

**Fox River Navigational System Authority**

1008 Augustine St  
Kaukauna, WI 54130

Philip Ramlet, Executive Director  
Telephone: 920-850-1677  
Jeremy Cords, Operations Director  
Telephone: 920-309-4501



**AGENDA**

**FRNSA Board of Directors Meeting**

Tuesday, January 24, 2023 – Board Meeting **3:00PM PROMPTLY**

Meeting Location: **FRNSA Main Office 1008 Augustine St Kaukauna, WI**

Virtual: <https://global.gotomeeting.com/join/412495285>

United States: [+1 \(786\) 535-3211](tel:+17865353211)

**Access Code:** 412-495-285

**Members:** Ron Van De Hey (Chair), Jeff Feldt (VP), Tim Short (T), (No Secretary), Bruce Enke, John Vette, Jean Romback-Bartels (DNR), Tom Buchholz (DOT), Daina Penkiunas (SHPO), Phil Ramlet

**Attending:**

Start: End:

**Agenda:**

1. Introduction
2. Review and approval of previous board meeting minutes
  - a. Discussion
    1. Items carried over from previous meeting for follow-up
      1. Phil Ramlet to reach out to Lee Snodgras' office regarding Kleinschmidt and their studies
      2. Phil Ramlet to present Employee Policies for final approval to Board of Directors
      3. Jean Romback-Bartels to submit original and revised editions of Employee Policies to all Board of Directors members for review/feedback
      4. Phil Ramlet and Rob Van De Hey to visit Community Foundations to request donations/funds
    2. Items carried over from November 2022 meeting that were not completed for December 2022 meeting
      1. Review Kleinschmidt proposal
        - a. Received day of meeting, no time for review
      2. Insurance letter to DOA showing FRNSA is not able to obtain insurance
      3. Request bid packages for Westwood for 2023 projects
      4. Discuss virtual meeting requirements with attorney, Andy Rosseissl, from Herrling Clark to clarify:
        - a. Can a different agenda be posted publicly than what is sent to board members
        - b. Require public to be "in person" and not virtual even if it's an option for board members to attend virtually
3. Kleinschmidt Proposal
  - a. Menasha Lock
    1. 60% Design Proposal

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1. Discussion
4. Review and approval of Treasurer's Report – Tim Short
  1. Unlock the Fox Fund Summary
  2. Monthly Expenditure Summary for current fiscal year
  3. Fiscal year-to-date expense comparisons
5. Executive Director – Phil Ramlet
  - a. Employee Policies
    1. Present to Board for approval
  - b. 2023 Meeting Schedule
    1. July 11, 2023 Annual Meeting
  - c. Lawson Canal
    1. Discussion
  - d. Kaukauna Seawall Project
    1. Discussion
  - e. HOVMSD
    1. Update
6. Capital Projects Committee – Tom Buchholz
  - a. Discuss for approval
    1. Westwood Invoice
    2. Terracon Invoice
7. Executive Committee – Jeff Feldt
  - a. Update
    1. Electrical Resistivity
      1. Discussion
    2. Bylaws
      1. Discussion
  - a. Final approval requested
8. Property Committee - No update this month
  - a. Update
9. DNR – Jean Romback-Bartels -
  1. Update - ACOE Dry Dock –
10. Fundraising Committee – John Vette
  - a. Update
11. Rapide Croche Committee – Bruce Enke
  - a. Update
12. Closed Session Wis. Stat 19.85(1)(e)
13. Adjournment



## MINUTES

### FRNSA Board of Directors Meeting

Tuesday, December 13, 2022 – Board Meeting **3:00PM PROMPTLY**

Meeting Location: **FRNSA Main Office 1008 Augustine St Kaukauna, WI**

Virtual: <https://global.gotomeeting.com/join/412495285>

United States: **+1 (786) 535-3211**

**Access Code:** 412-495-285

**Members:** Ron Van De Hey (Chair), Jeff Feldt (VP), Tim Short (T), (No Secretary), Bruce Enke, John Vette, Jean Romback-Bartels (DNR), Tom Buchholz (DOT), Daina Penkiunas (SHPO), Phil Ramlet

**Attending:** Ron Van De Hey, Jeff Feldt, Tim Short, Bruce Enke, John Vette, Jean Romback-Bartels, Tom Buchholz, Phil Ramlet, Dean Haen, Mary Schmidt (Schmidt Communicates), Beth Taubel

**Not Attending:** Daina Penkiunas

Start: 3:00p End:4:35p

### Agenda:

1. Introduction
2. Review and approval of previous board meeting minutes
  - a. Previous meeting was October 25, 2022 – No November 2022 Meeting
  - b. Discussion
    1. Items carried over from previous meeting for follow-up
      1. Proposal requested from Jason Kent with Kleinschmidt
        - a. To be received by end of March 2023
          - i. Proposal received at 2:00pm today
            1. No time for review
            2. Add to January 2023 meeting
      2. Letter requested from Ansay & Associates
        - a. Commercial Insurance not available to FRNSA
          - i. Meeting scheduled with Ansay & Associates for Thursday, December 15, 2022
        - b. Present letter to state
          - i. Once it is determined that FRNSA is unable to get commercial coverage, Phil Ramlet and Ron Van De Hey will present letter to DOA
    3. Request bid package from Westwood
      - a. 2023 Projects
        - i. Will be requesting quotes for drainage projects, masonry, lock rehabilitation and levy work
    4. Audit proposals requested
      - a. Clifton Larson Allen (CLA)
      - b. Hawkins Ash CPA's LLP
        - i. Will be addressed further in agenda
    5. Account opened with Fox Valley Community Foundation
      - a. Completed

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- b. Phil Ramlet has meeting with Community Foundations Wednesday of next week (December 23, 2022)
    6. Meet with attorney, Andy Rossmeissl, from Herrling Clark Law Firm
      - a. Review/discuss Bylaws
        - i. Will be addressed further in agenda
      - b. Discuss virtual meeting options and if it needs to be provided to the public, if it's provided to the board members
        - i. Not done
    7. Board member manual updated, completed, and dispersed
      - a. Manual provided by Bruce Enke
        - i. Not done
          1. Will update once approval of Bylaws, employee policies and financial policies is received
    8. Jeff Feldt motioned to approve the October 25, 2022, meeting minutes, seconded by Tim Short, all approve
3. Kleinschmidt Associates
  - a. Representative Lee Snodgrass is interested in where FRNSA is at with Kleinschmidt Associates and their studies
  - b. Potential interest from other public officials
    1. Senator Tammy Baldwin
      1. Enthusiastic
        - a. Phil Ramlet will reach out to her office
    2. Senator Ron Johnson
      1. Against spending
      2. Won't go after available funds
4. Review and approval of Treasurer's Report – Tim Short
  1. Unlock the Fox Fund Summary
    1. Overall, tough going for year
    2. Last two months have been good
      - a. Funds are up
  2. Monthly Expenditure Summary for current fiscal year
    1. Expenditures under control
    2. Not over budget
    3. 10K taken from Capital Account to open new account at Community Foundation
  3. October 2022 and Fiscal year-to-date expense comparisons
    1. Fiscal year funds up 480K
5. Executive Director – Phil Ramlet
  - a. Employee Policies
    1. Present to Board for approval
      - a. Policy not included in board material packet
        - i. No previous written policy for PTO/Sick leave/Vacation



