



MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Thursday, April 7, 2016	Immediately following 7:00 p.m. Public Hearing	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 – March 15, 2016

F. FINANCIAL REPORTS

1. Approval of Voucher List – April 7, 2016
2. Budget Statements – December 2015

G. NEW BUSINESS

1. Approval of 2016 General Engineering Agreement with McMahon Associates, Inc. for Sanitary Districts No.1, 2 and 3.

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 GRAND CHUTE BLVD., GRAND CHUTE, WI – MARCH 15, 2016

CALL TO ORDER/ROLL CALL

Meeting called to order at 7:10 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; Tom Marquardt, Public Works Director; Bob Heimann, IT Director; Mike Patza, Town Planner; Mike Velie, Police; Dick Trilling, Matt Kasriel, Fire Department; several Fire Fighters; Carl Sutter, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 25 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

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

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve Regular Joint Meeting minutes – March 1, 2016  
Accept Monthly Report

**Motion (Thyssen/Nooyen) to approve the consent agenda. Motion carried.**

FINANCIAL REPORTS

Approval of Voucher Lists – March 15, 2016  
San 1, 2, 3 & East Side – \$155,799.19; ACH – \$156,642.36

Accept Budget Statement – November 2015

**Motion (Sherman/Thyssen) to approve the voucher lists and accept budget statement. Motion carried.**

RESOLUTIONS

Preliminary Resolution SD1-03-2016 declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2013-14 as amended for the Wren Drive Water Main Loop.

**Motion (Nooyen/Pleuss) to approve. Motion carried.**

Final Resolution SD3-03-2016 for Hickory Farm Lane declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2013-14 as amended for storm sewer installation.

**Motion (Thyssen/Schowalter) to approve.**

Dir. Marquardt explained they are not urbanizing the road because it still has 10+ years of life left before it needs to be redone. The property in question is getting assessed because it is an abutting property. The

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 GRAND CHUTE BLVD., GRAND CHUTE, WI – MARCH 15, 2016

storm sewer being put in is what they will need in the future for the urbanized road. There will not be any duplication of effort. This is consistent with the assessment policy.

Mr. Sutter explained the pipe will be buried and there will be no change to the ditches or the road.

**Motion carried.**

ADJOURNMENT

**Motion (Nooyen/Sherman) to adjourn. Motion carried.**

Meeting adjourned 7:16 p.m.

These minutes were taken at a regular meeting held on March 15, 2016 and entered in this record book, March 16, 2016 by:

*Karen L. Weinschrott*

Karen L. Weinschrott, Town Clerk

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

March 15, 2016

**INITIAL DRAFT**

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
<b>61</b>						
90092	04/07/2016	DONALD HIETPAS & SONS IN	030316-WTR	WATER MAIN BREAK REPAIR ON LAWRENCE ST	61-01-67300-390	3,303.45
Total 90092:						3,303.45
90099	04/07/2016	HD SUPPLY WATERWORKS L	E94435	SENSUS SMART POINTS	61-00-10700	18,800.00
90099	04/07/2016	HD SUPPLY WATERWORKS L	F264414	SENSUS METERS	61-00-10700	20,020.00
Total 90099:						38,820.00
Total 61:						42,123.45
<b>63</b>						
90075	04/07/2016	WE ENERGIES	022916-47527	GAS & ELECTRIC CHARGES FEBRUARY 2016	63-03-82000-220	8,792.77
Total 90075:						8,792.77
90089	04/07/2016	CITY OF NEENAH	35552	INSURANCE	63-03-82000-134	154.35
Total 90089:						154.35
90109	04/07/2016	MCMAHON	0901513	POND CAPACITY RESEARCH	63-03-82000-210	89.60
Total 90109:						89.60
Total 63:						9,036.72
Grand Totals:						51,160.17

