



MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Tuesday, June 7, 2016	7:00 p.m.	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA/ORDER OF THE DAY

D. PUBLIC INPUT

Members of the public are welcome to address the Commission and Town Board. Individuals wishing to speak on an item (whether on the agenda or not) must sign in prior to the start of the meeting and may speak during the Public Input segment of the meeting. This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience. Note regarding non-agendized Town related matters: Pursuant to WI Statutes 19.83(2) and 19.84(2), the public may present matters; however, they cannot be discussed or acted upon until specific notice of the subject matter of the proposed action can be given.

E. CONSENT AGENDA

(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)

1. Approve Regular Joint Meeting minutes – May 17, 2016

F. FINANCIAL REPORTS

1. Approval of Voucher List – June 7, 2016
2. Accept March Budget Statement

G. NEW BUSINESS

1. Sanitary District No. 3 budget adjustment to add Forest View pond fountain project, recognize contributed funds/revenue, and approve project (\$10,000).
2. Professional Services Agreement, McMahon Associates, for the installation and management of aquatic plants and obtaining prairie seeding quotes for the north and south ponds on Bluemound Drive and the Horizons pond.

H. ADJOURNMENT

Accommodation Notice

Any person requiring special accommodation who wishes to attend this meeting should contact **(Administration at 832-1573)** at least 48 hours in advance

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – MAY 17, 2016

CALL TO ORDER/ROLL CALL

Meeting called to order at 7:02 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Jeff Nooyen, Travis Thyssen, Bruce Sherman, Jim Pleuss, and Karen L. Weinschrott, Town Clerk

STAFF: Jim March, Town Administrator; Bob Buckingham, Community Development Director; Tim Bantes, Fire Chief; Julie Wahlen, Finance Director; Greg Peterson, Police Chief; Bob Heimann, IT Director; Tom Marquardt, Director of Public Works; Mike Patza, Town Planner; several Police Officers; Carl Sutter, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices.

OTHERS: 8 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

Motion (Nooyen/Pleuss) to approve the agenda as printed. Motion carried.

PUBLIC INPUT

Bill Falck, Commander of American Legion Post 38, stated they would like to abandon the road because they have two entrances on the side street; they could then expand their parking lot during baseball season. He brought in satellite photos showing the abandoned property to the north. He would like to know why they are treated differently from other businesses.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – May 3, 2016

Accept Monthly Report – April 2016

Motion (Thyssen/Sherman) to approve the minutes and accept the monthly report. Motion carried.

Clerk Weinschrott explained the minutes should be amended because the corner lots were not given credits as printed.

Motion (Nooyen/Pleuss) to amend the minutes. Motion carried.

FINANCIAL REPORTS

Approval of Voucher Lists – May 17, 2016

San 1, 2, 3 & East Side – \$194,755.07; ACH – \$11,281.20

Accept Budget Statement – February 2016

Motion (Nooyen/Pleuss) to approve the voucher list and accept budget statement. Motion carried.

UNFINISHED BUSINESS

Final Resolution SD3-04-2016 for College Avenue Frontage Road declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2013-14 as amended for storm

sewer installation.

Motion (Nooyen/Schowalter) to adopt Final Resolution SD3-04-2016.

Supv. Sherman questioned why they cannot abandon the road.

Dir. Marquardt explained eastbound traffic would not be able to turn on either frontage road. They would have to turn in by American Legion in order to access Les Stumpf Ford and Matthews Tire. This would be an access issue for those that are not a corner lot. This is a public road and they are currently bound by Statutes to provide access to the properties. The road may be needed in the future for other access or expansion of College Avenue.

Atty. Rossmeissl concurred that municipalities do have the responsibility to provide access. He does not know what the quality of the remaining access would be, but there is a requirement that access be provided to all parcels.

Motion carried. Sherman opposed.

NEW BUSINESS

Accept and file 2015 Compliance Maintenance Annual Report.

Motion (Nooyen/Pleuss) to accept and file the 2015 CMA report. Motion carried.

Approval of Contract Change Order #1 for 2016 Sanitary Sewer Televising Contract 2015-22 in the amount of \$313.08.

Motion (Thyssen/Sherman) to approve. Motion carried.

ADJOURNMENT

Motion (Thyssen/Sherman) to adjourn. Motion carried.

Meeting adjourned 7:13 p.m.

These minutes were taken at a regular meeting held on May 17, 2016 and entered in this record book, May 18, 2016 by:

Karen L. Weinschrott

Karen L. Weinschrott, Town Clerk

Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District

INITIAL DRAFT

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 90309:						73,222.74
90316	06/07/2016	MCAHON	902104	UNPS PLANNING GRANT	63-03-82000-210	12,756.80
90316	06/07/2016	MCAHON	902106	LANSER LN DESIGN AND WDNR PERMITS	63-00-10700	793.59
90316	06/07/2016	MCAHON	902107	AMBERWOOD LANE DITCHING SERVICES THROU	63-03-82000-210	84.90
90316	06/07/2016	MCAHON	902108	BENTWOOD POND RESTORATION REDESIGN SER	63-00-10700	791.30
90316	06/07/2016	MCAHON	902172	MUD CREEK DREDGING E/O LYNNDALE PROFESS	63-00-10700	2,131.00
90316	06/07/2016	MCAHON	902184	N GILLET ST URBANIZATION WETLAND DELINEA	63-00-10700	42.13
90316	06/07/2016	MCAHON	92176	HICKORY FARM STORM SEWER CONSTRUCTION	63-00-10700	8,374.98
Total 90316:						24,974.70
90321	06/07/2016	OUTAGAMIE COUNTY TREAS	109604	HAUL STREET SWEEPINGS	63-03-82000-290	2,844.10
Total 90321:						2,844.10
90326	06/07/2016	PRECISION SEALCOATING IN	051816	STREET SWEEPING	63-03-82000-290	5,768.10
Total 90326:						5,768.10
Total 63:						115,869.32
Grand Totals:						209,362.95

Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Bruce Sherman, Commissioner: _____

Jim Pleuss, Commissioner: _____

Karen L. Weinschrott, Secretary: _____

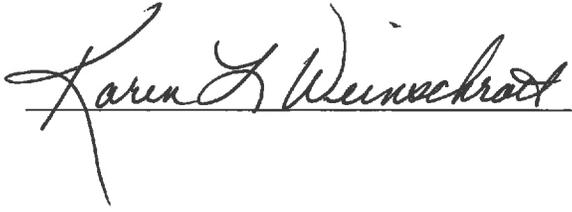
Julie M. Wahlen, Treasurer: _____

M = Manual Check, V = Void Check

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
61						
90285	05/24/2016	POSTMASTER	05202016	POSTAGE / PERMIT	61-01-90300-311	1,327.82
Total 90285:						1,327.82
90287	05/31/2016	US POSTMASTER	052616	POSTAGE FOR CCR REPORT	61-01-90300-311	1,205.17
Total 90287:						1,205.17
90306	06/07/2016	HD SUPPLY WATERWORKS L	E994510	SENSUS SMART POINTS	61-00-10700	38,820.00
90306	06/07/2016	HD SUPPLY WATERWORKS L	E994608	SENSUS SMART POINTS	61-00-10700	18,800.00
90306	06/07/2016	HD SUPPLY WATERWORKS L	E994636	SENSUS SMART POINTS	61-00-10700	18,800.00
Total 90306:						76,420.00
90316	06/07/2016	MCMAHON	902198	INTEGRITY WAY TO MICHAELS WATER MAIN DESI	61-00-10700	2,776.70
Total 90316:						2,776.70
90329	06/07/2016	RB ELECTRONICS	6953	BNC CONNECTOR	61-01-90200-390	49.70
Total 90329:						49.70
Total 61:						81,779.39
62						
90299	06/07/2016	DONALD HIETPAS & SONS IN	042016-PERKI	REPAIR SANITARY MAIN 707 PERKINS ST	62-02-83100-390	7,825.64
Total 90299:						7,825.64
90316	06/07/2016	MCMAHON	902182	2015 SANITARY SEWER TELEVISIONING	62-02-83100-390	618.60
Total 90316:						618.60
90324	06/07/2016	PJK CO INC	10018531	ANNUAL SERVICE AGREEMENT	62-02-83400-390	3,270.00
Total 90324:						3,270.00
Total 62:						11,714.24
63						
90286	05/26/2016	WE ENERGIES	APRIL 2016	GAS & ELECTRIC BILL APRIL 2016	63-03-82000-220	7,226.53
Total 90286:						7,226.53
90293	06/07/2016	ARTHUR J GALLAGHER & CO	1761048	CYBER LIABILITY	63-00-16500	1,678.80
Total 90293:						1,678.80
90298	06/07/2016	CITY OF NEENAH	35631	INSURANCE	63-03-82000-134	154.35
Total 90298:						154.35
90309	06/07/2016	KRUCZEK CONSTRUCTION IN	HICKORY FA	HICKORY FARM STORM SEWER PAYMENT #1-RET	63-00-10700	73,222.74