- b. Jean Romback-Bartels brought her copy with revisions
  - i. Copies distributed to members
    1. Question as to whether FRNSA full-time, benefit eligible employees, are considered state employees or private employees
      - a. FRNSA falls under the supervision of the State of WI Dept of Administration
      - b. Employees are participants of the WI Retirement Service
      - c. Policy developed intended to mirror DNR/DOT and to meet state requirements
        - i. Utilized WI State Statute ER 18.02
        - ii. ER 18.02 should be included in any policy handbook/manual
      - d. Accrued Sick Leave – Retirement
        - i. State pays a portion of sick leave hours
        - ii. Use credits toward State of WI health insurance premiums once retired
        - iii. Phil Ramlet to follow up with ETF to clarify accrued sick leave
        - iv. No cash settlement
  - c. Jean Romback-Bartels will issue original and revised editions to all board members to review and requests feedback prior to January 2023 board meeting
6. Capital Projects Committee – Tom Buchholz
  - a. Discuss for approval
    1. Kleinschmidt Invoice 000202210217
    2. UWGB Invoice 12341
      1. Clarification needed on contract amount/duration
      2. No salary or backup information
    3. Westwood Invoice 3221000072 & 3221100021
    4. NMR, LLC Invoice 22-0023.1 & 22-0023.3
      1. Emergency Repair
      2. Work completed at Appleton Lock 3
    5. Executive Committee to address the following
      1. When would multiple quotes be required for repairs
      2. What limit should precipitate getting more than one quote
    6. Tom Buchholz motions to approve payment of invoices, Bruce Enke seconds, all approve
7. Executive Committee – Jeff Feldt
  - a. Update
    - a. Audit Proposals
      - i. Discussion
        1. Request approval from Board to go forward with contract agreement

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- a. Hawkins-Ash and CLA both interviewed by Phil Ramlet, Tim Short, Ron Van De Hey and Beth Taubel
  - i. Both did well in interview
  - ii. CLA offers more than FRSNA would need for its size
  - iii. CLA rates approximately 50% higher
- b. Interviewers would recommend Hawkins-Ash as new auditor
  - i. Reassess after 3 years
  - ii. Jeff Feldt motions to engage Hawkins-Ash for auditing, Tim Short seconds, all approve
- b. Electrical Resistivity
  - i. Discussion
    - 1. Field study started this week
    - 2. Work to be completed by first of year 2023
    - 3. Report to board in March 2023
- c. Bylaws
  - i. Discussion
    - 1. Final approval Requested
      - a. Issue date should be noted (September 2004)
      - b. Revision dates should be noted each time Bylaws are amended
    - 2. Jeff Feldt motions to accept the Bylaws, Tom Buchholz seconds, all approve
- d. Appointment
  - i. Jean Romback-Bartels appointed to Executive Committee at 12/06/22 meeting once Board approval is received
    - 1. Jean Romback-Bartels will take over the Secretary position that was vacated by Kathy Curren
    - 2. Jeff Feldt motions to accept Jean Romback-Bartels appointment, Tim Short seconds, all approve
    - 3. Elections to take place July 2023
- 8. Property Committee - No update this month
  - a. Update
- 9. DNR – Jean Romback-Bartels -
  - 1. Update - ACOE Dry Dock –
    - 1. Nothing heard from ACOE
    - 2. Update expected for February
  - 2. Dam Failure Analysis
    - 1. Lock structures are part of overall dam
      - a. Identify dams
      - b. Catalog information in one place
      - c. Individual properties
      - d. Who owns what at each lock/dam

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- e. Copies of Dam Owners inspection reports should be made available
- f. Clear understanding needed to ensure accuracy, who is responsible for what, ownership of what, etc
- g. Due diligence needs to be done

10. Fundraising Committee – John Vette

a. Update

1. Phil Ramlet and Ron Van De Hey will be visiting Community Foundations to request funds
2. Donations to be accepted via website
3. Want to raise \$3 Million
4. Grants
  1. FRNSA currently doesn't have a grant writer
    - a. Mary Schmidt (Schmidt Communicates) offered to help with grants as needed

11. Rapide Croche Committee – Bruce Enke

a. Update

1. Jeremy Cords, Bruce Enke and Phil Ramlet met to discuss 2023 goals for Rapide Croche
  1. Recommendations will be made to the Executive Committee at their February 2023 meeting
    - a. Different uses
    - b. Amenities
    - c. Transfer/Overpass for all types of boats
    - d. Phil Ramlet and Ron Van De Hey will talk to SHPO next week for input
  2. Can a committee be formed
    - a. If so, does Board need to approve members
    - b. Members to represent from DNR, SHPO, Outagamie Parks Department, any State Agencies
    - c. Would like input from very beginning
    - d. Would start to put together a committee in January 2023
  3. Concerns
    - a. Lock walls starting to fail
    - b. Will need repairs/maintenance in next two years
    - c. How far do we want to go with rehabilitation of the lock

12. Closed Session Wis. Stat 19.85(1)(e)

- a. Tim Short motions to go into closed session, Jean Romback-Bartels seconds, all approve
- b. Tim Short motions to come out of closed session, Tom Buchholz seconds, all approve
- c. No votes/decisions made

13. Adjournment

- a. Ron Van De Hey motions to adjourn, Tom Buchholz seconds, all approve

January 4, 2023

## Via Electronic Mail

Philip J. Ramlet  
Chief Executive Officer  
Fox River Navigational System Authority  
1008 Augustine Street  
Kaukauna, WI 54130-1608

Re: Proposal for Engineering Services (Kleinschmidt No. 4828004.00)-**Rev1**  
Revision of 60% Design of Round Goby Barrier at Menasha Lock

Dear Mr. Ramlet:

In its regular meeting on October 25, 2022, the Fox River Navigational System Authority (FRNSA) Board of Directors approved the request for a proposal to update the 60 percent Design Package for the Menasha Lock Electric Barrier that was submitted to FRNSA by Smith-Root, Inc. in March 2019. The Board specifically asked for an update of 60% design drawings, 60% Operations and Maintenance (O&M) Manual, and a 60% Engineer's Opinion of Probable Construction Cost (OPCC) completed to approximately the Class 3 level per the Association for the Advancement of Cost Engineering International (AACE) Cost Estimate Classification System, often considered a budget authorization or feasibility-level cost estimate with an expected accuracy range from -20% to +30%.

The update to the 60% design package is intended to reflect the additional information that has been developed and discussed since the 2019 submittal with regards to details about electrical deterrence of Round Goby. Specifically, Round Goby swimming speeds and electrical field thresholds have been refined, and additional knowledge about Round Goby locomotion has been obtained. Encompassing this new information in the 60% design includes the expansion of the electrical field from a "benthic barrier" of the bottom 1-2 feet to the full water surface. The required length of the deterrent field was also more clearly defined, leading to a slight reduction in the overall barrier length. These details will be updated in the design drawings, OPCC, O&M Manual, and design report.

After the Board's approval and request for a proposal, Kleinschmidt attended a meeting with **Smith-Root, Inc.** on October 27 to discuss approaches for preparing the update to the barrier design. An outcome of this meeting, which included Smith-Root president Rick Crump, was

the agreement to assign Kleinschmidt as the lead engineer and prime consultant for the effort. As the designer and manufacturer of the electrical pulse generation equipment, Smith-Root has a key role on the team and will prepare deliverables as they relate to the electrical equipment. Smith-Root will also support and advise FRNSA on topics of human health and safety and boat equipment safety as a subconsultant to Kleinschmidt.

Two other engineering firms were instrumental in producing the original 60% design package. Aptum, Inc. (Aptum) conducted structural engineering of the 60% design and provided drafting services. Aptum was acquired in 2019 by **Parametrix**; Parametrix will serve the same role as Aptum in this effort. Similarly, site civil engineering design, not including the electric barrier, was conducted by OMNNI Associates (OMNNI) which was acquired by **Westwood Professional Services (Westwood)** in 2019. Westwood will continue the OMNNI role on the Kleinschmidt team for site civil engineering design.

A new company has been added to the team as a subconsultant. **Lunda Construction** will provide the marine-side construction cost estimate as requested by the FRNSA Board. The land-side construction cost estimate will be provided by other team members and integrated into a single cost estimate document.

The Smith-Root 2019 60% design submittal included drawings, O&M Manual, construction material specifications and a draft Electrical Field Simulation Report. This updated proposal includes updates to all these documents and adds two documents: a Class 3 OPCC and a Design Technical Memorandum in order to provide a complete record of design efforts to the 60% stage. A detailed scope of work with associated schedule and price proposal follows.

This version of the proposal updates the project delivery schedule; see Schedule section. No changes have been made to the Scope of Work or proposed price.

### **Proposed Scope of Work**

Based on our understanding of the services requested of Kleinschmidt, we are proposing to provide the following services.