Dave Schowalter, President: \_\_\_\_\_

Jeff Nooyen, Commissioner: \_\_\_\_\_

Travis Thyssen, Commissioner: \_\_\_\_\_

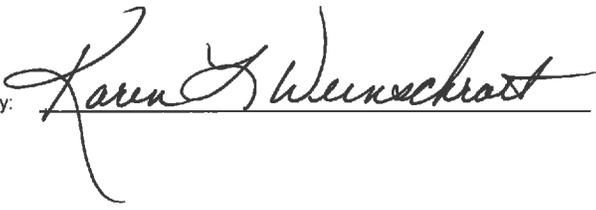
Bruce Sherman, Commissioner: \_\_\_\_\_

Jim Pleuss, Commissioner: \_\_\_\_\_

Karen L. Weinschrott, Secretary: \_\_\_\_\_

Julie M. Wahlen, Treasurer: \_\_\_\_\_

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
Total 160322100:					1,565.01
Total 63:					1,565.01
Grand Totals:					464,383.05

Karen L. Weinschrott, Secretary: 

Date: 3/30/16

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
<b>61</b>					
03/22/2016	JP MORGAN CHASE	MAR16-239	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	120.00
03/22/2016	JP MORGAN CHASE	MAR16-240	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	135.00
03/22/2016	JP MORGAN CHASE	MAR16-241	CC-DAVIES WATER #1476LONG SLEEVE L/A	61-01-67300-390	1,619.02
03/22/2016	JP MORGAN CHASE	MAR16-242	CC-DAVIES WATER #1476MEGALUG/GASKET	61-01-67300-390	1,052.00
03/22/2016	JP MORGAN CHASE	MAR16-243	CC-DAVIES WATER #1476RL BLAC POLY ENCASED	61-01-67300-390	172.00
03/22/2016	JP MORGAN CHASE	MAR16-244	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	120.00
03/22/2016	JP MORGAN CHASE	MAR16-245	CC-NCL OF WISCONSIN INCWATER SAMPLES SUPPLIES	61-01-67300-390	141.14
03/22/2016	JP MORGAN CHASE	MAR16-246	CC-LAWSON PRODUCTSNUITS AND BOLTS	61-01-67300-390	1,358.52
03/22/2016	JP MORGAN CHASE	MAR16-247	CC-CLEAN WATER TESTING LLWATER SAMPLES	61-01-67300-390	120.00
03/22/2016	JP MORGAN CHASE	MAR16-248	CC-UPS*2931A02E11FRETURN WATER SAMPLE SUPPLIES	61-01-67300-390	5.93
03/22/2016	JP MORGAN CHASE	MAR16-249	CC-UPS*1ZC83TU20390024613RETURN WATER SAMPLE SUPPLIES	61-01-67300-390	12.58
03/22/2016	JP MORGAN CHASE	MAR16-250	CC-HANNA INSTRUMENTSSUPPLIES FOR WATER SAMPLES	61-01-67300-390	95.00
03/22/2016	JP MORGAN CHASE	MAR16-251	CC-COMplete OFFICE OF WISPOST NOTES AND CALENDAR	61-01-92100-310	49.11
03/22/2016	JP MORGAN CHASE	MAR16-252	CC-FRV INC.SPLIT - SAN 1 (25%)	61-01-92100-310	134.19
03/22/2016	JP MORGAN CHASE	MAR16-253	CC-GAN*WI NEWSPAPERS-CCC PUBLICATIONS (19.29%)	61-01-92100-320	444.25
03/22/2016	JP MORGAN CHASE	MAR16-254	CC-SCHENCK SCAUDIT (16.69%)	61-01-92300-210	680.00
03/22/2016	JP MORGAN CHASE	MAR16-255	CC-GWAVA TECHNOLOGIES INC SPLIT - RETAIN SOFTWARE MAINT 3/	61-01-92300-290	132.00
03/22/2016	JP MORGAN CHASE	MAR16-256	CC-CDW GOVERNMENTSPLIT - PALO ALTO (FIREWALL MAINT) 4/01/1	61-01-92300-290	346.50
