



MEETING	DATE	TIME	LOCATION
Town Board	Tuesday, December 1, 2015	Follows 7:00 p.m. Sanitary District Meeting	Grand Chute Town Hall Board Room 1900 Grand Chute Blvd

A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF AGENDA/ORDER OF THE DAY

C. 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

D. 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. Approval of minutes: Regular meeting November 17, 2015
2. Licensing: (*applications on file in the clerk's office*)(*License Committee recommends approval*)
 - a. Operator Licenses to expire 2017 dated 11/13/15 and 11/19/15
 - b. Liquor Licenses:
 1. Class "B" Beer and "Class C" Wine application for Family Entertainment, LLC dba Funset Boulevard, 3916 W. College Avenue, Peggy M. Keil, Agent

E. FINANCIAL REPORTS

1. Approval of Voucher List – December 1, 2015

F. NEW BUSINESS

1. Approval of Development Agreement with Meijer Stores Limited Partnership for provision of infrastructure financing and public improvements in support of private development in Tax Increment District No. 2.
2. Appointment of Duane Boeckers to fill the unexpired term of Joseph Malenofski on the Plan Commission.
3. Appointment of John Weber as Alternate member on the Plan Commission.

G. ORDINANCE

1. Ordinance 18-2015 approving 2016 Fee Schedule.

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

TOWN BOARD MEETING – TOWN OF GRAND CHUTE - 1900 GRAND CHUTE BLVD., GRAND CHUTE, WI – NOVEMBER 17, 2015

CALL TO ORDER/ROLL

Meeting called to order at 7:05 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; Tom Marquardt, Public Works Director; Bob Heimann, IT Director; Mike Patza, Town Planner; Mike DeBruler, Matt Kasriel, Dick Trilling, Fire Department; Aaron Schellinger, Police; Carl Sutter, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 1 signed attendance

APPROVAL OF AGENDA/ORDER OF THE DAY

Motion (Pleuss/Sherman) to approve the agenda. Motion carried.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approval of Regular Meeting minutes November 3, 2015 and Special Meeting October 22, 2015

Licensing: *(applications on file in the clerk's office) (License Committee recommends approval)*

Operator's License Applications to expire: 2017 dated 11/6/15

Liquor License:

Original application for a Class A Cider license from Van Zeeland Oil Co., Inc., dba BB Mobil Mart, 4320 W. Prospect Avenue, Todd Van Zeeland, agent.

Pawnbroker License:

Renewal application for a pawnbroker license from Pawn American Wisconsin dba Pawn America, 500 Westhill Boulevard, John Koep, manager.

Special Event Permits: *(applications on file in the clerk's office) (Committee recommends approval)*

Fox Valley Muzzle Loaders, Len Doran, for Sportsman's Rummage/Trade Show on December 5, 2015, at Monarch Gardens, 2311 W. Spencer Street.

Accept Monthly Reports: Police Department, Fire Department, Community Development, and Public Works.

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

FINANCIAL REPORTS

Approval of Voucher List – November 17, 2015

\$1,119,781.46 (89639-89696); Payroll \$233,584.39; ACH \$709,656.99

Motion (Thyssen/Pleuss) to approve the voucher list. Motion carried.

NEW BUSINESS

TOWN BOARD MEETING – TOWN OF GRAND CHUTE - 1900 GRAND CHUTE BLVD., GRAND CHUTE, WI – NOVEMBER 17, 2015

Plan Commission Recommendations:

SE-28-15 Special Exception requested by John Lindsay/Xtra Auto Sales, dba West End Auto Sales, 2010 W. Wisconsin Avenue, for ownership and operation of an existing automobile sales establishment. Director Buckingham to report results from 11/17/15 PC meeting.

Dir. Buckingham reported the Plan Commission recommended approval.

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

SE-29-15 Special Exception requested by Tom VandeHey, dba Flip Autos, LLC, 1237 N. Lynndale Drive, for ownership and operation of an automobile wholesale business. Director Buckingham to report results from 11/17/15 PC meeting.

Dir. Buckingham reported the Plan Commission recommended approval.

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

Approval of Offer to Purchase Agreement with Garot Land Development, LLC and short sale mortgage release agreement with AnchorBank FSB for properties on W. Evergreen Drive (Tax Increment District No. 2).

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

Adoption of 2016-2020 CIP.

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

Adoption of 2016 Annual Town Budget.

Motion (Thyssen/Pleuss) to adopt. Motion carried.

2016 Plan Commission and Town Board meeting dates.

Motion (Nooyen/Sherman) to approve as published.

Supv. Pleuss asked to delete the meetings on July 5, 2016.

Chairman Schowalter explained the meeting could be cancelled in the future. He would like to give an opportunity if they need a meeting on July 5th instead of waiting until the second meeting in July.

Motion carried.

2016 Holiday Schedule.

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

RESOLUTION

Resolution TBR-23-2015 adopting the local mil rate for 2015 of \$4.3579910 per \$1,000 assessed valuation.

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

ADJOURNMENT

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

Meeting adjourned at 7:12 p.m.