#### **Task 1. Project Management and Kickoff Meeting**

Task 1 will initiate with a 2-hour project kickoff virtual meeting between FRNSA and the Kleinschmidt team to introduce the team to each other and discuss the work scope, schedule, communication protocols, etc. FRNSA's preferred outcomes will be specifically discussed; these outcomes will be captured in the Kickoff Meeting notes and will be identified in the Design Criteria Document (Task 2).

This task will include facilitation of project workflow management, subconsultant contract management and billing, communications and coordination, and related tasks.

### **Task 2. Information Review and Design Basis Memorandum**

The Kleinschmidt team will review existing information provided by FRNSA related to Menasha Lock and the Menasha Lock barrier design including but not limited to the 2019 design and O&M documentation, historical drawings, photographs, relevant studies and reports, etc. In addition, the team will acquire relevant publicly available information such as flow gauge information, water quality data as available, etc.

A technical memorandum will be developed that describes applicable design basis for the Menasha Lock barrier, including the deterrent elements of the Round Goby barrier. The technical memorandum will be submitted to FRNSA to be reviewed by the Board of Directors for concurrence. If necessary, one round of revisions will be made to the technical memorandum after a consolidated set of comments are received following the Board review.

#### *Assumptions:*

- All information that is input to the design criteria technical memorandum will be received by the Kleinschmidt team within two weeks of Notice to Proceed.

#### *Deliverables:*

- A brief draft design basis technical memorandum
- One revision to the draft design basis technical memorandum incorporating revisions as directed by FRNSA
- Final version of draft design basis memorandum

### **Task 3. Prepare 60% Design Documents**

The Kleinschmidt team will prepare a new set of 60% design documents to include the following items:

- 60% design drawings, including in-water and "land side" modifications. Up to 20 sheets will be developed with civil/structural plan, profile, and cross sections of in-water and "land side" modifications. General building plans, elevations, and details will be developed for the new building that will house (at a minimum) the backup generator and new toilets. Mechanical and electrical drawings and details are not included in the 60% design;
- 60% specifications (may be included on the design drawings);
- 60% design technical memorandum;

- 60% Operation Manual;
- Draft Technical Memorandum describing the electrical field simulation;
- Letter report describing results of one sediment sample taken in the proposed vicinity of the electric barrier to evaluate potential contaminants; and
- Boater safety technical memorandum.

With the exception of the 60% design technical memorandum, the design package deliverables will roughly follow the format of the 2019 Menasha Lock barrier submittal to FRNSA, publicly available online at <https://foxlocks.org/menasha-lock/>. The objective of the deliverables is to provide the Wisconsin Department of Natural Resources (DNR) the information about barrier design and expected effectiveness needed to make a determination of the applicability of the proposed lock modifications for the Department's authority per the Invasive Species Rule (NR 40).

After receiving a consolidated set of comments from the review of the design documents by the FRNSA Board, Kleinschmidt will make revisions to design package elements prior to FRNSA submittal of the information to Wisconsin DNR.

Development of the 60% design package will be conducted by all members of the Kleinschmidt team; lead responsibility for each element of the package is shown in Table 1.

**Table 1. Team Member Responsibilities**

60% Design Package Element	Team Member Responsibility
Design drawings	<b>Kleinschmidt</b> – barrier design, review and delivery <b>Westwood</b> – Land-side civil design <b>Parametrix</b> – Structural engineering and drafting <b>Smith-Root</b> – Barrier equipment design
Specifications	<b>Westwood</b> – Land-side <b>Kleinschmidt and Parametrix</b> – Barrier
Design technical memorandum	<b>Kleinschmidt</b> – Barrier design <b>Lunda Construction</b> – Water-side OPCC <b>Westwood</b> – Land-side OPCC <b>Smith-Root</b> – Electrical barrier equipment OPCC
Operations Manual	<b>Kleinschmidt</b> (with FRNSA support/input)
Electric field simulation memorandum	<b>Smith-Root</b>
Sediment sampling letter report	<b>Westwood</b>
Boater safety technical memorandum	<b>Kleinschmidt and Smith-Root</b> (with FRNSA support/input)

*Assumptions:*

- The Kleinschmidt team may use parts of the previous 60% design drawings and specifications (with permission from Smith-Root), but the majority of the design will be new.
- All information used in the 2019 60% design, including but not limited to ground and bathymetric contours/terrain and lock site layout, is current and applicable to the updated 60% design. All new information that FRNSA would like the Kleinschmidt team to consider will be furnished no later than one business day following the Kickoff Meeting. One exception to this assumption is water quality data from the Wisconsin DNR monitoring station 713002; up to date statistical analysis of relevant water quality parameters will be updated with recent data downloaded by Kleinschmidt.
- Technical specifications will be updated to reflect revisions to relevant municipal codes and design standards.
- The 60% Operation Manual will be developed with substantial input from FRNSA with the objective of integrating barrier operations with typical daily and annual lock operations.
- FRNSA will allow the Kleinschmidt team access to the site with up to one (1) week advance notice for sediment sampling, measurements, etc.
- The sediment sample will be collected in the winter when ice is sufficiently set up to allow access without a boat. The sediment sample will be collected with a handheld AMS sediment sampling tool, placed into laboratory-provided sample containers, placed immediately on ice, and transported to a local laboratory for analysis of polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and metals (arsenic, barium, cadmium, chromium, copper, cyanide, iron, lead, manganese, mercury, nickel, selenium, and zinc). The sediment sample location will be surveyed with GPS equipment that will provide centimeter accuracy with adequate satellite coverage.
- The original 60% design included modification to an existing building and a new building that includes public restrooms and a backup generator enclosure. With anticipated increases to the required size of the building that will house the electrical pulse generating equipment, we anticipate increasing the size of the new building to accommodate the equipment and not modifying the existing building.

*Deliverables:*

- 60% design package as described above
- Revised 60% design package with one round of revisions incorporating comments as directed by FRNSA

## Schedule

The proposed Scope of Work will be performed and documents provided per the updated schedule presented in Table 2.

**Table 2. Proposed Project Schedule (Revised January 4, 2023)**

Task	Completion Date
Expected Receipt of Notice to Proceed (NTP)	January 24, 2023
<b>Task 1 – Project Management and Kickoff Meeting</b>	
Kickoff meeting	January 26, 2023
Kickoff meeting notes	January 27, 2023
<b>Task 2 – Information Review and Design Basis Document</b>	
Design Basis document	March 31, 2023
Revised Design Basis document	Within one week of receiving comments from FRNSA
<b>Task 3 – Prepare 60% Design Documents</b>	
Sediment sample collection	Early February 2023, or after ice setup sufficient for safe collection without use of a boat
60% Design package	June 14, 2023
Revised 60% Design package	After comments are received from FRNSA and no less than 2 days prior to the July 25, 2023 Board Meeting

## Cost of Services

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$166,400** (One hundred sixty-six thousand four hundred dollars). The Cost of Services is calculated using Kleinschmidt's 2023 Standard Rates. Table 3 presents a breakdown of the hours we anticipate expending on the project for each phase of the proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Attachment A shows the hourly billing rates for 2023.

**Table 3. Proposed Project Price per Task**

Phase	Cost
Task 1 – Project Management and Kickoff Meeting	\$12,900
Task 2 – Information Review and Design Criteria Document	\$3,800
Task 3 – Prepare 60% Design Documents	\$149,700
<b>Total for Tasks 1 – 3</b>	<b>\$166,400</b>

**Terms and Conditions**

The proposed Scope of Work will be performed on an Hourly Rate plus Expenses basis in accordance with this proposal and Kleinschmidt’s Standard Terms and Conditions (Attachment B), Method of Payment (Attachment C), and 2023 Rate Schedule (Attachment A).

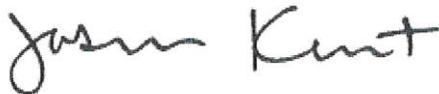
Kleinschmidt appreciates the opportunity to assist the Fox River Navigational System Authority with this project. If you have any questions regarding this proposal, please call or e-mail Jason Kent at 971.254.3134 or [Jason.Kent@KleinschmidtGroup.com](mailto:Jason.Kent@KleinschmidtGroup.com). Please return a countersigned copy of this proposal as your acknowledgement and concurrence with the proposed Scope of Work, Schedule, Cost, and Terms and Conditions. Receipt of the countersigned copy will be our Notice to Proceed. If FRNSA issues a purchase order to authorize the work, please reference Kleinschmidt Proposal No. 4828004.00 in the purchase order and note that any terms and conditions on the purchase order are null and void.