03/22/2016	JP MORGAN CHASE	MAR16-257	CC-DLT SOLUTIONS 703-773-SPLIT - SAN 1 (25%)	61-01-92300-290	198.57
03/22/2016	JP MORGAN CHASE	MAR16-258	CC-OPC*WI RURAL WTR CONFERENCE REGISTRATION-TODD	61-01-93000-330	170.00
03/22/2016	JP MORGAN CHASE	MAR16-259	CC-OPC MSC*SERVICE FEE 02PROCESSING FEE	61-01-93000-330	2.95
03/22/2016	JP MORGAN CHASE	MAR16-260	CC-OPC*WI RURAL WTR CONFERENCE REGISTRATION-ERTL	61-01-93000-330	65.00
03/22/2016	JP MORGAN CHASE	MAR16-261	CC-OPC MSC*SERVICE FEE 02PROCESSING FEE	61-01-93000-330	4.34
03/22/2016	JP MORGAN CHASE	MAR16-262	CC-AMERICAN PUBLIC WORKSMEMBERSHIP RENEWAL (25%)	61-01-93000-390	73.75
03/22/2016	JP MORGAN CHASE	MAR16-263	CC-LEXISNEXIS RISK DATNAME LOOK UP SEARCH (18.75%)	61-01-93000-390	22.50
Total 160322100:					7,274.35
Total 61:					7,274.35
<b>62</b>					
03/21/2016	CITY OF APPLETON	032116	MEMORY MELODY SEWER SERVICES	62-02-82600-290	453,534.43
Total 160321001:					453,534.43
03/22/2016	JP MORGAN CHASE	MAR16-264	CC-AMERICAN PUBLIC WORKSMEMBERSHIP RENEWAL (25%)	62-02-82700-390	73.75
03/22/2016	JP MORGAN CHASE	MAR16-265	CC-GWAVA TECHNOLOGIES INC SPLIT - RETAIN SOFTWARE MAINT 3/	62-02-85100-290	132.00
03/22/2016	JP MORGAN CHASE	MAR16-266	CC-CDW GOVERNMENTSPLIT - PALO ALTO (FIREWALL MAINT) 4/01/1	62-02-85100-290	346.50
03/22/2016	JP MORGAN CHASE	MAR16-267	CC-DLT SOLUTIONS 703-773-SPLIT - SAN 2 (25%)	62-02-85100-290	198.57
03/22/2016	JP MORGAN CHASE	MAR16-268	CC-FRV INC.SPLIT - SAN 2 (25%)	62-02-85100-310	134.19
03/22/2016	JP MORGAN CHASE	MAR16-269	CC-GAN*WI NEWSPAPERS-CCC PUBLICATIONS (19.29%)	62-02-85100-321	444.25
03/22/2016	JP MORGAN CHASE	MAR16-270	CC-SCHENCK SCAUDIT (16.69%)	62-02-85200-210	680.00
Total 160322100:					2,009.26
Total 62:					455,543.69
<b>63</b>					
03/22/2016	JP MORGAN CHASE	MAR16-271	CC-SCHENCK SCAUDIT (16.69%)	63-03-82000-210	680.00
03/22/2016	JP MORGAN CHASE	MAR16-272	CC-GWAVA TECHNOLOGIES INC SPLIT - RETAIN SOFTWARE MAINT 3/	63-03-82000-290	132.00
03/22/2016	JP MORGAN CHASE	MAR16-273	CC-CDW GOVERNMENTSPLIT - PALO ALTO (FIREWALL MAINT) 4/01/1	63-03-82000-290	346.50
03/22/2016	JP MORGAN CHASE	MAR16-274	CC-DLT SOLUTIONS 703-773-SPLIT - SAN 3 (25%)	63-03-82000-290	198.58
03/22/2016	JP MORGAN CHASE	MAR16-275	CC-FRV INC.SPLIT - SAN 3 (25%)	63-03-82000-310	134.18
03/22/2016	JP MORGAN CHASE	MAR16-276	CC-AMERICAN PUBLIC WORKSMEMBERSHIP RENEWAL (25%)	63-03-82000-390	73.75