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
05/19/2016	JP MORGAN CHASE	MAY16-233	CC-THE HOME DEPOT 4903MARKERS AND WIRE	61-00-10700	129.82
05/19/2016	JP MORGAN CHASE	MAY16-234	CC-BAUM MACHINE INCWATER METER SPACERS	61-00-10700	1,300.00
05/19/2016	JP MORGAN CHASE	MAY16-235	CC-MENARDS APPLETON WESTELECTRICAL TAPE	61-01-66300-390	16.31
05/19/2016	JP MORGAN CHASE	MAY16-236	CC-THE HOME DEPOT 4903LIGHT BULBS AND ELECTRICAL TAPE	61-01-67300-390	16.43
05/19/2016	JP MORGAN CHASE	MAY16-237	CC-DAVIES WATER #1476WATERMAIN PARTS	61-01-67300-390	856.00
05/19/2016	JP MORGAN CHASE	MAY16-238	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	120.00
05/19/2016	JP MORGAN CHASE	MAY16-239	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	120.00
05/19/2016	JP MORGAN CHASE	MAY16-240	CC-MCCCLEAN STONE	61-01-67300-390	101.60
05/19/2016	JP MORGAN CHASE	MAY16-241	CC-MENARDS APPLETON WESTSUPPLIES FOR WATER SAMPLES	61-01-67300-390	60.62
05/19/2016	JP MORGAN CHASE	MAY16-242	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	135.00
05/19/2016	JP MORGAN CHASE	MAY16-243	CC-DAVIES WATER #1476STOP BOX	61-01-67500-390	368.77
05/19/2016	JP MORGAN CHASE	MAY16-244	CC-DAVIES WATER #1476LOCATOR REPAIR	61-01-67500-390	549.00
05/19/2016	JP MORGAN CHASE	MAY16-245	CC-DAVIES WATER #1476GAL HYD OIL	61-01-67700-390	166.00
05/19/2016	JP MORGAN CHASE	MAY16-246	CC-OSHKOSH FIRE & POLICEHOSE BOWL ALUM CPLG	61-01-67700-390	200.00
05/19/2016	JP MORGAN CHASE	MAY16-247	CC-CDW GOVERNMENTS SOFTWARE (10%)	61-01-92300-290	1,201.78
05/19/2016	JP MORGAN CHASE	MAY16-248	CC-LEXISNEXIS RISK DATNAME SEARCHES (33.58%)	61-01-93000-390	57.75
Total 160519100:					5,399.08
05/20/2016	CITY OF APPLETON	052016	2900 N ONEIDA ST	61-01-60200-390	676,607.41
Total 160520002:					676,607.41
Total 61:					682,006.49
62					
05/19/2016	JP MORGAN CHASE	MAY16-249	CC-IN *ENVIROTECH EQUIPMETUBE CLAMP	62-02-82700-340	68.35
05/19/2016	JP MORGAN CHASE	MAY16-250	CC-MCCBREAKER RUN AND ROAD STONE	62-02-83100-390	649.72
05/19/2016	JP MORGAN CHASE	MAY16-251	CC-DAVIES WATER #1476PERKINS ST SEWER PROJECT (25.13%)	62-02-83100-390	789.83
05/19/2016	JP MORGAN CHASE	MAY16-252	CC-FOX VALLEY SAFTEY ANDSEWER GAS MONITOR	62-02-83100-390	1,148.28
05/19/2016	JP MORGAN CHASE	MAY16-253	CC-BALL AUTO PARTS 000202PARTS TO REPAIR LIFT STATION	62-02-83200-390	49.24
05/19/2016	JP MORGAN CHASE	MAY16-254	CC-WW GRAINGERRAGS TO REPAIR LIFT STATION	62-02-83200-390	29.60
05/19/2016	JP MORGAN CHASE	MAY16-255	CC-BALL AUTO PARTS 000202PARTS TO REPAIR LIFT STATION	62-02-83200-390	69.99
05/19/2016	JP MORGAN CHASE	MAY16-256	CC-THE HOME DEPOT 4903LIFT STATION PARTS	62-02-83200-390	31.31
05/19/2016	JP MORGAN CHASE	MAY16-257	CC-FOX VALLEY SAFTEY ANDGAS MONITOR	62-02-83402-390	100.00
05/19/2016	JP MORGAN CHASE	MAY16-258	CC-CDW GOVERNMENTS SOFTWARE (10%)	62-02-85100-290	1,201.78
Total 160519100:					4,138.10
05/20/2016	CITY OF APPLETON	040116	ONEIDA PARK	62-02-82600-290	7,092.20
Total 160520002:					7,092.20
Total 62:					11,230.30
63					
05/19/2016	JP MORGAN CHASE	MAY16-259	CC-DAVIES WATER #1476PARTS FOR HICKORY FARM PROJECT (74.8	63-00-10700	2,352.65
05/19/2016	JP MORGAN CHASE	MAY16-260	CC-CDW GOVERNMENTS SOFTWARE (10%)	63-03-82000-290	1,201.78
Total 160519100:					3,554.43
Total 63:					3,554.43
Grand Totals:					696,791.22

Karen L. Weinschrott, Secretary:



Date: 6/1/16

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #1
2016 BUDGET STATEMENT
MARCH 2016**

	2016 BUDGET	CURRENT MONTH	2016 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	515,980	34,402	108,339	21%	407,641
OPERATIONS AND MAINTENANCE	5,479,370	474,245	252,966	5%	5,226,404
Subtotal-Operating Expense	5,995,350	508,647	361,305	6%	5,634,045.15
DEBT SERVICE	470,000	-	40,000	9%	430,000
CAPITAL IMPROVEMENTS	1,016,920	46,426	112,361	11%	904,559
Subtotal-Capital Expenses	1,486,920	46,426	152,361	10%	1,334,559
TOTAL EXPENSE	7,482,270	555,073	513,666	7%	6,968,604.18
REVENUES					
Operating Revenues	6,627,826	307,493	1,063,591	16%	5,564,235
Capital Revenues	1,012,000	-	1,412	0%	1,010,588
TOTAL REVENUES	7,639,826	307,493	1,065,003	14%	6,574,823
Operating Net Income	632,476		702,286		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #2
2016 BUDGET STATEMENT
MARCH 2016**