Sincerely,

**Accepted By:**

**KLEINSCHMIDT ASSOCIATES**

**FOX RIVER NAVIGATIONAL  
SYSTEM AUTHORITY**



Jason J. Kent, P.E.  
Project Manager

\_\_\_\_\_  
*Signature*



Trevor A. Lykens, P.E.  
Sr. Vice President

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

JJK:NC

- Attachments: A - 2023 Rate Schedule
- B - Standard Terms and Conditions
- C - Method of Payment

\_\_\_\_\_  
*Date*

- cc: Kelly Larimer
- Brad Johnson
- Mike Hreben
- Jesse Waldrip
- Proposal Distribution

**ATTACHMENT A**

**KLEINSCHMIDT ASSOCIATES 2023 STANDARD RATES**

**KLEINSCHMIDT ASSOCIATES  
2023 RATES (USD)**

<b>LABOR CATEGORY</b>	<b>HOURLY BILLING RATE</b>
<b>SENIOR MANAGERS/CONSULTANTS</b>	
Principal Consultant F1	\$285.00
<b>ENGINEERS</b>	
Senior Engineering Advisor E7	\$265.00
Senior Engineering Consultant E6	\$240.00
Senior Engineer E5	\$198.00
Project Engineer E4	\$180.00
Engineer E3	\$166.00
Staff Engineer E2	\$148.00
Engineer Technician E1	\$114.00
<b>LICENSING COORDINATORS/PLANNERS</b>	
Senior Regulatory/Planner Advisor L/P7	\$265.00
Senior Licensing Coordinator/Planner L/P6	\$210.00
Project Licensing Coordinator/Planner L/P5	\$172.00
Licensing Coordinator/Planner L/P4	\$152.00
Staff Licensing Coordinator/Planner L/P3	\$130.00
Associate Licensing Coordinator/Planner L/P2	\$114.00
Licensing Coordinator/Planner Technician L/P1	\$92.00
Licensing Intern L/P0	\$72.00
<b>SCIENTISTS</b>	
Senior Science Advisor S7	\$255.00
Senior Scientist S6	\$202.00
Project Scientist S5	\$171.00
Scientist S4	\$148.00
Staff Scientist S3	\$130.00
Associate Scientist S2	\$104.00
Scientist Technician S1	\$90.00
Field Technician S0	\$68.00
<b>PROJECT AND PROGRAM MANAGEMENT</b>	
Project Director	\$276.00
Senior Project Manager PM2	\$250.00
Project Manager PM1	\$210.00
Senior Support Staff A7	\$210.00
Project Controller A6	\$175.00
Senior Project Coordinator or Administrator /Accountant A5	\$141.00
Project Administrator or /Accountant A4	\$122.00
Administrative Staff A3	\$106.00
Associate Administrative Staff A2	\$92.00
Office Assistant A1	\$81.00
<b>DESIGNERS/DRAFTERS</b>	
Lead Designer D5	\$164.00
Senior Designer D4	\$148.00
Designer D3	\$130.00
Senior Drafter D2	\$114.00
Drafter D1	\$98.00

Effective January 1, 2023

**ATTACHMENT B**

**KLEINSCHMIDT ASSOCIATES STANDARD TERMS AND CONDITIONS**

**KLEINSCHMIDT ASSOCIATES  
(A MAINE CORPORATION)  
STANDARD TERMS AND CONDITIONS**

---

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.
2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.
3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:
  - Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.
  - Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.
  - Designate a Client's representative with authority to transmit instructions, receive information, and define Client's policies concerning this Agreement.
  - Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.
  - Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.
4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
  - The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$50,000, whichever is greater.
  - Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.
5. **Betterment:** If Kleinschmidt omits a required element of the project, Kleinschmidt shall not be responsible for paying the cost to add such item to the extent that it would have been necessary to the project or otherwise adds value or betterment. Kleinschmidt will not be responsible for any added cost or expense that provides betterment, upgrade or enhancement of the project.
6. **Shop Drawing Review:** When authorized by Client, Kleinschmidt shall review contractor submittals, such as shop drawings, product descriptions, samples, and other data, but only for determining that it conforms to the design concept and that it appears consistent with the contract documents. This shall not include checking the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination of the work with other trades, or construction safety issues, all of which are the sole responsibility of the Contractor.

Kleinschmidt's review shall be conducted with reasonable promptness while allowing sufficient time to permit a review that is adequate in Kleinschmidt's judgment. Review of a specific item does not mean that Kleinschmidt has reviewed the entire assembly of which the item is a part.

Kleinschmidt shall not be responsible for any deviation from the contract documents unless the deviation is brought specifically to Kleinschmidt's attention by the Contractor in writing. Kleinschmidt shall not be required to review partial submissions or those for which correlated items have not been received.

7. **Ownership of Documents:** Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
8. **Opinions of Probable Cost:** Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.
9. **Patents:** Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.
10. **Termination or Suspension:** Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

11. **Assignment:** Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.
12. **No Waiver:** The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.
13. **Indemnification:** Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement.

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Maine, provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.
15. **Time for Acceptance:** Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

**ATTACHMENT C**

**METHOD OF PAYMENT**

## KLEINSCHMIDT ASSOCIATES

### METHOD OF PAYMENT

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1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
  - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
  - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
  - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
  - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.



Community Foundation Fees	\$	30,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00		
Associated Bank Fees	\$	26,696.38	\$	4,469.27	\$	4,618.68	\$	4,469.08	\$	4,149.00	\$	4,389.20	\$	4,601.15	\$	4,389.20	\$	4,601.15	\$	4,601.15	\$	4,601.15	\$	4,601.15
Total Fees	\$	56,696.38	\$	9,469.27	\$	9,618.68	\$	9,469.08	\$	9,149.00	\$	9,389.20	\$	9,601.15	\$	9,389.20	\$	9,601.15	\$	9,601.15	\$	9,601.15	\$	9,601.15







## Beth Taubel

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**From:** Philip Ramlet  
**Sent:** Wednesday, January 18, 2023 2:55 PM  
**To:** Beth Taubel  
**Subject:** FW: Kaukauna Seawall Project  
**Attachments:** Kaukauna Seawall.pdf; Title Info.pdf; Lot P Sketch.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please add a line for Kaukauna Seawall project and attach this email and attachments

Thanks

Philip J. Ramlet  
**Executive Director**  
Fox River Navigational System Authority  
Direct Line (920) 850-1677  
1008 Augustine St.  
Kaukauna, WI 54930

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**From:** John Neumeier <neumeier@kaukauna-wi.org>  
**Sent:** Tuesday, January 10, 2023 11:07 AM  
**To:** Philip Ramlet <pramlet@foxlocks.org>  
**Cc:** Brad Werner <BWerner@mcmgrp.com>  
**Subject:** Kaukauna Seawall Project

Good Morning Phil,

Thanks for speaking with me this morning. Per our discussion, attached are a set of sketches and plan sheets from our consultant for the seawall proposed near the guard lock in Kaukauna (an aerial view of the location is below in the email body). The City is pursuing a DNR grant to help fund the work; application due February 1. As part of that application, we are looking for a project support letter from Fox Locks as the work will spill over into the canal itself. A letter may state that Fox Locks supports the project as it benefits the intended use of the Fox Locks System to complete the project and that no permitting from Fox Locks is required (or list what permits Fox Locks would be willing to grant the City). I have also attached a deed for the land area on part of Lot P, where the majority of the work will occur and a sketch based on the legal description.