These minutes were taken at a regular meeting held on November 17, 2015 and entered in this record book, November 18, 2015 by:

Karen L. Weinschrott

Karen L. Weinschrott, Town Clerk

Town of Grand Chute

November 18, 2015

INITIAL DRAFT

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2017). Amended applications where background check already complete and now resubmitted

NEW

	Approve	Deny
Blue, Rebecca R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Buss, Bridget A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jmel, Danielle M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Koeller, Caitlin D	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vargas de Campos, Ma del Rayo	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Whitlow, Amber M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wildman, Melissa L	<input checked="" type="checkbox"/>	<input type="checkbox"/>

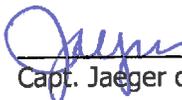


Capt. Jaeger or Chief Peterson

Date: 11/10/15_____

RENEWAL

	Approve	Deny
Chappa, Lisa J	<input checked="" type="checkbox"/>	<input type="checkbox"/>



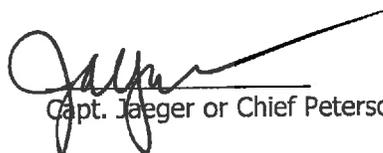
Capt. Jaeger or Chief Peterson

Date: 11/10/15_____

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2017). Amended applications where background check already complete and now resubmitted

NEW

	Approve	Deny
Dumoulin, Sara M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Figuroa, Victor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hunter, Ashley A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Huss, Samantha J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kilburg, Marissa C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McMahon, Robert D	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Meek, Kaleigh M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robinson, Steven C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Singh, Mahinder	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Capt. Jaeger or Chief Peterson

Date: 11/20/15_____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
89699	11/18/2015	OUTAGAMIE COUNTY TREAS	111815	PAYMENT FOR DOG LICENSES	10-00-24330	3,715.00
Total 89699:						3,715.00
89700	11/19/2015	WE ENERGIES - APPLETON	111615-TRAF	NEW ELECTRIC SERVICE FOR TRAFFIC SIGNALS	10-14-53311-348	282.00
Total 89700:						282.00
89702	11/19/2015	WE ENERGIES	111615	GAS & ELECTRIC BILL OCTOBER 2015	10-18-51600-220	36,742.99
Total 89702:						36,742.99
89703	12/01/2015	ACC PLANNED SERVICES INC	15416	SERVICE CALL FOR EXHAUST FANS AT TOWN HA	10-18-51600-360	2,517.72
Total 89703:						2,517.72
89704	12/01/2015	ADVANCE CONSTRUCTION	2015-21	BERM CONSTRUCTION	45-09-57731-000	258,537.50
Total 89704:						258,537.50
89705	12/01/2015	BAYCARE HEALTH SYSTEMS	Jul-Sep 2015	MED.DIRECTOR SERVICE	10-13-52200-210	250.00
Total 89705:						250.00
89706	12/01/2015	BEAVER PLUMBING & HEATIN	4892PF	FS 1 BATHROOM COUNTERTOP	10-13-52200-360	200.00
Total 89706:						200.00
89708	12/01/2015	CALNIN & GOSS INC	16011	TOP SOIL FOR LANDSCAPING	10-14-53311-340	85.00
Total 89708:						85.00
89709	12/01/2015	CITY OF NEENAH	35385	DECEMBER INSURANCE	46-09-56900-134	355.62
Total 89709:						355.62
89710	12/01/2015	COMMAND CENTRAL	18858	REPLACEMENT & TESTING VOTING MACHINES	10-12-51440-290	800.00
Total 89710:						800.00
89711	12/01/2015	DEPT OF JUSTICE	100115	BARTENDERS	10-12-51420-270	140.00
Total 89711:						140.00
89713	12/01/2015	DSPS	Oct15	STATE REVIEW FEES	10-11-52400-390	276.00
Total 89713:						276.00
89714	12/01/2015	ELECTION SOURCE	29766	TAMPER EVIDENT SEALS	10-12-51440-310	72.50
Total 89714:						72.50
89715	12/01/2015	FIRE APPARATUS & EQUIPME	14799	PNEUMATIC SPRING	10-13-52200-350	27.60
89715	12/01/2015	FIRE APPARATUS & EQUIPME	14804	TAIL LIGHT	10-13-52200-350	98.28
89715	12/01/2015	FIRE APPARATUS & EQUIPME	14810	LED LIGHT FOR ALF	10-13-52200-350	470.00
89715	12/01/2015	FIRE APPARATUS & EQUIPME	14830	HOOD STRUT	10-13-52200-350	36.30