	2016 BUDGET	CURRENT MONTH	2016 YTD	%	REMAINING BUDGET
EXPENSES					
PERSONNEL	352,570	27,529	73,874	21%	278,696
OPERATIONS AND MAINTENANCE	2,369,855	134,138	283,354	12%	2,086,501
Subtotal-Operating Expense	2,722,425	161,667	357,229	13%	2,365,196
DEBT SERVICE	375,000	-	-	0%	375,000
CAPITAL IMPROVEMENTS	658,800	3,429	5,963	1%	652,837
Subtotal-Capital Expenses	1,033,800	3,429	5,963	1%	1,027,837
TOTAL EXPENSE	3,756,225	165,095	363,192	10%	3,393,033
REVENUES					
Operating Revenues	3,160,750	204,799	465,930	15%	2,694,819.78
Capital Revenues	612,000	-	-	0%	612,000
TOTAL REVENUES	3,772,750	204,799	465,930	12%	3,306,819.78
Operating Net Income	438,325		108,702		

**TOWN OF GRAND CHUTE
SANITARY DISTRICT #3
2016 BUDGET STATEMENT
MARCH 2016**

	2016 BUDGET	CURRENT MONTH	2016 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	264,780	17,915	51,333	19%	213,447
OPERATIONS AND MAINTENANCE	823,957	10,698	42,107	5%	781,850
Subtotal-Operating Expense	1,088,737	28,613	93,439	9%	995,298
DEBT SERVICE	905,000	-	95,000	10%	810,000
CAPITAL IMPROVEMENTS	1,525,250	14,881	19,422	1%	1,505,828
Subtotal-Capital Expenses	2,430,250	14,881	114,422	5%	2,315,828
TOTAL EXPENSE	3,518,987	43,495	207,861	6%	3,311,126
REVENUES					
Operating Revenues	3,045,800	180,300	425,191	14%	2,620,609
Capital Revenues	3,437,500	-	-	0%	3,437,500
TOTAL REVENUES	6,483,300	180,300	425,191	7%	6,058,109
Operating Net Income	1,957,063		331,751		

**TOWN OF GRAND CHUTE
EAST SIDE UTILITY DISTRICT
2016 BUDGET STATEMENT
MARCH 2016**

	2016 BUDGET	CURRENT MONTH	2016 YTD	% BUDGET	REMAINING BUDGET
EXPENSES					
PERSONNEL	8,000	-	-	0%	8,000
OPERATIONS AND MAINTENANCE	30,000	4,081	2,337	8%	27,663
Subtotal-Operating Expense	38,000	4,081	2,337	6%	35,663
CAPITAL IMPROVEMENTS					
Subtotal-Capital Expenses	-	-	-	0%	0
TOTAL EXPENSE	38,000	4,081	2,337	6%	35,663
REVENUES					
Operating Revenues	44,685	394	16,420	37%	28,265
TOTAL REVENUES	44,685	394	16,420	37%	28,265
Operating Net Income	6,685	(3,687)	14,083		



AGENDA REQUEST
6/7/2016

TOPIC: Sanitary District 3 Budget Adjustment and Project Approval - Forest View Pond fountain project

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Community Development	Submitted By: Robert Buckingham, CD Director & Julie Wahlen, Finance Director/Treasurer

ISSUE: Approval of budget adjustment and project approval for the Forest View Pond fountain project.

BACKGROUND/ANALYSIS: By agreement reached in 2015, the developer of the Forest View Estates plat transferred ownership of the subdivision ponds to Sanitary District 3 and funded a long-term maintenance account for Town use in providing pond upkeep. Sanitary District 3 has now received an anonymous contribution of \$10,000.00 to be used in the purchase, installation and maintenance of a fountain feature for the pond at the corner of N. Lynndale Drive and W. Grand Chute Blvd. This pond is at a highly visible location leading into two neighborhoods and into our own Town Center. A fountain at this location not only provides water quality benefit to the pond itself, but also provides an aesthetically pleasing streetscape element.

The fountain project is being recorded in an asset account since it meets the materiality threshold and longevity threshold to be listed as an asset. The following budget adjustments need to be made:

- 63-03-67520 Contributed Capital Assets = +\$8,520.00
- 63-03-63500 Miscellaneous Operating Revenues = +\$1,480.00

It is also necessary to approve expenditure from Sanitary District 3 in the amount of \$8,519.40 for the low quote of Lake and Pond Solutions Co. for installation of the fountain. The project cost components and fountain illustration are attached. The fountain work will be completed this summer.

RECOMMENDATION: Staff recommends Sanitary District 3 approval of the following:

1. Approve budget adjustments to revenue accounts 63-03-67520 Contributed Capital Assets = +\$8,520.00 and 63-03-63500 Miscellaneous Operating Revenues = +\$1,480.00.
2. Approve expenditure from Sanitary District 3 in the amount of \$8,519.40 to Lake and Pond Solutions Co. for complete installation of a fountain at the Forest View Pond as specified.

FISCAL IMPACT: CIP
Contributed funds providing all revenue associated with the project.

ATTACHMENTS: Lake and Pond Solutions Co. proposal and fountain illustration.