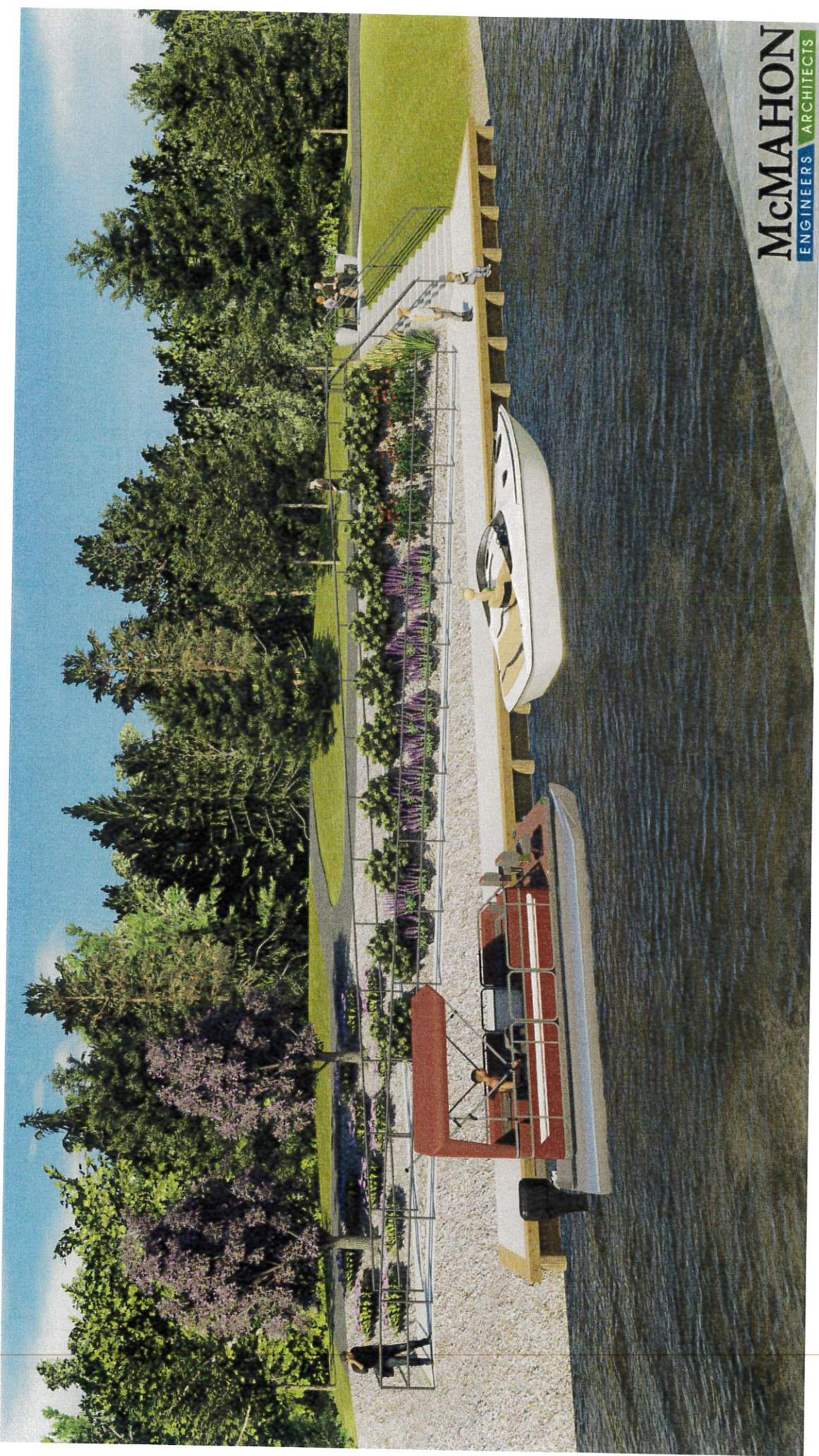
Please let me know if you have any questions or concerns at any time. Also, please let me know if this will be a discussion/action item on the January Fox Locks agenda so that we can attend to answer any questions you may have at the meeting.

Thank you again for your time. Have a great day!

**John W. Neumeier**  
Director of Public Works / City Engineer

**CITY OF KAUKAUNA**  
920.766.6305  
[neumeier@kaukauna-wi.org](mailto:neumeier@kaukauna-wi.org)  
[www.cityofkaukauna.com](http://www.cityofkaukauna.com)





**McMAHON**  
ENGINEERS ARCHITECTS





**McMAHON**  
ENGINEERS ARCHITECTS



**McMAHON**  
ENGINEERS ARCHITECTS





**McMAHON**  
ENGINEERS ARCHITECTS







**Letter Report # 18183**

1033 W. College Ave.  
Appleton, WI 54914  
Phone: (920) 731-5494  
Fax: (920) 731-5493  
closings@foxcitiestitle.com

September 8, 2021

Legal Description: Lawe & Meade Addition, Blk. 23, Lot P (886R533), City of Kaukauna. City of Kaukauna, Part of Lot P, in Block Twenty-three (23), Lawe, Meade and Black's Addition, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City, described as follows: Commencing at the Southwest corner of Lot L, of Block 23, Lawe, Meade and Black's Addition to the City of Kaukauna aforesaid of this shall be the place of beginning, thence Southwesterly on a line being the continuation of boundary between Lots K and L to the Government Canal, thence Southeasterly along the Government Canal to Lawe Street, thence Northeasterly along the west boundary of Lawe Street to the Northeast corner of Lot P, thence Northwesterly along the northerly boundary of Lot P to the point of beginning.  
Parcel ID: 321032400

Property Address: N/A

We Find the Following:

1. Record Title: City of Kaukauna
2. Outstanding Mortgages, Security Agreements, Land Contracts: None.
3. Real Estate Taxes: Tax Key No: 321032400.
4. Construction Liens: None.
5. Judgments & Liens: None.
6. Easements and Restrictions: Not Searched.

NOTE: Attention is called to the fact that this Letter Report is only a check of the mortgages and liens of record. No check of the record has been made prior to the date of the last conveyance shown on the first page. This report is limited by its terms and is not a guaranty or opinion of title, nor is it title insurance. If title insurance, a higher maximum liability, or different terms are desired, please cancel this report.

Sincerely,  
FOX CITIES TITLE COMPANY

*Stacey M. Gersmehl*

Stacey M. Gersmehl

DOCUMENT NO  
**1129730**

STATE BAR OF WISCONSIN FORM 1 - 1988  
**WARRANTY DEED**

THIS SPACE RESERVED FOR RECORDING DATA

**J 15956 I 40**

This Deed, made between Outagamie County, a  
Wisconsin Municipal Corporation  
and City of Kaukauna Grantor,

**OUTAGAMIE COUNTY  
RECEIVED FOR RECORD**

**JUL 14 1994**

**AT 2 O'CLOCK 471 PM  
GRACE HERB  
REGISTER OF DEEDS**

Witnesseth, That the said Grantor, for a valuable consideration  
Seven Hundred and no/100 (\$700) Dollars,  
conveys to Grantee the following described real estate in Outagamie  
County, State of Wisconsin:

RETURN TO  
Dea. Muller, Treasurer

Tax Parcel No: 32-1-0324-00

Laws & Meade Addition, Blk. 23, Lot P (886R533), City of Kaukauna.

City of Kaukauna, Part of Lot P, in Block Twenty-Three (23), Laws, Meade and Black's Addition, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City, described as follows: Commencing at the southwest corner of Lot L, of Block 23, Laws, Meade and Black's Addition to the City of Kaukauna aforesaid of this shall be the place of beginning, thence Southwesterly on a line being the continuation of boundary between Lots K and L to the Government Cannel, thence Southeasterly along the Government Cannel to Laws Street, thence Northeasterly along the west boundary of Laws Street to the Northeast corner of Lot P, thence Northwesterly along the northerly boundary of Lot P to the point of beginning.

This deed is being recorded to correct the deed recorded in J 15807, I 12 on June 2, 1994.

FEE 3  
EXEMPT

This is not homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And Outagamie County  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

Dated this 5th day of July, 1994.