**TOWN OF GRAND CHUTE  
SANITARY DISTRICT #1  
2015 BUDGET STATEMENT  
DECEMBER 2015**

	2015 BUDGET	CURRENT MONTH	2015 YTD	% BUDGET	REMAINING BUDGET
<b>EXPENSES</b>					
PERSONNEL	492,260	121,313	516,531	105%	(24,271)
OPERATIONS & MAINTENANCE	5,273,615	2,132,625	5,344,240	101%	(70,624)
Subtotal Operating Expense	5,765,875	2,253,939	5,860,770	102%	(94,894.96)
DEBT SERVICE	575,000	-	400,000	70%	175,000
CAPITAL IMPROVEMENTS	797,560	96,288	1,097,902	138%	(300,342)
Subtotal Capital Expenses	1,372,560	96,288	1,497,902	109%	(125,342)
<b>TOTAL EXPENSE</b>	<b>7,138,435</b>	<b>2,350,226</b>	<b>7,358,672</b>	<b>103%</b>	<b>(220,236.81)</b>
<b>REVENUES</b>					
Operating Revenues	6,578,526	872,690	5,795,845	88%	782,681
Capital Revenues	762,500	790,643	806,763	80%	155,737
<b>TOTAL REVENUES</b>	<b>7,341,026</b>	<b>1,663,333</b>	<b>6,402,609</b>	<b>87%</b>	<b>938,417</b>
Operating Net Income	812,651		(64,925)		

**TOWN OF GRAND CHUTE  
SANITARY DISTRICT #2  
2015 BUDGET STATEMENT  
DECEMBER 2015**

	2015 BUDGET	CURRENT MONTH	2015 YTD	%	REMAINING BUDGET
<b>EXPENSES</b>					
PERSONNEL	343,123	143,408	443,893	129%	(100,770)
OPERATIONS & MAINTENANCE	2,507,880	115,703	1,618,682	65%	889,198
Subtotal-Operating Expense	2,851,003	259,111	2,062,575	72%	788,429
DEBT SERVICE	415,000	-	150,000	36%	265,000
CAPITAL IMPROVEMENTS	660,390	(40,371)	269,186	41%	391,204
Subtotal-Capital Expenses	1,075,390	(40,371)	419,186	39%	656,204
<b>TOTAL EXPENSE</b>	<b>3,926,393</b>	<b>218,740</b>	<b>2,481,761</b>	<b>63%</b>	<b>1,444,632</b>
<b>REVENUES</b>					
Operating Revenues	3,012,700	523,832	3,052,161	101%	(39,461.47)
Capital Revenues	561,500	(217,321)	814,453	145%	(252,953)
<b>TOTAL REVENUES</b>	<b>3,574,200</b>	<b>306,511</b>	<b>3,866,614</b>	<b>108%</b>	<b>(292,414.48)</b>
Operating Net Income	161,697		989,587		

**TOWN OF GRAND CHUTE  
SANITARY DISTRICT #3  
2015 BUDGET STATEMENT  
DECEMBER 2015**

	2015 BUDGET	CURRENT MONTH	2015 YTD	%	REMAINING BUDGET
<b>EXPENSES</b>					
PERSONNEL	270,233	76,063	278,858	103%	(8,625)
OPERATIONS & MAINTENANCE	662,922	23,622	336,603	51%	326,319
Subtotal Operating Expense	933,155	99,686	615,461	66%	317,694
DEBT SERVICE	1,320,000	-	995,000	75%	325,000
CAPITAL IMPROVEMENTS	3,007,040	130,169	2,497,409	83%	509,631
Subtotal Capital Expenses	4,327,040	130,169	3,492,409	81%	834,631
<b>TOTAL EXPENSE</b>	<b>5,260,195</b>	<b>229,855</b>	<b>4,107,870</b>	<b>78%</b>	<b>1,152,325</b>
<b>REVENUES</b>					
Operating Revenues	3,031,200	504,864	3,015,051	99%	16,149
Capital Revenues	2,935,500	-	118,029	4%	2,817,471
<b>TOTAL REVENUES</b>	<b>5,966,700</b>	<b>504,864</b>	<b>3,133,080</b>	<b>53%</b>	<b>2,833,620</b>
Operating Net Income	2,098,045		2,399,591		

**TOWN OF GRAND CHUTE  
EAST SIDE UTILITY DISTRICT  
2015 BUDGET STATEMENT  
DECEMBER 2015**

	2015 BUDGET	CURRENT MONTH	2015 YTD	% BUDGET	REMAINING BUDGET
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**EXPENSES**