N1025 Julius Drive
 Greenville, WI 54942
 920-757-9447
 matt@lakeandpondsolutions.com
 www.lakeandpondsolutions.com

Estimate

Date	Number
5/13/2016	62619

Name / Address
Town of Grand Chute Sanitary District #3

P.O. No.	Terms	Rep	FOB
	Due on receipt	MJH	

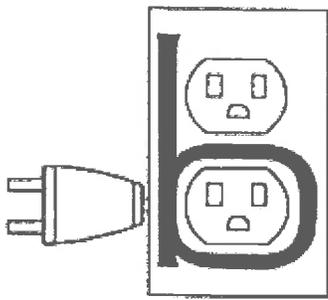
Qty	Description	Cost	Total
1	3 hp Master Series Fountain with 150 foot cable (with muskrat protection) and Control Panel (with Lakewood full flow)	7,605.00	7,605.00T
1	Crown and Geyser Nozzle (Add)	220.00	220.00T
1	Electrical Work per Buss Electric Quote	1,641.00	1,641.00T
	Discount	-946.60	-946.60
<p>Sirs,</p> <p>Thanks for your help</p> <p>We look forward to working with you.</p> <p>Sincerely, Matthew Harp Owner / Biologist</p>			

If you have any questions, please feel free to call me on my cell phone @ 920-858-3347.
 Matt Harp

Subtotal	\$8,519.40
Sales Tax (0.0%)	\$0.00
Total	\$8,519.40

Please call 920-757-9447 with any questions/concerns.

Signature _____



BUSS ELECTRIC, INC. RESIDENTIAL AND COMMERCIAL WIRING
PHONE 920-757-6501 • FAX # 920-757-6510 • W6168 GREENVILLE DR. • GREENVILLE, WI 54942-0676

May 12, 2016

Attn: Matt Harp
Lake and Pond Solutions Co
N1025 Julius Drive
Greenville, WI 54942

Re: Lyndale Pond

Matt:

We propose the following electrical work.

Furnish and install:

- 1 – Underground meter pedestal with built in circuit breaker for pond control panel
- 1 – 6” Wooden post for mounting of control box
- Trench (1) 2” PVC conduit from control box to pond
- Mount and terminate line voltage in control box

INCLUDES:

Grounding of service
Electrical permit

NOT INCLUDED:

Power company charges
Lawn restoration

BASE BID

\$1,641.00

Sincerely,

Skip Gloudemans

Timm “Skip” Gloudemans
Buss Electric





Grand Chute

AGENDA REQUEST 6/7/2016

TOPIC: Professional Services Agreements with McMahon Associates, for installation and management of aquatic plants and obtaining prairie seeding quotes for the north and south ponds on Bluemound Drive and the Horizons pond.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 3
Department Reporting: Public Works	Submitted By: Thomas J. Marquardt, P.E., Director of Public Works 

ISSUE: Shall the Sanitary Commission approve the agreements for installation and management of aquatic plants and obtaining prairie seeding quotes for the north and south ponds on Bluemound Drive and the Horizons pond with McMahon Associates for the following costs:

North Bluemound Pond	\$7,900
South Bluemound Pond	\$5,000
Horizon Pond	\$10,800

BACKGROUND/ANALYSIS: Due to the specialized nature of the aquatic planting and prairie seeding, this work was not designed or bid in general contracts for the Bluemound or Horizon pond construction. Since all three of these ponds have been constructed by and will be the maintenance responsibility of the Town, they will set an expected level of planting for all other ponds (private and public) that will be constructed from this point forward. The proper establishment of the aquatic plants and prairie plantings will determine the amount of on-going maintenance that will be required by Town staff. The goal is to have an attractive, low maintenance storm water facilities that performs as designed, now and into the future.

RECOMMENDATION: Staff recommends that the Sanitary Commission approve the professional service agreements for each of the three ponds in the amounts not to exceed the following:

North Bluemound Pond	\$7,900
South Bluemound Pond	\$5,000
Horizon Pond	\$10,800

FISCAL IMPACT: CIP & TIF FUNDING

The Bluemound Ponds are funded by Sanitary District No. 3 as part of the Bluemound Street Urbanization project. The Horizon Pond is part of the Werner Electric/S. Casaloma TIF District project.

ATTACHMENTS:

Attachment No. 1	Professional Services Agreement for North Bluemound Pond
Attachment No. 2	Professional Services Agreement for South Bluemound Pond
Attachment No. 3	Professional Services Agreement for Horizon Pond
Attachment No. 4	Pond planting examples from around the Valley



AGREEMENT
For PROFESSIONAL SERVICES

Town of Grand Chute
Attn: Tom Marquardt, P.E., DPW
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913

Date: May 12, 2016

McM. No. M0032-9-16-00002

PROJECT DESCRIPTION:

Provide ecological services for installation and management of aquatic plants and obtain prairie seeding quotes for the Bluemound Drive North Pond, Grand Chute, Wisconsin in 2016.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Scope Of Services for this project:

- Prepare prairie landscape specifications.
- Obtain a minimum of two quotes from landscape contractors for prairie seeding.
- Spot herbicide cattails twice in late June and early July to prepare the safety shelf for native aquatic plantings and once in September.
- Supply and install 376 blue flag iris, 40 yellow water lily, 61 white water lily, 1,167 prickerelweed, 170 softstem bulrush, 150 threesquare bulrush, 76 burreed, and 376 lake sedge plants (2,416 plants).
- If needed, install shoreline goose fencing (1,460 feet) in the pond to deter geese. Fencing would be installed only if geese become problematic.
- Inspect the aquatic plants monthly from August to November.
- Inform Town of muskrat trapping needs based on field observations.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Town of Grand Chute 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 Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
 - ▼ Horizon Pond \$6,500 - \$7,900
(Does not include ±\$4,700 invoice from Marshland Aquatic Nursery to be paid by Owner.)

COMPLETION SCHEDULE:

The services will be provided for the year 2016.

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 Date Of This Agreement.

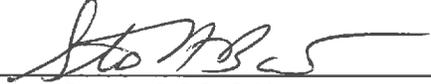
TOWN OF GRAND CHUTE
Wisconsin

McMAHON
Neenah, Wisconsin

By: _____
(Authorized Signature)

Title: _____

Date: _____

By: 

Title: Stuart A. Boerst, P.S.S., P.H.
Associate / Senior Ecologist

Date: May 12, 2016

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM

McMAHON

ENGINEERS ARCHITECTS

McMAHON GENERAL TERMS & CONDITIONS

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. 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. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for 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, 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.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to 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 Owner has been notified and agrees to these costs.
6. 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 Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to \$1,000,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner 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 documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner'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 Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner 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.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise 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.
14. The Owner 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 by the Owner. 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 Owner. McMAHON shall have no responsibility for such issues or resulting damages.

LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$154.00
Senior Planning	\$154.00
Project Manager - I	\$144.00
Project Manager - II	\$127.00
Vice President / Surveyor	\$134.00
Senior Surveyor	\$102.00
Surveyor	\$92.00
Surveyor Assistant - I	\$82.00
Surveyor Assistant - II	\$73.00
Surveyor Apprentice	\$39.00
Senior Electrical Engineer	\$140.00
Senior Project Engineer	\$134.00
Project Engineer - I	\$127.00
Project Engineer - II	\$110.00
Project Engineer - III	\$106.00
Project Engineer - IV	\$93.00
Project Engineer - V	\$75.00
Senior Engineering Technician - I	\$107.00
Senior Engineering Technician - II	\$95.00
Engineering Technician - I	\$87.00
Engineering Technician - II	\$75.00
Engineering Technician - III	\$61.00
Environmental Specialist - I	\$92.00
Environmental Specialist - II	\$71.00
Environmental Specialist - III	\$67.00
Plumbing Designer Technician	\$92.00
Erosion Control Technician	\$70.00
Senior Landscape Architect	\$154.00
Senior Architect	\$134.00
Architect	\$123.00
Architectural Designer	\$100.00
Architectural Designer - III	\$75.00
Architectural Intern - I	\$111.00
Architectural Intern - II	\$102.00
Architectural Intern - III	\$86.00
Architectural Intern - IV	\$48.00
Senior Ecologist	\$144.00
Senior Hydrogeologist	\$154.00
Senior G.I.S. Specialist	\$117.00
G.I.S. Specialist - I	\$75.00
G.I.S. Specialist - II	\$65.00
G.I.S. Technician	\$61.00
Environmental Scientist - I	\$140.00
Environmental Scientist - II	\$69.00
Environmental Scientist - III	\$65.00
Public Finance Specialist	\$107.00
Senior Draftsperson	\$100.00
Draftsperson	\$86.00
Draftsperson - I	\$61.00
Graphic Designer	\$82.00
Grant Administrator	\$62.00
Senior Administrative Assistant	\$76.00
Administrative Assistant	\$61.00
Intern	\$48.00
On-Site Project Representative	\$63.00
Principal	\$206.00
Professional Witness Services	\$285.00

Services subcontracted will be billed to the owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

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

CORPORATE HEADQUARTERS

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1445 McMAHON DRIVE
NEENAH, WI 54956

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

Ph 920.751.4200 | Fax 920.751.4284

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

DESCRIPTION	RATE
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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

REIMBURSABLE UNITS:

Large Format Paper Copies:

Black & White:

Up To 24" x 30"	\$0.60/Sheet
24" x 36"	\$0.70/Sheet
30" x 42"	\$1.00/Sheet
36" x 48"	\$1.35/Sheet

Color:

Color - 17" x 22"	\$7.00/sheet
Color - 22" x 34"	\$14.00/sheet
Color - 24" x 36"	\$15.00/Sheet
Color - 36" x 48"	\$28.00/Sheet

Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Mileage	\$0.575/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.50/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.50/Each
Survey Steel Fence Post - 1"	\$3.00/Each
Survey Cotton Spindle	\$1.25/Each
Landscaping Spikes	\$1.00/Each

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Ph 920.751.4200 | Fax 920.751.4284

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



AGREEMENT
For PROFESSIONAL SERVICES

Town of Grand Chute
Attn: Tom Marquardt, P.E., DPW
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913