By: James D. Hensel  
James D. Hensel, County Clerk

By: [Signature]  
OUTAGAMIE COUNTY (SEAL)  
Ronald L. Van De Hey, County Executive

By: James P. Schuette  
(SEAL) James P. Schuette, Board Chairman

**AUTHENTICATION**

Signature(s) .....

authenticated this ..... day of ....., 19 .....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 700.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Trayce England, Assist. Corp. Counsel

Outagamie County  
(Signatures may be authenticated or acknowledged. Both are not necessary.)

**ACKNOWLEDGMENT**

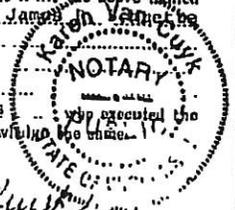
STATE OF WISCONSIN

OUTAGAMIE County, ss.

Personally came before me this 5th day of July, 1994, the above named Ronald L. Van De Hey, James P. Schuette and James D. Hensel

to me known to be the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same.

Karen Van Cuyck  
Notary Public Outagamie County, Wis.  
My Commission is permanent. (If not, state expiration date: 10-12-97)



\*Names of persons standing in any capacity should be typed or printed below their signatures.

STATE OF WISCONSIN                      CIRCUIT COURT                      OUTAGAMIE COUNTY

---

IN THE MATTER OF THE FORECLOSURE  
OF TAX LIENS PURSUANT TO SECTION  
75.521 WISCONSIN STATUTES BY  
OUTAGAMIE COUNTY, LIST OF TAX  
LIENS FOR THE YEARS 1966 - 1971  
NUMBER TEN

---

JUDGMENT

The above entitled action for foreclosure of tax liens by proceedings  
In Rem pursuant to the provisions of Section 75.521 of the Wisconsin Statutes,  
having come on to be heard before the Court, and

It appearing that proceedings to Foreclose Tax Liens by Outagamie  
County were commenced by filing List of Tax Liens, Number 10, dated January 31, 1972,  
with the Clerk of the Circuit Court for Outagamie County, pursuant to Section  
75.521 of the Wisconsin Statutes.

It appearing that the necessary affidavits of filing, posting and  
mailing were made by Peter L. Berg, County Treasurer of Outagamie County.

It appearing that the necessary affidavit of publication was made  
by the authorized representative of the Appleton Post Crescent.

It appearing that James Beyorgeon, an attorney at law, Appleton,  
Wisconsin, has been appointed Guardian ad Litem in this matter pursuant to  
Wisconsin Statutes 75.521 (12).

It appearing that the last day for the redemption of said tax  
liens has been fixed for March 31, 1972, and that as of April 17, 1972, the  
following list of lands remained unredeemed and affected by this judgment.

It appearing that the owners of the property described in parcel  
4 have failed to redeem the property therein described on or before the  
1st day of May, 1972.

OUTAGAMIE COUNTY  
FILED

MAY 1 1972

GLORIA L. JOHNSON  
CLERK OF COURTS

<u>Parcel No.</u>	<u>Description</u>
2	City of Appleton, The North 15 feet of Lot 1, and the South 30 feet of Lot 2, lying East of Jackman Street and a piece of land in Lot 7 beginning at a point 30 feet North of the South line of said Lot 2 and the East line thereof running thence East 20 feet, thence South 45 feet, thence West 20 feet, thence North 45 feet, to the place of beginning all of the foregoing being in Block 10, Grand Chute Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.
	ALSO
	That part of Lot 1, in Block 10, Grand Chute Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City, lying East of Jackman Street, less the North 15 feet thereof.
3	City of Appleton, All of Lot Seven (7), in Block Sixty-seven (67), Fourth Ward Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City, less and excepting the West 15 feet thereof and less the East 30 feet thereof and less and excepting the premises described in 673 R 33 and 740 R 313 No's. 7 and 8 herein.
4	City of Appleton, The North 15.5 feet of Lot 10, and all of Lot 8, in Block 1, of Fredericks & Schreiters Plat, City of Appleton, Outagamie County, Wisconsin.
5	City of Appleton, All of Lot 1 in Block 1 of Cardinal Downs, City of Appleton, Outagamie County, Wisconsin.
6	City of Appleton, All of Lot 2 in Block 1 of Cardinal Downs, City of Appleton, Outagamie County, Wisconsin.
10	Town of Freedom, A strip 2 rods wide North and South off of the south end of that part of the Southwest 1/4 Section 15, Township 22 North, Range 18 East, Town of Freedom, Outagamie County, Wisconsin.
12	City of Kaukauna, Part of Lot P, in Block Twenty-Three (23), Lawe, Meade and Black's Addition, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City, described as follows: Commencing at the Southwest corner of Lot L, of Block 23, Lawe, Meade and Black's Addition to the City of Kaukauna aforesaid of this shall be the place of beginning, thence Southwesterly on a line being the continuation of boundary between Lots K and L to the Government Canal, thence Southeasterly along the Government Canal to Lawe Street, thence Northeasterly along the west boundary of Lawe Street to the Northeast corner of Lot P, thence Northwesterly along the northerly boundary of Lot P to the point of beginning.

<u>Parcel No.</u>	<u>Description</u>
13	City of Kaukauna, Town of Vandebroek, A parcel of land in Private Claim 35, City of Kaukauna, and part of Lot 21, Town of Vandebroek, more fully described as follows: Starting at a point on the East line of Ducharme Street and Gertrude Street South 42° 32' East 1259.88 feet; thence North 47° 28' East 390 feet being place of commencement; thence North 47° 28' East 85 feet; thence South 42° 32' East 87.12 feet, thence South 47° 28' West 85 feet; thence North 42° 32' West 87.12 feet to the place of commencement.
15	Town of Liberty, The West 5 acres of the Northwest 1/4 of the Southwest 1/4 of Section Eleven (11), Township Twenty Three (23) North, Range Fifteen (15) East, Town of Liberty, Outagamie County, Wisconsin.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED, that Outagamie County, Wisconsin, is vested with an estate in fee simple absolute in all of the lands above described subject, however, to all unpaid taxes and charges which are subsequent to the latest dated Tax Lien appearing on the List of Tax Liens, and to recorded restrictions.

IT IS FURTHER ORDERED AND ADJUDGED that all persons, both artificial and natural, including the State of Wisconsin, infants, incompetents, absentees, and non-residents who may have had right, title, interest claim, lien or equity in such lands, and all persons claiming under or through them, or any of them, from and after the last day fixed for redemption of said tax liens, are forever barred and foreclosed of such right, title, interest, claim, lien or equity of redemption.

Dated this 1st day of May, 1972.

BY THE COURT:

  
 A. W. PARNELL, Circuit Judge





# INVOICE

Franklin, WI  
414-423-0255

Project Mgr: Rob Kramer

**Project:** FRNSA - Various Levees and Embankments ERT  
Various Locations - Fox River  
Appleton, WI

**To:** Fox River Navigation System Authority  
Attn: Phil Ramlet  
1008 Augustine Street  
Kaukauna, WI 54130

REMIT TO:	
Invoice Number: TH92699	
Terracon Consultants, Inc. PO Box 959673 St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	58225198
Invoice Date:	1/03/2023
For Period:	11/27/2022 to 12/24/2022

For geophysical services in conjunction with the above referenced project.

Partial invoice for field services booked to-date.

Quantity	Description of Services	Rate	Total
<b>TASK: Menasha Lock Embankment</b>			
<b>Direct Project Labor</b>			
6.75 Hour(s)	Project Geophysicist	\$155.00	\$1,046.25
17.00 Hour(s)	Field Geophysicist	\$105.00	\$1,785.00
		<b>Subtotal</b>	<b>\$2,831.25</b>
<b>Direct Project Expense</b>			
228.00 Mile(s)	Mileage	\$0.950	\$216.60
		<b>Subtotal</b>	<b>\$216.60</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$3,547.85</b>
<b>TASK: Cedars Lock Embankment - Little Chute</b>			
<b>Direct Project Labor</b>			
0.50 Hour(s)	Project Geophysicist	\$155.00	\$77.50
11.25 Hour(s)	Field Geophysicist	\$105.00	\$1,181.25
		<b>Subtotal</b>	<b>\$1,258.75</b>
<b>Direct Project Expense</b>			



# INVOICE

**Invoice No.:** TH92699  
**Project No.:** 58225198  
**Project:** FRNSA - Various Levees and Embankments ERT  
 Various Locations - Fox River Appleton, WI

**Project Mgr:** Rob Kramer

For geophysical services in conjunction with the above referenced project.