PERSONNEL	8,500	-	-	0%	8,500
OPERATIONS & MAINTENANCE	38,650	14,704	23,355	60%	15,295
Subtotal-Operating Expense	47,150	14,704	23,355	50%	23,795

CAPITAL IMPROVEMENTS	-	-	-	0%	-
Subtotal-Capital Expenses	-	-	-	0%	0

<b>TOTAL EXPENSE</b>	<b>47,150</b>	<b>14,704</b>	<b>23,355</b>	<b>50%</b>	<b>23,795</b>
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**REVENUES**

Operating Revenues	44,685	5,178	43,357	97%	1,328
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<b>TOTAL REVENUES</b>	<b>44,685</b>	<b>5,178</b>	<b>43,357</b>	<b>97%</b>	<b>1,328</b>
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Operating Net Income	(2,465)	(9,526)	20,002		
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January 4, 2016

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #1  
1900 West Grand Chute Boulevard  
Grand Chute, WI 54913

Re: 2016 GENERAL ENGINEERING AGREEMENT  
McM. No. G0007-9-16-00109

Dear Tom:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #1. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement for your execution.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2016 Fee Schedule is attached for reference. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated January 17, 2013, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #1

We appreciate having you as a client, and look forward to serving you in the future. In order to continue providing you with service, we have opened an account number to cover these services starting on January 4, 2016.

Respectfully,

McMAHON



Carl C. Sutter, P.E., CCS  
Senior Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (authorized signature)  
Thomas Marquardt, P.E., DPW  
Grand Chute Sanitary District #1

CCS:car

Enclosures:    General Terms & Conditions  
                     2016 Fee Schedule



January 4, 2016

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #2  
1900 West Grand Chute Boulevard  
Grand Chute, WI 54913

Re: 2016 GENERAL ENGINEERING AGREEMENT  
McM. No. G0005-9-16-00105

Dear Tom:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #2. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement or Memorandum Of Understanding for your use.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2016 Fee Schedule is attached. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated January 17, 2013, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #2

We appreciate having you as a client, and look forward to serving you in the future. In order to continue providing you with service, we have opened an account number to cover these services starting on January 4, 2016.

Respectfully,

McMAHON



Carl C. Sutter, P.E., CCS  
Senior Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (authorized signature)  
Thomas Marquardt, P.E., DPW  
Grand Chute Sanitary District #2

CCS:car

Enclosures:    General Terms & Conditions  
                    2016 Fee Schedule



January 4, 2016

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #3  
1900 West Grand Chute Boulevard  
Grand Chute, WI 54913

Re: 2016 GENERAL ENGINEERING AGREEMENT  
McM. No. G0003-9-16-00101

Dear Tom:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #3. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement for your execution.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2016 Fee Schedule is attached for reference. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated January 17, 2013, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Mr. Thomas Marquardt, P.E.  
Director of Public Works  
Grand Chute Sanitary District #3

We appreciate having you as a client, and look forward to serving you in the future. In order to continue providing you with continued service, we have opened an account number to cover these services starting on January 4, 2016.

Respectfully,

McMAHON



Carl C. Sutter, P.E., CCS  
Senior Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (authorized signature)  
Thomas Marquardt, P.E., DPW  
Grand Chute Sanitary District #3

CCS:car

Enclosures:    General Terms & Conditions  
                  2016 Fee Schedule

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
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	\$62.00
Environmental Specialist - I	\$92.00
Environmental Specialist - II	\$71.00
Environmental Specialist - III	\$67.00
Erosion Control Technician	\$72.00
On-Site Erosion Observation	\$72.00
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	\$73.00
G.I.S. Technician	\$67.00
Environmental Scientist - I	\$140.00
Environmental Scientist - II	\$73.00
Environmental Scientist - III	\$71.00
Public Finance Specialist	\$107.00
Senior Draftsperson	\$100.00
Draftsperson	\$86.00
Draftsperson - I	\$57.00
Graphic Artist	\$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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