cost (OPC) for two options.
 - f. Coordinate preliminary design review meeting with Owner.
2. Provide PDF format drawings

B. CIVIL / SITE DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Review applicable zoning ordinances and provide a summary of requirements that apply to the site for the Basis of Design requirements for the building addition option.
 - b. Prepare an AutoCAD base site drawing using available GIS linework and aerial imagery for the building addition option.
 - c. Develop conceptual site plan.
2. Drawings may include conceptual site plan limited to the building addition option work area.

C. ARCHITECTURAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Programming.
 - b. Two Schematic floor plans and elevations.
 - c. Basis of Design for building shell and interior finishes.
 - d. Initial code review.
2. Drawings may include title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation, wall sections, room finish and door schedules, and reflected ceiling plan.

D. OPINION OF PROBABLE COST

1. Planning (Preliminary Design)
 - a. Up to two programming meetings.
 - b. Provide an Opinion of Probable Cost for two options for budgeting purposes based on previous comparable McMahon projects.

SCOPE OF SERVICES

E. STRUCTURAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Conceptual framing and foundation systems to assist Opinion of Probable Cost estimates.
 - b. Basis of Design establishing systems and design loads.

F. PLUMBING DESIGN SERVICES *(Optional Service)*

1. Planning (Preliminary Design)
 - a. Basis of Design to include standards, codes, fixture types and materials.
 - b. List of items to be demoed.
 - c. Describe new fixtures and approximate location.
 - d. Specify new potable water line route.
 - e. Call out locations requiring drains.
 - f. Provide one site visit to observe existing conditions.
 - g. Attend two Teams meetings.
 - e. Provide Opinion of Probable Cost for plumbing.

G. HVAC DESIGN SERVICES *(Optional Service)*

1. Planning (Preliminary Design)
 - a. Develop Basis of Design Report including standards, codes, fresh air requirements, exhaust and ventilation rates
 - b. Preliminary heat calculations only.
 - c. Identify HVAC fuel use and location (natural gas, electric).
 - d. Preliminary heating and cooling calculations for the building.
 - e. Identify heating and cooling system options.
 - f. Identify control systems options.
 - g. Identify ductwork main ductwork routes and sizing criteria.
 - h. Identify condensate piping locations.
 - i. Identify exhaust system options.
 - j. Attend one Teams meetings.
 - k. Provide Opinion of Probable Cost for HVAC equipment.

SCOPE OF SERVICES

H. ELECTRICAL / LIGHTING DESIGN SERVICES (*Optional Service*)

1. Planning (Preliminary Design)
 - a. Written electrical narrative for design / build. Narrative to include power, lighting, fire alarm, voice / data, and security.
 - b. Provide one site visit to observe existing conditions.
 - c. Attend two Teams meetings.
 - d. Assist with location / approximate size for electrical / IT rooms in the architectural floorplans.
 - e. Provide opinion of probable cost for electrical.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

A. GENERAL

1. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
2. Permit/review fees to municipal/State agencies, including review and recording fees
3. Geotechnical Services including soil borings, geotechnical report, and services during construction.
4. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
5. Design services not stated herein – including but not limited to, construction documents, plan review submittals, construction related services.
6. LEED administrative service, design and LEED commissioning.
7. Project BIM coordination.
8. Record drawings and certifications
9. Record/final BIM model.

B. SURVEY / CIVIL / SITE

1. Services beyond those stated herein.

C. ARCHITECTURAL / STRUCTURAL

1. Services stated beyond those stated herein.
2. Documentation of existing building conditions outside of the work area stated herein.
3. Finish color selections or interior design.
4. Renderings and animations.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

D. HVAC / ELECTRICAL / PLUMBING (*Optional Service*)

1. Services beyond those stated herein.
2. Design of mechanical systems not identified in HVAC services above such as compressed air system, solar panels (Photovoltaic system) atop roof, etc.
3. HVAC energy modeling of the buildings.
4. Design of voice / data and audio/visual systems.
5. Design of replacement electrical service entrance and replacement of major electrical gear.
6. Final design of fire alarm system and the final installation drawings are by fire alarm design / build contractor.
7. Final heating and cooling calculations for the building.
8. Final ductwork layout.
9. Final equipment selections.
10. Final hydronic piping layout.
11. Fuel system design and layout from utility connections to HVAC equipment.
12. Final selection and design of system controls.
13. Construction Administration: RFIs, submittal reviews, and site visit.
14. Generate labor cost estimate.
15. Book specifications.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that the Village will provide the following:

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahan in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahan's services.
- C. Geotechnical Report prepared by a Geotechnical Engineer stating the allowable soil bearing pressures and recommend foundation system.
- D. Coordinate the services of its own consultants with those services provided by McMahan.
- E. Sustainability requirements for the project.
- F. Insurance underwriter project design criteria specific to the project.
- G. Access to the site and existing drawings.
- H. Marking of private utilities.
- I. Equipment cut sheets for equipment being supported by building or foundation.

SPECIAL TERMS & CONDITIONS

A. AGREEMENT CONFIDENTIALITY

Client agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Associates, Inc.

Refer also to the General Terms and Conditions attached to this Agreement.

COMPENSATION

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following Lump Sum compensation.

PLANNING SERVICES FEE

■ Civil / Site Services.....	\$2,500.00
■ Architectural Services	\$9,550.00
■ Opinion of Probable Costs.....	\$3,000.00
■ <u>Structural Services</u>	<u>\$1,500.00</u>
PLANNING SERVICES FEE SUBTOTAL	\$16,550.00

ESTIMATED REIMBURSABLE EXPENSES

■ Mileage	\$100.00
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TOTAL PROJECT FEES\$16,650.00

OPTIONAL SERVICES

■ Plumbing Services.....	\$6,000.00
■ HVAC Services.....	\$6,700.00
■ <u>Electrical Design Services.....</u>	<u>\$6,000.00</u>
■ OPTIONAL SERVICES FEE TOTAL.....	\$18,700.00

COMPLETION SCHEDULE

McMahon Associates, Inc. agrees to complete this project as follows:

- Complete planning and design phase within 6-8 weeks after authorization to proceed.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

VILLAGE OF COMBINED LOCKS

405 Wallace Street
Combined Locks, WI 54113

Authorized Signature

Date

Attachments: General Terms and Conditions
Reimbursable Schedule

McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MGMGRP.COM



Michael A. Martin, AIA
Associate / Senior Architect

April 17, 2025
Date

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 Compensation	Statutory
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.

REIMBURSABLE EXPENSE SCHEDULE * | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

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	\$0.81/Mile
Mileage - Truck/Van	\$1.11/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	\$0.50/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.15/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.50/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

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* This schedule is not all inclusive.