Partial invoice for field services booked to-date.

Quantity	Description of Services	Rate	Total
<b>Continued</b>			
<b>TASK: Cedars Lock Embankment - Little Chute</b>			
<b>Direct Project Expense</b>			
396.00 Mile(s)	Mileage	\$0.950	\$376.20
		<b>Subtotal</b>	<b>\$376.20</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$2,134.95</b>
<b>TASK: Doyle Park Embankment - Little Chute</b>			
<b>Direct Project Labor</b>			
0.50 Hour(s)	Project Geophysicist	\$155.00	\$77.50
8.00 Hour(s)	Field Geophysicist	\$105.00	\$840.00
		<b>Subtotal</b>	<b>\$917.50</b>
<b>Direct Project Expense</b>			
170.00 Mile(s)	Mileage	\$0.950	\$161.50
		<b>Subtotal</b>	<b>\$161.50</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$1,579.00</b>
<b>TASK: Appleton Middle Dam Left Embankment - Edison</b>			
<b>Direct Project Labor</b>			
3.00 Hour(s)	Project Geophysicist	\$155.00	\$465.00
16.50 Hour(s)	Field Geophysicist	\$105.00	\$1,732.50
		<b>Subtotal</b>	<b>\$2,197.50</b>
<b>Direct Project Expense</b>			



# INVOICE

**Invoice No.:** TH92699  
**Project No.:** 58225198  
**Project:** FRNSA - Various Levees and Embankments ERT  
 Various Locations - Fox River Appleton, WI

**Project Mgr:** Rob Kramer

For geophysical services in conjunction with the above referenced project.

Partial invoice for field services booked to-date.

Quantity	Description of Services	Rate	Total
<b>Continued</b>			
<b>TASK: Appleton Middle Dam Left Embankment - Edison</b>			
<b>Direct Project Expense</b>			
307.00 Mile(s)	Mileage	\$0.950	\$291.65
		<b>Subtotal</b>	<b>\$291.65</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$2,989.15</b>
<b>TASK: Appleton Lock #1 - Embankment Between the Lock and By-Pass Canal</b>			
<b>Direct Project Labor</b>			
0.50 Hour(s)	Project Geophysicist	\$155.00	\$77.50
14.00 Hour(s)	Field Geophysicist	\$105.00	\$1,470.00
		<b>Subtotal</b>	<b>\$1,547.50</b>
<b>Direct Project Expense</b>			
124.00 Mile(s)	Mileage	\$0.950	\$117.80
\$14.83 Cost+	Travel Meals	15%	\$17.05
		<b>Subtotal</b>	<b>\$134.85</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$2,182.35</b>
<b>TASK: Appleton Lock #4 Levee</b>			
<b>Direct Project Labor</b>			
6.00 Hour(s)	Project Geophysicist	\$155.00	\$930.00
12.50 Hour(s)	Field Geophysicist	\$105.00	\$1,312.50
		<b>Subtotal</b>	<b>\$2,242.50</b>



# INVOICE

**Invoice No.:** TH92699  
**Project No.:** 58225198  
**Project:** FRNSA - Various Levees and Embankments ERT  
 Various Locations - Fox River  
 Appleton, WI

**Project Mgr:** Rob Kramer

For geophysical services in conjunction with the above referenced project.

Partial invoice for field services booked to-date.

Quantity	Description of Services	Rate	Total
<b>Continued</b>			
<b>TASK: Appleton Lock #4 Levee</b>			
<b>Direct Project Expense</b>			
229.00 Mile(s)	Mileage	\$0.950	\$217.55
		<b>Subtotal</b>	<b>\$217.55</b>
0.50 Daily	ERT Equipment	\$600.00	\$300.00
1.00 Daily	Per Diem	\$200.00	\$200.00
		<b>Subtotal</b>	<b>\$500.00</b>
		<b>Task Total</b>	<b>\$2,960.05</b>

If you have questions regarding this invoice please call (414) 423-0255.

**Invoice Total      \$15,393.35**

**INVOICE**

# Westwood

**Westwood Infrastructure, Inc.**  
accounts.receivable@westwoodps.com  
westwoodps.com  
(888) 937-5150

Accounts Payable  
Fox River Navigational System Authority  
1008 Augustine Street  
Kaukauna, WI 54130

December 14, 2022  
Project No: R3000215.00  
Invoice No: 3221200056

**Total This Invoice 7,279.31**

**Professional services through November 26, 2022**

Project M1410A12 - Dam Inspections, Little Chute, Little Kaukauna, Appleton & DePere  
For Professional Services provided as directed.

**Phase 012 Owner Representation**

	Service Hours Rendered	Rate	Amount
Engineering Tech V Bolwerk, Timothy	12.25	113.00	1,384.25
	12.25		1,384.25
	<b>Total this Phase</b>		<b>\$1,384.25</b>

**Phase 023 Menasha Lock Transfer Station**

	Service Hours Rendered	Rate	Amount
Engineering Tech V Givens, Robert	2.00	113.00	226.00
	2.00		226.00
	<b>Total this Phase</b>		<b>\$226.00</b>

**Phase 040 Electrical Resistivity Study**

Task LS01 Survey Services

	Service Hours Rendered	Rate	Amount
Engineering Tech V Bolwerk, Timothy	9.00	113.00	1,017.00
Surveyor III Kaczmarzyk, Tony	26.25	84.00	2,205.00
Surveyor VI Weeks, Kyle	2.00	103.00	206.00
Crew Chief Anderson, Nicolaus	22.50	84.00	1,890.00
	59.75		5,318.00

**Unit Billing**

GPS

11/21/22	2.0 Units @ 11.44	22.88
11/21/22	7.0 Units @ 11.44	80.08

Project	Dam Inspections, Little Chute, Little K	Invoice	3221200056
11/23/22		5.0 Units @ 8.80	44.00
11/23/22		4.0 Units @ 11.44	45.76
Mileage (Company Vehicle)			
11/21/22		30.0 Miles @ 0.87	26.10
11/21/22		32.0 Miles @ 0.87	27.84
11/22/22		36.0 Miles @ 0.87	31.32
11/22/22		24.0 Miles @ 0.87	20.88
11/23/22		25.0 Miles @ 0.87	21.75
11/23/22		35.0 Miles @ 0.87	30.45
	<b>Total Units</b>		<b>351.06</b>
		<b>Total this Task</b>	<b>\$5,669.06</b>
		<b>Total this Phase</b>	<b>\$5,669.06</b>
		<b>Total this Invoice</b>	<b>\$7,279.31</b>

Thank you,

Timothy Bolwerk

# Unbilled Detail

Friday, December 9, 2022  
9:49:44 AM

Company 03

As of 11/26/22

Billing Status	Date	Labor Category	Employee/Reference	Description	Hours/Units	Billing Rate	Billing Amount
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Project Number: R3000215.00 Dam Inspections, Little Chute, Little K

Phase Number: 012 Owner Representation

Principal:

Total Compensation:

Rev Type: W

JTD Billed:

144,853.55

Project Manager: Timothy Bolwerk

Client Name:

Fox River Navigational System Authority

Labor:

B	10/31/22	Engineer V	02949	Bolwerk, Timothy	.50	113.00	56.50
		Olde Oneida Boring/Horizontal Drilling					
B	11/1/22	Engineer V	02949	Bolwerk, Timothy	.50	113.00	56.50
		WDNR Meeting Prep - ER/Projects					
B	11/2/22	Engineer V	02949	Bolwerk, Timothy	4.25	113.00	480.25
		0.75 - EOC					
		3.5 -Meeting Prep and Meeting with WDNR					
B	11/7/22	Engineer V	02949	Bolwerk, Timothy	2.00	113.00	226.00
		Goby Barrier - Call with Jason Kent					
		REview documents from Jason prior to meeting					
B	11/8/22	Engineer V	02949	Bolwerk, Timothy	1.00	113.00	113.00
		Conf Call - Jason Kent and Bob Givens					
B	11/9/22	Engineer V	02949	Bolwerk, Timothy	.50	113.00	56.50
		Project Admin/EOC					
B	11/16/22	Engineer V	02949	Bolwerk, Timothy	3.50	113.00	395.50
		Meeting with WE Energies - 1.5					
		Prep for Meeting/Meet with Jeremy - 1.0					
		Meeting with Ryan Pichler - Dam Inspection Schedules - 1.0					

Total Billable Labor 12.25 1,384.25

Total Labor 12.25 1,384.25

Total for 012 12.25 1,384.25

OK

Phase Number: 023 Menasha Lock Transfer Station

Principal:

Total Compensation:

Rev Type: W

JTD Billed:

24,642.74

Project Manager: Timothy Bolwerk

Client Name:

Fox River Navigational System Authority

Labor:

B	11/8/22	Engineer V	02963	Givens, Robert	1.00	113.00	113.00
		Menasha lock electric fish barrier.					
B	11/10/22	Engineer V	02963	Givens, Robert	1.00	113.00	113.00
		Menasha lock electric fish barrier.					