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 89715:						632.18
89717	12/01/2015	FOX VALLEY VETERANS COU	11192015	REIMBURSE DOUBLE PAYMENT ON UTILITY BILL	99-00-21000	557.10
Total 89717:						557.10
89718	12/01/2015	FVTC EMS	11928	BLS CARD	10-13-52200-330	3.00
89718	12/01/2015	FVTC EMS	11929	BLS CARDS	10-13-52200-330	15.00
89718	12/01/2015	FVTC EMS	12054	BLS CARDS	10-13-52200-330	120.00
Total 89718:						138.00
89719	12/01/2015	GRAND CHUTE P.D. PETTY C		CULVERS-GIFT CARD/TRAINING	10-17-52120-390	205.31
Total 89719:						205.31
89720	12/01/2015	GRAND CHUTE PETTY CASH	111015	WCMA MEETING	10-18-51400-330	105.37
Total 89720:						105.37
89721	12/01/2015	GRAND CHUTE UTILITIES	11/05/15	FS 1 WATER	10-13-52200-220	111.13
89721	12/01/2015	GRAND CHUTE UTILITIES	110415-10104	WATER/SEWER BILL CARTERWOODS PARK	10-16-55200-220	682.25
89721	12/01/2015	GRAND CHUTE UTILITIES	110415-10180	WATER/SEWER BILL ARROWHEAD PARK	10-16-55200-220	491.74
Total 89721:						1,285.12
89722	12/01/2015	GREYWOLF PARTNERS INC	111615	UTILITY OVERPAYMENT	64-00-23201	97.68
Total 89722:						97.68
89724	12/01/2015	HOLLAND, ASHLEY	111615	UTILITY CUSTOMER REFUND OVERPAYMENT FIN	64-00-23201	196.48
Total 89724:						196.48
89725	12/01/2015	JACK'S LAWN & LANDSCAPE I	5207	REMOVE DEAD TREE ON PROSPECT/STAMES DR	10-14-53311-290	385.00
Total 89725:						385.00
89726	12/01/2015	JAMES M FICO, PH. D.	111315	LEADERSHIP PROFILE	10-17-52110-210	475.00
Total 89726:						475.00
89728	12/01/2015	JOHN'S SAW SERVICE	110515	STIHL CHAIN SAW	10-13-52200-380	1,223.96
Total 89728:						1,223.96
89729	12/01/2015	KAGERBAUER, KRISTIN M	110615	REFUND OVERPAYMENT B631297-2	10-15-45100	12.60
Total 89729:						12.60
89730	12/01/2015	KWIK TRIP	110115	FUEL	10-17-52100-344	412.33
Total 89730:						412.33
89731	12/01/2015	LOWNEYS LANDSCAPE CENT	4459	FINAL FALL CLEANUP	10-18-51600-290	297.00

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 89731:						297.00
89732	12/01/2015	MARCO INC NW7128	INV2903504	FS 2 COPIER	10-18-51400-290	30.19
89732	12/01/2015	MARCO INC NW7128	INV2907863	COPIERS MARY AND MAILROOM	10-18-51400-290	1,180.77
89732	12/01/2015	MARCO INC NW7128	INV2951232	COPIER/ STAPLES	10-18-51400-290	65.95
89732	12/01/2015	MARCO INC NW7128	INV2953695	FS 2 COPIER	10-18-51400-290	30.00
Total 89732:						1,306.91
89733	12/01/2015	MARCO, INC	17843863	3 COPIERS	10-18-51400-290	1,475.00
Total 89733:						1,475.00
89734	12/01/2015	MBM LEASING	173614	CANON IR 3230	10-18-51400-290	149.51
89734	12/01/2015	MBM LEASING	173782	CANON IR 3230	10-18-51400-290	149.51
Total 89734:						299.02
89735	12/01/2015	MCMAHON	0900675	DRAINAGE FACILITIES CHECK	10-11-52400-210	14.90
89735	12/01/2015	MCMAHON	0900677	DRAINAGE FACILITIES CHECK	10-11-52400-210	482.15
89735	12/01/2015	MCMAHON	0900679	DRAINAGE FACILITIES CHECK	10-11-52400-210	5,387.20
89735	12/01/2015	MCMAHON	0900695	DRAINAGE PLAN REVIEW	10-11-52400-210	1,247.70
89735	12/01/2015	MCMAHON	0900696	DRAINAGE PLAN REVIEW	55-16-57620-000	772.40
89735	12/01/2015	MCMAHON	900435	INTEGRITY WAY ON SITE REPRESENTATION THR	55-14-57331-000	9,375.49
89735	12/01/2015	MCMAHON	900682	GENERAL ENGINEERING SERVICES MCCARTHY R	10-14-53311-210	74.20
89735	12/01/2015	MCMAHON	900685	BLUEMOUND DR URBANIZATION ON SITE REPRE	55-14-57331-000	11,339.34
89735	12/01/2015	MCMAHON	900686	CASALOMA DR RECYCLING	55-14-57331-000	336.10
89735	12/01/2015	MCMAHON	900687	SPENCER ST CONSTR ADMN SERVICES THRU 10/	55-14-57331-000	119.50
89735	12/01/2015	MCMAHON	900688	COLLEGE AVE N FRONTAGE RD-BUEMOUND TO	55-14-57331-000	464.10
89735	12/01/2015	MCMAHON	900689	2015 HOT MIX ASPHALT PAVING SERVICES THRU	55-14-57331-000	232.27
89735	12/01/2015	MCMAHON	900690	CASALOMA DR/NEW HORIZON ON SITE REPRESE	55-14-57331-000	27,393.21
89735	12/01/2015	MCMAHON	900691	WHITE HAWK MEADOWS NORTH CONSTR ADMN	55-14-57331-000	2,970.95
89735	12/01/2015	MCMAHON	900692	INTEGRITY WAY ON SITE REPRESENTATION SER	55-14-57331-000	2,687.51
89735	12/01/2015	MCMAHON	900693	CAPITOL DR DESIGN SERVICES THRU 10/31/15	55-14-57331-000	1,002.05
89735	12/01/2015	MCMAHON	900694	PRAIRIE HILL PARK GRADING PLAN SERVICES TH	55-16-57620-000	1,466.75
89735	12/01/2015	MCMAHON	900697	MAPLE EDGE PARK	55-16-57620-000	1,118.40
89735	12/01/2015	MCMAHON	900698	CTH CB TO MAYFLOWER TRAIL RECREATIONAL T	55-16-57620-000	29.80
89735	12/01/2015	MCMAHON	900699	FORESTVIEW ESTATES STREET CONSTR SERVIC	55-14-57331-000	279.38
89735	12/01/2015	MCMAHON	900700	WHITEHAWK MEADOWS NORTH II STREET CONS	55-14-57331-000	1,372.50
89735	12/01/2015	MCMAHON	900701	SPENCER ST SIDEWALK CONSTR ADMN SERVICE	55-14-57331-000	2,147.10
89735	12/01/2015	MCMAHON	900703	EDGEWOOD ACRES 1ST ADDN STREET CONSTR	55-14-57331-000	646.24
Total 89735:						70,959.24
89736	12/01/2015	NATIONAL MANAGEMENT LLC	112015	OVERPAYMENT OF FINAL BILL	64-00-23201	81.00
Total 89736:						81.00
89737	12/01/2015	NORTHERN MANAGEMENT	111015	UTILITY CUSTOMER REFUND	64-00-23201	390.85
Total 89737:						390.85
89738	12/01/2015	OUTAGAMIE COUNTY EMERG	1016	REHAB SERVICE - TRIPARK	10-13-52200-290	37.66

