



MEMO

Engineering Department

To: Board of Public Works
From: John Neumeier, Director of Public Works/City Engineer
Date: 5/5/2025
Re: 2e - US Army Corps of Engineers – Right of Entry for Construction

Background information:

The U.S. Army Corps of Engineers, Chicago District (USACE LRC) is currently completing design work for maintenance and repairs to the right abutment of the Kaukauna Dam. To facilitate these repairs, USACE is seeking a right-of-entry to use lands held by the City of Kaukauna adjacent to the work area for a temporary laydown and storage area. The requested term of this ROE is July 1st, 2025 to January 1st, 2027, with an expected period of active construction between November 2025 and November 2026.

Please review the attached ROE and let me know if there are any questions or concerns.

Strategic Plan: NA

Budget: NA

Staff Recommended Action:

Motion to authorize staff to negotiate a final agreement and to authorize the Mayor and City Clerk to sign the Right-of-Entry for Construction, utilizing Central Park, on behalf of the City of Kaukauna.

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Kaukauna Right Abutment Repair (Project, Installation, or Activity)	300 323040900 (Tract Number or Other Property Identification)
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The undersigned, hereinafter called the “Owner,” hereby grants to the UNITED STATES OF AMERICA, hereinafter called the “Government,” a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents, and assigns an irrevocable right to enter upon the lands hereinafter described at any time between July 1st, 2025 and January 1st, 2027, in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government’s employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government’s liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner’s remainder caused by such damage.

The land affected by this right-of-entry is located in the County of Outagamie, State of Wisconsin, and is described as follows: portions of tax parcels 300 & 323040900 depicted as “Laydown Area” in Exhibit A, which is attached and made a permanent part thereof, excepting any existing real estate rights already held by the Government.

WITNESSES MY HAND AND SEAL this _____ day of _____, 20____

CITY OF KAUKUANA

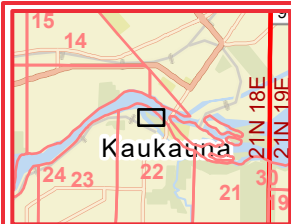
Signature

Name

Title

UNITED STATES OF AMERICA

By: _____
MICHAEL B. ROHDE
Chief, Real Estate
Real Estate Contracting Officer



KAUKAUNA RIGHT ABUTMENT REPAIR OUTAGAMIE COUNTY, WI EXHIBIT A



**US Army Corps
of Engineers®**



NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the
 _____ of the _____
 and that _____, who signed the agreement on behalf of the
 _____ was at the time of signature its
 _____, and that the person who executed the agreement on behalf
 of the _____ acted within his/her statutory
 authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, 2023.

 (Name)

 (Title)