Total Billable Labor 2.00 226.00

Total Labor 2.00 226.00

Total for 023 2.00 226.00

OK

Phase Number: 040 Electrical Resistivity Study

Task Number: LS01 Survey Services

Principal:

Total Compensation:

15,200.00 Rev Type: W

JTD Billed:

Project Manager: Timothy Bolwerk

Client Name:

Fox River Navigational System Authority

Labor:

B	11/21/22	Crew Chief	04030	Anderson, Nicolaus	8.50	84.00	714.00
B	11/22/22	Crew Chief	04030	Anderson, Nicolaus	8.00	84.00	672.00
B	11/23/22	Crew Chief	04030	Anderson, Nicolaus	6.00	84.00	504.00
		Topo					
B	11/3/22	Engineer V	02949	Bolwerk, Timothy	.50	113.00	56.50
		ER - Kyle - Correspondence with Terracon					
B	11/14/22	Engineer V	02949	Bolwerk, Timothy	1.50	113.00	169.50
		Terracon - ER					
		Jeremy Cords - ER/Meeting					
B	11/15/22	Engineer V	02949	Bolwerk, Timothy	3.00	113.00	339.00
		ER - Survey and review with Kyle and Terry - 2.0					
		WE Energies Meeting Prep - 1.0					

Billing Status	Date	Labor Category	Employee/ Reference	Description	Hours/ Units	Billing Rate	Billing Amount
B	11/17/22	Engineer V	02949	Bolwerk, Timothy	1.50	113.00	169.50
		ER Survey -Ramlet/Cords/Terracon Contract					
B	11/21/22	Engineer V	02949	Bolwerk, Timothy	.50	113.00	56.50
		ER - Survey coordination					
B	11/23/22	Engineer V	02949	Bolwerk, Timothy	2.00	113.00	226.00
		Terracon - SCHEDULE/correspondence/contract /survey 1.5 BR- 0.5					
B	11/17/22	Survey Tech III	02968	Kaczmarzyk, Tony	.75	84.00	63.00
B	11/21/22	Survey Tech III	02968	Kaczmarzyk, Tony	8.75	84.00	735.00
B	11/22/22	Survey Tech III	02968	Kaczmarzyk, Tony	9.00	84.00	756.00
B	11/23/22	Survey Tech III	02968	Kaczmarzyk, Tony	7.75	84.00	651.00
B	11/4/22	GMS Engineer II	03000	Weeks, Kyle	1.50	103.00	154.50
		Terracon correspondence					
B	11/15/22	GMS Engineer II	03000	Weeks, Kyle	.50	103.00	51.50
		survey discussion					

**Total Billable Labor 59.75 5,318.00** OK

**Total Labor 59.75 5,318.00**

**Units:**

B	11/22/22			B:.0 Miles @ 0.87	36.00	.87	31.32
B	11/21/22			B:.0 Miles @ 0.87	32.00	.87	27.84
B	11/21/22			B: Units @ 11.44	2.00	11.44	22.88
B	11/23/22			B:.0 Miles @ 0.87	35.00	.87	30.45
B	11/23/22			B: Units @ 8.80	5.00	8.80	44.00
B	11/21/22			B: Units @ 11.44	7.00	11.44	80.08
B	11/23/22			B:.0 Miles @ 0.87	25.00	.87	21.75
B	11/22/22			B:.0 Miles @ 0.87	24.00	.87	20.88
B	11/23/22			B: Units @ 11.44	4.00	11.44	45.76
B	11/21/22			B:.0 Miles @ 0.87	30.00	.87	26.10

**Total Billable Units 200.00 351.06** OK

**Total Units 200.00 351.06**

**Total for LS01 259.75 5,669.06**

**Total for 040 259.75 5,669.06**

**Total for R3000215.00 274.00 7,279.31**

**Final Totals**

**Report Summary (Billing):**

	Hours	Labor	Consultants:	Expenses:	Units:
Billable	74.00	6,928.25			351.06
Held					
Written-off					
<b>Total</b>	<b>74.00</b>	<b>6,928.25</b>			<b>351.06</b>

## Beth Taubel

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**From:** Tim Bolwerk <Tim.Bolwerk@westwoodps.com>  
**Sent:** Wednesday, December 21, 2022 9:45 AM  
**To:** Jeremy Cords  
**Cc:** Philip Ramlet; Beth Taubel  
**Subject:** Westwood Monthly Invoice for November 2022  
**Attachments:** Invoice\_November\_2022\_Westwood.pdf; Project R3000215.00 Invoice Draft Unbilled Detail 2022-12-09 09-52-43\_FRNSA\_November 2022\_r1.pdf

Hi Phil/Jeremy/Beth – Attached is Westwood’s invoice (#3221200056) for services generally provided during the month of November 2022 and associated with the locks. Per usual, in addition to this invoice, I am also including a copy of our “unbilled detail” report which covers the time, staff, and expenses which generally is included on the associated monthly invoice. On the “unbilled detail” report, several billing phases are noted and then these phases are bolded on the invoice. Each phase is representative of a particular project that we have worked on in the past month and is generally associated with a lock or group of locks. The time and fee for each project is then listed on the unbilled detail and the invoice. Also, for each phase, comments are typically noted for each time entry so we know what the time was for. The comments do not show up on the invoice but are generally on the “unbilled detail” report that we receive to review time and expenses. Lastly, on the unbilled detail report, the first column that is on the report is for “Billing Status”. This is where we would normally indicate what should be invoiced, held or written off. If there is a W in the column, that time or expense would not show up on the invoice and would be written off so it does not show up on some future invoice. B in that column would indicate time to invoice and H would indicate time is being held for some reason.

A summary of what was worked on for each separate project on this invoice is as follows:

1. Phase 012 – Owner Representation - Time for Tim Bolwerk to prepare for and attend meetings with WDNR regarding dam inspection schedules and projects as well as to meet with WDNR and WE Energies regarding WE Energies electrical line relocation through the Appleton Canal/dam. Also had conference call with Jason Kent regarding Menasha electrical fish barrier and looking through documents from original preliminary design at Menasha Lock. Remaining time in this phase was spent on general project admin/management work associated with the various projects.
2. Phase 023 – Menasha Lock Transfer system – Bob Givens also had some time associated with discussions with Jason Kent on the electrical fish barrier at the Menasha Lock and document reviews associated with that discussion that were listed in this phase.
3. Phase 40 – Electrical Resistivity Study – Time for surveyors to go out and perform topographic surveys at the six locations where the electrical resistivity study was to be performed. Also, time for Tim Bolwerk and Kyle Weeks for coordination with Terracon and FRNSA on the ER work as well as the survey requirements.

Please review the invoice and if you have any questions or need additional information or would like to meet to discuss, just let me know.

Thank you and Happy Holidays to each of you and your families !!!

### Tim Bolwerk, PE

Senior Geotechnical Engineer / Project Manager

tim.bolwerk@westwoodps.com

Licensed in WI

direct (920) 830-6150

main (920)-735-6900

### Westwood

1 Systems Drive  
Appleton, WI 54914