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 89738:						37.66
89739	12/01/2015	OUTAGAMIE COUNTY TREAS	107623	VOTING PADS	10-12-51440-310	70.00
Total 89739:						70.00
89741	12/01/2015	REGISTRATION FEE TRUST	RRN13009140	LICENSE PLATE RENEWAL FOR ELECTION TRAILER	10-12-51420-390	33.00
89741	12/01/2015	REGISTRATION FEE TRUST	RRN76893140	LICENSE PLATE RENEWAL FOR POLICE TRAILER	10-17-52100-350	17.50
Total 89741:						50.50
89742	12/01/2015	ROBERT E LEE & ASSOCIATE	69890	PROFESSIONAL SERVICES FOR LANDFILL MONIT	10-14-53631-290	1,521.04
Total 89742:						1,521.04
89743	12/01/2015	TYLER TECHNOLOGIES INC	060-4241	ANNUAL ASSESSMENT SVCS	10-10-51502-290	7,200.00
89743	12/01/2015	TYLER TECHNOLOGIES INC	060-4242	2015 REVAL SVCS	10-10-51502-290	2,540.00
Total 89743:						9,740.00
89744	12/01/2015	WCMA	111115	WI CITY COUNTY MANAGEMENT MEMBERSHIP D	10-18-51400-321	182.07
Total 89744:						182.07
89746	12/01/2015	WELLS FARGO	5002596457	PW BREAK ROOM COPIER	10-18-51400-290	27.64
Total 89746:						27.64
89747	12/01/2015	WI DEPT OF JUSTICE	110215 G3246	BACKGROUND CHECKS	10-12-51420-270	49.00
Total 89747:						49.00
89748	12/01/2015	WISCONSIN DEPT OF REVEN	2015 MANUF	2015 MANUFACTURING PROPERTY ASSESSMENT	10-10-51502-390	6,258.48
Total 89748:						6,258.48
89749	12/01/2015	CR CANVAS SPECIALTIES INC	12692	MARTIN GEAR REPAIR	10-13-52200-391	284.74
Total 89749:						284.74
Grand Totals:						402,730.61