Date: May 12, 2016

McM. No. M0032-9-16-00002

PROJECT DESCRIPTION:

Provide ecological services for installation and management of aquatic plants and obtain prairie seeding quotes for the Bluemound Drive South Pond, Grand Chute, Wisconsin in 2016.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Scope Of Services for this project:

- Prepare prairie landscape specifications.
- Obtain a minimum of two quotes from landscape contractors for prairie seeding.
- Spot herbicide cattails twice in late June and early July to prepare the safety shelf for native aquatic plantings and once in September.
- Supply and install 222 blue flag iris, 22 yellow water lily, 33 white water lily, 620 prickelweed, 86 softstem bulrush, 89 threesquare bulrush, 50 burreed, and 222 lake sedge plants (1,344 plants).
- If needed, install shoreline goose fencing (826') in the pond to deter geese. Goose fencing would be installed only if geese become problematic.
- Inspect the aquatic plants monthly from August to November.
- Inform Town of muskrat trapping needs based on field observations.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Town of Grand Chute 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 Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
 - ▼ Horizon Pond\$4,300 - \$5,000
(Does not include ±\$2,540 invoice from Marshland Aquatic Plant Nursery to be paid directly by Owner.)

COMPLETION SCHEDULE:

The services will be provided for the year 2016.

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 Date Of This Agreement.

**TOWN OF GRAND CHUTE
Wisconsin**

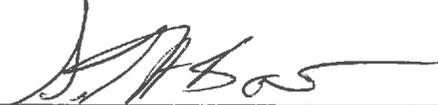
By: _____

(Authorized Signature)

Title: _____

Date: _____

**McMAHON
Neenah, Wisconsin**

By:  _____

Stuart A. Boerst, P.S.S., P.H.

Title: _____

Associate / Senior Ecologist

Date: _____

May 12, 2016

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956

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

PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
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3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
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Worker's Compensation	Statutory
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Bodily Injury - Per Incident / Annual Aggregate	\$1,000,000 / \$2,000,000
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9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner 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 documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner'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 Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner 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.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise 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.
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LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$154.00
Senior Planning	\$154.00
Project Manager - I	\$144.00
Project Manager - II	\$127.00
Vice President / Surveyor	\$134.00
Senior Surveyor	\$102.00
Surveyor	\$92.00
Surveyor Assistant - I	\$82.00
Surveyor Assistant - II	\$73.00
Surveyor Apprentice	\$39.00
Senior Electrical Engineer	\$140.00
Senior Project Engineer	\$134.00
Project Engineer - I	\$127.00
Project Engineer - II	\$110.00
Project Engineer - III	\$106.00
Project Engineer - IV	\$93.00
Project Engineer - V	\$75.00
Senior Engineering Technician - I	\$107.00
Senior Engineering Technician - II	\$95.00
Engineering Technician - I	\$87.00
Engineering Technician - II	\$75.00
Engineering Technician - III	\$61.00
Environmental Specialist - I	\$92.00
Environmental Specialist - II	\$71.00
Environmental Specialist - III	\$67.00
Plumbing Designer Technician	\$92.00
Erosion Control Technician	\$70.00
Senior Landscape Architect	\$154.00
Senior Architect	\$134.00
Architect	\$123.00
Architectural Designer	\$100.00
Architectural Designer - III	\$75.00
Architectural Intern - I	\$111.00
Architectural Intern - II	\$102.00
Architectural Intern - III	\$86.00
Architectural Intern - IV	\$48.00
Senior Ecologist	\$144.00
Senior Hydrogeologist	\$154.00
Senior G.I.S. Specialist	\$117.00
G.I.S. Specialist - I	\$75.00
G.I.S. Specialist - II	\$65.00
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Environmental Scientist - II	\$69.00
Environmental Scientist - III	\$65.00
Public Finance Specialist	\$107.00
Senior Draftsperson	\$100.00
Draftsperson	\$86.00
Draftsperson - I	\$61.00
Graphic Designer	\$82.00
Grant Administrator	\$62.00
Senior Administrative Assistant	\$76.00
Administrative Assistant	\$61.00
Intern	\$48.00
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Principal	\$206.00
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Services subcontracted will be billed to the owner at invoice cost plus 12%.

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Ph 920.751.4200 | Fax 920.751.4284

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DESCRIPTION	RATE
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REIMBURSABLE EXPENSES:

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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

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▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet

Color:

▪ Color - 17" x 22"	\$7.00/sheet
▪ Color - 22" x 34"	\$14.00/sheet
▪ Color - 24" x 36"	\$15.00/Sheet
▪ Color - 36" x 48"	\$28.00/Sheet

Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Mileage	\$.575/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.50/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.50/Each
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AGREEMENT
For PROFESSIONAL SERVICES

Town of Grand Chute
Attn: Tom Marquardt, P.E., DPW
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913

Date: May 12, 2016

McM. No. M0032-9-16-00002

PROJECT DESCRIPTION:

Provide ecological services for installation and management of aquatic plants and obtain prairie seeding quotes for the Horizon Pond, Grand Chute, Wisconsin in 2016.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Scope Of Services for this project:

- Prepare prairie and tree landscape specifications.
- Install shoreline goose fencing (2,235 feet) in the pond this spring to deter geese.
- Obtain a minimum of two (2) quotes from landscape contractors for prairie seeding and tree installation.
- Spot herbicide cattails twice in late June and early July to prepare the safety shelf for native aquatic plantings.
- Supply and install 230 blue flag iris, 65 yellow water lily, 152 white water lily, 250 prickelweed, 549 arrowhead, 384 softstem bulrush, 113 threesquare bulrush, 576 burreed, 192 river bulrush, 288 lake sedge and 288 water sedge plants (3,087 plants).
- Inspect the aquatic plants monthly from August to November.
- Inform Town of muskrat trapping needs based on field observations.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Town of Grand Chute 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 Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
 - ▼ Horizon Pond \$8,800 - \$10,800
(Does not include ±\$4,600 invoice from Marshland Aquatic Nursery to be paid directly by Owner.)

COMPLETION SCHEDULE:

The services will be provided for the year 2016.

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 Date Of This Agreement.

**TOWN OF GRAND CHUTE
Wisconsin**

By: _____

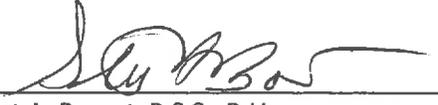
(Authorized Signature)

Title: _____

Date: _____

**McMAHON
Neenah, Wisconsin**

By: _____



Stuart A. Boerst, P.S.S., P.H.

Title: _____

Associate / Senior Ecologist

Date: _____

May 12, 2016

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM

McMAHON ENGINEERS ARCHITECTS McMAHON GENERAL TERMS & CONDITIONS

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
 2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. 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. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
 3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
 4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for 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, 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.
 5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to 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 Owner has been notified and agrees to these costs.
 6. 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 Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to \$1,000,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner 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 documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner'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 Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner 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.
 12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise 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.
 14. The Owner 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 by the Owner. 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 Owner. McMAHON shall have no responsibility for such issues or resulting damages.

LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$154.00
Senior Planning	\$154.00
Project Manager - I	\$144.00
Project Manager - II	\$127.00
Vice President / Surveyor	\$134.00
Senior Surveyor	\$102.00
Surveyor	\$92.00
Surveyor Assistant - I	\$82.00
Surveyor Assistant - II	\$73.00
Surveyor Apprentice	\$39.00
Senior Electrical Engineer	\$140.00
Senior Project Engineer	\$134.00
Project Engineer - I	\$127.00
Project Engineer - II	\$110.00
Project Engineer - III	\$106.00
Project Engineer - IV	\$93.00
Project Engineer - V	\$75.00
Senior Engineering Technician - I	\$107.00
Senior Engineering Technician - II	\$95.00
Engineering Technician - I	\$87.00
Engineering Technician - II	\$75.00
Engineering Technician - III	\$61.00
Environmental Specialist - I	\$92.00
Environmental Specialist - II	\$71.00
Environmental Specialist - III	\$67.00
Plumbing Designer Technician	\$92.00
Erosion Control Technician	\$70.00
Senior Landscape Architect	\$154.00
Senior Architect	\$134.00
Architect	\$123.00
Architectural Designer	\$100.00
Architectural Designer - III	\$75.00
Architectural Intern - I	\$111.00
Architectural Intern - II	\$102.00
Architectural Intern - III	\$86.00
Architectural Intern - IV	\$48.00
Senior Ecologist	\$144.00
Senior Hydrogeologist	\$154.00
Senior G.I.S. Specialist	\$117.00
G.I.S. Specialist - I	\$75.00
G.I.S. Specialist - II	\$65.00
G.I.S. Technician	\$61.00
Environmental Scientist - I	\$140.00
Environmental Scientist - II	\$69.00
Environmental Scientist - III	\$65.00
Public Finance Specialist	\$107.00
Senior Draftsperson	\$100.00
Draftsperson	\$86.00
Draftsperson - I	\$61.00
Graphic Designer	\$82.00
Grant Administrator	\$62.00
Senior Administrative Assistant	\$76.00
Administrative Assistant	\$61.00
Intern	\$48.00
On-Site Project Representative	\$63.00
Principal	\$206.00
Professional Witness Services	\$285.00

Services subcontracted will be billed to the owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

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

CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

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

Ph 920.751.4200 | Fax 920.751.4284

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

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
REIMBURSABLE UNITS:	
Large Format Paper Copies:	
Black & White:	
▪ Up To 24" x 30"	\$0.60/Sheet
▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet
Color:	
▪ Color - 17" x 22"	\$7.00/sheet
▪ Color - 22" x 34"	\$14.00/sheet
▪ Color - 24" x 36"	\$15.00/Sheet
▪ Color - 36" x 48"	\$28.00/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Mileage	\$.575/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.50/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.50/Each
Survey Steel Fence Post - 1"	\$3.00/Each
Survey Cotton Spindle	\$1.25/Each
Landscaping Spikes	\$1.00/Each

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ATTACHMENT No. 4









9/25/2015
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