Dave Schowalter, Chairman: _____

Jeff Nooyen, Supervisor: _____

Travis Thyssen, Supervisor: _____

Bruce Sherman, Supervisor: _____

Jim Pleuss, Supervisor: _____

Karen L. Weinschrott, Clerk: _____

Julie M. Wahlen, Treasurer: _____

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
11/12/2015	DELTA DENTAL	111215	GCMW GROUP 2 DENTAL CLAIMS	10-00-13001	892.00
Total 151112001:					892.00
11/16/2015	REDEPOSITED ITEM FEE	111615	REDEPOSITED FEE	10-19-48110	5.00
11/16/2015	BENEFIT ADVANTAGE	393503	DCAP NOVEMBER BILLING	10-00-13001	180.00
Total 151116001:					185.00
11/18/2015	DELTA DENTAL	111815	GCMW GROUP 2 DENTAL CLAIMS	10-00-13001	935.00
Total 151118001:					935.00
11/19/2015	JP MORGAN CHASE	NOV15-10	CC-SHRED-IT GREEN BAY	10-13-52200-290	117.70
11/19/2015	JP MORGAN CHASE	NOV15-100	CC-FOX VALLEY TRUCKFLUID/HOUSING	10-14-53313-350	168.80
11/19/2015	JP MORGAN CHASE	NOV15-101	CC-CARQUEST 2353FILTERS	10-14-53313-350	88.82
11/19/2015	JP MORGAN CHASE	NOV15-102	CC-CARQUEST 2353FTILER	10-14-53313-350	35.34
11/19/2015	JP MORGAN CHASE	NOV15-103	CC-LAWSON PRODUCTS NUTS AND BOLTS	10-14-53313-350	232.08
11/19/2015	JP MORGAN CHASE	NOV15-104	CC-MATTHEWS TIRE APPLNEW TIRES	10-14-53313-350	567.12
11/19/2015	JP MORGAN CHASE	NOV15-105	CC-APPLIED MSSFLOOR MATS	10-14-53313-350	174.06
11/19/2015	JP MORGAN CHASE	NOV15-106	CC-OSHKOSH FIRE & POLICESPOT LIGHT BULBS	10-14-53313-350	1,360.00
11/19/2015	JP MORGAN CHASE	NOV15-107	CC-CARQUEST 2353MIMI LAMP	10-14-53313-350	11.80
11/19/2015	JP MORGAN CHASE	NOV15-108	CC-CARQUEST 2353FUSES	10-14-53313-350	44.53
11/19/2015	JP MORGAN CHASE	NOV15-109	CC-MATTHEWS TIRE APPLNEW TIRES	10-14-53313-350	597.92
11/19/2015	JP MORGAN CHASE	NOV15-11	CC-SHRED-IT GREEN BAY	10-17-52110-290	283.14
11/19/2015	JP MORGAN CHASE	NOV15-110	CC-BALL AUTO PARTS 000202FUEL FILTER	10-14-53313-350	12.00
11/19/2015	JP MORGAN CHASE	NOV15-111	CC-CARQUEST 2353FILTER/BATTERY	10-14-53313-350	338.70
11/19/2015	JP MORGAN CHASE	NOV15-112	CC-CARQUEST 2353FILTER	10-14-53313-350	20.79
11/19/2015	JP MORGAN CHASE	NOV15-113	CC-MONROE TRUCK EQUIPMOUNTED LIGHTS	10-14-53313-350	654.00
11/19/2015	JP MORGAN CHASE	NOV15-114	CC-CARQUEST 2353FILTER	10-14-53313-350	30.69
11/19/2015	JP MORGAN CHASE	NOV15-115	CC-ACCURATE ASW / AISPOLY RIB GOLD LABEL BELT	10-14-53313-350	32.77
11/19/2015	JP MORGAN CHASE	NOV15-116	CC-CARQUEST 2353FILTER/WINTER BLADE	10-14-53313-350	127.54
11/19/2015	JP MORGAN CHASE	NOV15-117	CC-CARQUEST 2353AIR FILTER	10-14-53313-350	11.99
11/19/2015	JP MORGAN CHASE	NOV15-118	CC-CARQUEST 2353RETURNED FILTER	10-14-53313-350	44.97
11/19/2015	JP MORGAN CHASE	NOV15-119	CC-CARQUEST 2353FILTERS	10-14-53313-350	32.99
11/19/2015	JP MORGAN CHASE	NOV15-12	CC-SHRED-IT GREEN BAY	10-18-51400-290	283.14
11/19/2015	JP MORGAN CHASE	NOV15-120	CC-MONROE TRUCK EQUIPMOTOR SHAFT	10-14-53313-350	478.76
11/19/2015	JP MORGAN CHASE	NOV15-121	CC-MATTHEWS TIRE APPLNEW TIRES	10-14-53313-350	521.72
11/19/2015	JP MORGAN CHASE	NOV15-122	CC-FOX VALLEY TRUCKPUSH FRAME	10-14-53313-350	315.84
11/19/2015	JP MORGAN CHASE	NOV15-123	CC-CARQUEST 2353BATTERY	10-14-53313-350	77.71
11/19/2015	JP MORGAN CHASE	NOV15-124	CC-CARQUEST 2353OIL FILTER	10-14-53313-350	47.52
11/19/2015	JP MORGAN CHASE	NOV15-125	CC-CARQUEST 2353FILTERS	10-14-53313-350	56.92
11/19/2015	JP MORGAN CHASE	NOV15-126	CC-CARQUEST 2353OIL FILTER	10-14-53313-350	47.52
11/19/2015	JP MORGAN CHASE	NOV15-127	CC-MOTION INDUSTRIES W102BALL BEARINGS	10-14-53313-350	86.88
11/19/2015	JP MORGAN CHASE	NOV15-128	CC-FACTORY MOTOR PARTS #1TRANS FILTER	10-14-53313-350	70.34
11/19/2015	JP MORGAN CHASE	NOV15-129	CC-L AND S TRUCK CENTERSERVICE ENGINE #4 AND OIL FILTER	10-14-53313-350	1,877.68
11/19/2015	JP MORGAN CHASE	NOV15-13	CC-SAMSCLUB #6321	10-13-52200-323	846.57
11/19/2015	JP MORGAN CHASE	NOV15-130	CC-CARQUEST 2353BRAKE PARTS	10-14-53313-350	172.01
11/19/2015	JP MORGAN CHASE	NOV15-131	CC-CARQUEST 2353BRAKE PADS	10-14-53313-350	122.87
11/19/2015	JP MORGAN CHASE	NOV15-132	CC-ADVANCED DISPOSAL ONLITRASH (61.3%)	10-14-53620-290	56,799.73
11/19/2015	JP MORGAN CHASE	NOV15-133	CC-ADVANCED DISPOSAL ONLITRASH (61.36%)	10-14-53620-290	56,888.92
11/19/2015	JP MORGAN CHASE	NOV15-134	CC-ADVANCED DISPOSAL ONLIRECYCLING (38.7%)	10-14-53635-290	35,886.40
11/19/2015	JP MORGAN CHASE	NOV15-135	CC-ADVANCED DISPOSAL ONLIRECYCLING (38.64%)	10-14-53635-290	35,828.95
11/19/2015	JP MORGAN CHASE	NOV15-136	CC-BUBRICKS COMPLETE OFFI	10-15-51200-347	128.42
11/19/2015	JP MORGAN CHASE	NOV15-137	CC-PIT-STOP PORTABLESPORTABLE TOILET FOR LECKER PARK	10-16-55200-290	78.50
11/19/2015	JP MORGAN CHASE	NOV15-138	CC-BICYCLE FEDERATION OFBIKE SUMMIT REGISTRATION	10-16-55200-330	40.00
11/19/2015	JP MORGAN CHASE	NOV15-139	CC-STO-COTE PRODUCTSICE RINK LINERS	10-16-55200-340	1,178.01

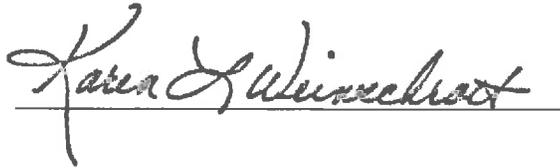
Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
11/19/2015	JP MORGAN CHASE	NOV15-14	CC-SAMSClub #8321	10-17-52100-325	646.57
11/19/2015	JP MORGAN CHASE	NOV15-140	CC-WWW.DICKSPORTNGGOODS.TAX CREDIT ON CAMERA	10-16-55200-340	9.00-
11/19/2015	JP MORGAN CHASE	NOV15-141	CC-WWW.DICKSPORTNGGOODS.SURVEILLANCE CAMERA FOR LE	10-16-55200-340	188.99
11/19/2015	JP MORGAN CHASE	NOV15-142	CC-THE HOME DEPOT 4903TOGGLE BOLTS	10-16-55200-340	57.64
11/19/2015	JP MORGAN CHASE	NOV15-143	CC-CRESCENT ELECTRIC 087LIGHT BULBS	10-16-55200-340	26.30
11/19/2015	JP MORGAN CHASE	NOV15-144	CC-THE HOME DEPOT 4903ANITFREEZE	10-16-55200-340	71.47
11/19/2015	JP MORGAN CHASE	NOV15-145	CC-THE HOME DEPOT 4903HOR/VERT UNIV SLVR	10-16-55200-340	10.47
11/19/2015	JP MORGAN CHASE	NOV15-146	CC-THE HOME DEPOT 4903PAINT	10-16-55200-340	28.98
11/19/2015	JP MORGAN CHASE	NOV15-147	CC-AMAZON MKTPLACE PMTSCAMERA SECURITY BOX	10-16-55200-360	40.94
11/19/2015	JP MORGAN CHASE	NOV15-148	CC-MILLS FLEET FARM 100PADLOCK,LOCKING CABLE	10-16-55400-340	62.27
11/19/2015	JP MORGAN CHASE	NOV15-149	CC-SNUG COTTAGE HARDWAREHARDWARE FOR NEW GATES	10-16-55400-340	295.70
11/19/2015	JP MORGAN CHASE	NOV15-15	CC-ORIENTAL TRADING CO	10-17-52100-325	221.94
11/19/2015	JP MORGAN CHASE	NOV15-150	CC-UNIFORM SHOPPE,THE	10-17-52100-291	434.65
11/19/2015	JP MORGAN CHASE	NOV15-151	CC-CHIEF SUPPLY	10-17-52100-325	757.49
11/19/2015	JP MORGAN CHASE	NOV15-152	CC-AMERICINNJOE TEIGEN - TASER INSTRUCTOR TRAINING -WISCO	10-17-52100-330	164.00
11/19/2015	JP MORGAN CHASE	NOV15-153	CC-HYATT HOTELS	10-17-52100-330	1,112.68
11/19/2015	JP MORGAN CHASE	NOV15-154	CC-IN *ADVANTAGE POLICE SJOE TEIGEN/PAT GRIESBACH - LESS L	10-17-52100-330	480.00
11/19/2015	JP MORGAN CHASE	NOV15-155	CC-FOX VALLEY TECHNICAL CSPLIT -10-17-52100-330 (71.88%)	10-17-52100-330	1,265.00
11/19/2015	JP MORGAN CHASE	NOV15-156	CC-HOLIDAY INNS	10-17-52100-330	246.00
11/19/2015	JP MORGAN CHASE	NOV15-157	CC-BEST BUY MHT 00000273POWER CORD FOR IPAD	10-17-52100-340	27.99
11/19/2015	JP MORGAN CHASE	NOV15-158	CC-BATTERIES PLUS APP	10-17-52100-340	19.95
11/19/2015	JP MORGAN CHASE	NOV15-159	CC-APL* ITUNES.COM/BILL	10-17-52100-340	10.49
11/19/2015	JP MORGAN CHASE	NOV15-16	CC	10-13-52200-323	221.94
11/19/2015	JP MORGAN CHASE	NOV15-160	CC-THEDECARE - BILLING	10-17-52100-341	235.60
11/19/2015	JP MORGAN CHASE	NOV15-161	CC-CDW GOVERNMENTTHIS IS AN IPAD FOR PD THAT VELIE REQUE	10-17-52100-346	536.53
11/19/2015	JP MORGAN CHASE	NOV15-162	CC-BAYCOM	10-17-52100-380	27.50
11/19/2015	JP MORGAN CHASE	NOV15-163	CC-CELLCOM	10-17-52110-221	1,032.90
11/19/2015	JP MORGAN CHASE	NOV15-164	CC-OFFICE DEPOT #142TONER	10-17-52110-310	285.98
11/19/2015	JP MORGAN CHASE	NOV15-165	CC-BUBRICKS COMPLETE OFFISPLIT -10-17-52110-310 (52.1%)	10-17-52110-310	35.15
11/19/2015	JP MORGAN CHASE	NOV15-166	CC-HYATT HOTELS	10-17-52110-330	1,364.88
11/19/2015	JP MORGAN CHASE	NOV15-167	CC-EXXONMOBIL 98708662FUEL - CHICAGO-CHIEFS CONFERENCE	10-17-52110-344	26.25
11/19/2015	JP MORGAN CHASE	NOV15-168	CC-AMAZON.COM	10-17-52110-347	102.94
11/19/2015	JP MORGAN CHASE	NOV15-169	CC-MANDERFIELD HOME BAKEROATH OF OFFICE - CAKE - DOWNEY	10-17-52110-390	38.25
11/19/2015	JP MORGAN CHASE	NOV15-17	CC-MARTENSON AND EISELE IWETLAND DELINEATION - INTERSTAT	10-09-56900-211	1,800.00
11/19/2015	JP MORGAN CHASE	NOV15-170	CC-COPPS FOOD CTR00081182OATH OF OFFICE RECEPTION SUPPLI	10-17-52110-390	4.81
11/19/2015	JP MORGAN CHASE	NOV15-171	CC-TRANSUNION	10-17-52120-210	83.56
11/19/2015	JP MORGAN CHASE	NOV15-172	CC-DASH MEDICAL GLOVES	10-17-52120-327	65.90
11/19/2015	JP MORGAN CHASE	NOV15-173	CC-ASSOCIATED BAG COMPANY	10-17-52120-327	183.54
11/19/2015	JP MORGAN CHASE	NOV15-174	CC-BUBRICKS COMPLETE OFFISPLIT -10-17-52120-327 (47.9%)	10-17-52120-327	32.32
11/19/2015	JP MORGAN CHASE	NOV15-175	CC-HYATT HOTELS	10-17-52120-330	1,112.68
11/19/2015	JP MORGAN CHASE	NOV15-176	CC-COMFORT INNSJULI SCHUH - DOUBLE CHARGE -TIME SYSTEM T	10-17-52120-330	76.08-
11/19/2015	JP MORGAN CHASE	NOV15-177	CC-FOX VALLEY TECHNICAL CSPLIT -10-17-52120-330 (28.13%)	10-17-52120-330	495.00
11/19/2015	JP MORGAN CHASE	NOV15-178	CC-COMFORT INNSJULI SCHUH TRAINING - TIME SYSTEM	10-17-52120-330	76.08
11/19/2015	JP MORGAN CHASE	NOV15-179	CC-ITSCO 714-761-8886	10-17-52120-346	126.31
11/19/2015	JP MORGAN CHASE	NOV15-18	CC-VZWRLLSS*IVR VBSPLIT - LENO IPAD MODEM (7.69%)	10-09-56900-221	120.03
11/19/2015	JP MORGAN CHASE	NOV15-180	CC-INDUSTRIAL NAMEPLATESHIRT EMBLEM SETUP FEE FOR POLIC	10-17-52120-390	75.00
11/19/2015	JP MORGAN CHASE	NOV15-181	CC-FOX VALLEY HUMANE ASSO	10-17-54100-390	458.20
11/19/2015	JP MORGAN CHASE	NOV15-182	CC-RIVERSIDE FLORIST & GRPLANNING COMMISSIONERS P. CROSB	10-18-51100-390	48.00
11/19/2015	JP MORGAN CHASE	NOV15-183	CC-VON BRIESEN & ROPER SCLEGAL FEES FIRE NEGOTIATIONS	10-18-51300-210	196.13
11/19/2015	JP MORGAN CHASE	NOV15-184	CC-VZWRLLSS*IVR VBSPLIT - IT 1 JETPACK MODEM (7.69%)	10-18-51400-221	120.03
11/19/2015	JP MORGAN CHASE	NOV15-185	CC-CELLCOMCELL BILL 9/20/15	10-18-51400-221	451.02
11/19/2015	JP MORGAN CHASE	NOV15-186	CC-TDS METROCOMTDS BILL	10-18-51400-221	1,024.59
11/19/2015	JP MORGAN CHASE	NOV15-187	CC-UNITEL INCLUNITEL VENDOR BILL FOR THEIR ASSISTANCE WITH	10-18-51400-221	66.75
11/19/2015	JP MORGAN CHASE	NOV15-188	CC-CDW GOVERNMENTBACKUP THE GCAPPS OLD GENETEC (OMNI) VIDEO DATA AND THE OTHER ONE IS TO BACK UP GCPDBK U	10-18-51400-310	294.76
11/19/2015	JP MORGAN CHASE	NOV15-189	CC-CDW GOVERNMENTTHIS WAS A PURCHASE REQUEST BY BOB O	10-18-51400-310	731.00
11/19/2015	JP MORGAN CHASE	NOV15-19	CC-BICYCLE FEDERATION OF	10-09-56900-330	45.00
11/19/2015	JP MORGAN CHASE	NOV15-190	CC-VANS FIRE & SAFETY3 DATA CENTER FIRE EXTINGUISHERS	10-18-51400-310	1,114.86

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11/19/2015	JP MORGAN CHASE	NOV15-191	CC-UNISOURCE-MIDWESTCREDIT SHIPPING CHARGE ON PAPER	10-18-51400-310	50.00-
11/19/2015	JP MORGAN CHASE	NOV15-192	CC-ADS HP QUICK RESTORE UTHIS WAS FOR THE ASSESSORS WH	10-18-51400-310	10.50
11/19/2015	JP MORGAN CHASE	NOV15-193	CC-UNISOURCE-MIDWESTPAPER	10-18-51400-310	196.00
11/19/2015	JP MORGAN CHASE	NOV15-194	CC-SOCIETY FOR HUMANPERFORMANCE APPRAISAL TOOL KIT - SH	10-18-51400-310	19.95
11/19/2015	JP MORGAN CHASE	NOV15-195	CC-BUBRICKS COMPLETE OFFIGENERAL ADMIN SUPPLIES (64.69%)	10-18-51400-310	696.11
11/19/2015	JP MORGAN CHASE	NOV15-196	CC-CDW GOVERNMENTDUWANE FROM PW REQUEST MORE INK CO	10-18-51400-310	383.79
11/19/2015	JP MORGAN CHASE	NOV15-197	CC-SAMS CLUB #6321	10-18-51400-321	65.00
11/19/2015	JP MORGAN CHASE	NOV15-198	CC-AMAZONPRIME MEMBERSHIP	10-18-51400-321	99.89
11/19/2015	JP MORGAN CHASE	NOV15-199	CC-KALAHARI RESORTSKALAHARI TWO NIGHT STAY - H.R. CONFER	10-18-51400-330	99.00
11/19/2015	JP MORGAN CHASE	NOV15-200	CC-VZWLSS*IVR VBSPLIT - ERIC IPAD MODEM (7.69%)	10-11-52400-221	120.03
11/19/2015	JP MORGAN CHASE	NOV15-200	CC-WI STATE SOC FOR HR MGLABOR LAW - PRE-CONFERENCE EVE	10-18-51400-330	75.00
11/19/2015	JP MORGAN CHASE	NOV15-201	CC-UFIRST *LAUNDRY SVCSMATS & RUGS (65.73%)	10-18-51600-290	204.12
11/19/2015	JP MORGAN CHASE	NOV15-202	CC-TRUGREEN LP *5991PESTICIDE APPLICATION TOWN HALL	10-18-51600-290	619.00
11/19/2015	JP MORGAN CHASE	NOV15-203	CC-THE HOME DEPOT 4903RT W/EZ CHANGE	10-18-51600-360	119.00
11/19/2015	JP MORGAN CHASE	NOV15-204	CC-UNITED PAPER CORPORATIPAPER SUPPLIES FOR TOWN HALL	10-18-51600-360	598.04
11/19/2015	JP MORGAN CHASE	NOV15-205	CC-TRI CITY GLASS AND DOODOOR LOCK	10-18-51600-360	8.81
11/19/2015	JP MORGAN CHASE	NOV15-206	CC-AMAZON.COMTACK BOARDS	10-18-51600-360	47.26
11/19/2015	JP MORGAN CHASE	NOV15-207	CC-THE HOME DEPOT 4903SLEEVE ANCHORS	10-18-51600-360	2.58
11/19/2015	JP MORGAN CHASE	NOV15-208	CC-SUPERIOR CHEMICAL CORPBATHROOM AIR FRESHNERS	10-18-51600-360	74.53
11/19/2015	JP MORGAN CHASE	NOV15-209	CC-ULINE *SHIP SUPPLIESBENCH FOR MENS LOCKER ROOM	10-18-51600-360	138.97
11/19/2015	JP MORGAN CHASE	NOV15-21	CC-CELLCOMCELL BILL 9/20/15	10-11-52400-221	101.79
11/19/2015	JP MORGAN CHASE	NOV15-210	CC-THE HOME DEPOT 4903APPLIANCE BULB	10-18-51600-360	3.97
11/19/2015	JP MORGAN CHASE	NOV15-211	CC-BUBRICKS COMPLETE OFFIFINANCE SUPPLIES (2.88%)	10-19-51501-310	30.99
11/19/2015	JP MORGAN CHASE	NOV15-212	CC-LOCAL GOVERNMENT EDUCA2015 WGFOA MEMBER DUES	10-19-51501-321	25.00
11/19/2015	JP MORGAN CHASE	NOV15-213	CC-LOCAL GOVERNMENT EDUCAWGFOA WINTER CONFERENCE FE	10-19-51501-330	85.00
11/19/2015	JP MORGAN CHASE	NOV15-214	CC-LOCAL GOVERNMENT EDUCA2015 WGFOA WINTER CONFERENC	10-19-51501-330	85.00
11/19/2015	JP MORGAN CHASE	NOV15-215	CC-FOX VALLEY TECHNICAL CNANCY EXCEL CLASS	10-19-51501-330	175.00
11/19/2015	JP MORGAN CHASE	NOV15-216	CC-UNITEL INCSETUP IP PHONES FIRE STATION	55-13-57220-102	8,425.52
11/19/2015	JP MORGAN CHASE	NOV15-217	CC-MARTENSON AND EISELE ICRANE DR BIDDING SERVICES THRU	55-14-57331-000	1,672.43
11/19/2015	JP MORGAN CHASE	NOV15-22	CC-INT*BLUE PRINT SERVICE	10-11-52400-320	12.20
11/19/2015	JP MORGAN CHASE	NOV15-23	CC-DOA E PAY DOC SALES	10-11-52400-390	333.58
11/19/2015	JP MORGAN CHASE	NOV15-24	CC-UFIRST *LAUNDRY SVCS	10-11-52400-391	15.82
11/19/2015	JP MORGAN CHASE	NOV15-25	CC-UFIRST *LAUNDRY SVCS	10-11-52400-391	41.91
11/19/2015	JP MORGAN CHASE	NOV15-26	CC-UFIRST *LAUNDRY SVCS	10-11-52400-391	15.82
11/19/2015	JP MORGAN CHASE	NOV15-27	CC-EDUCATION TO GO	10-12-51420-330	99.00
11/19/2015	JP MORGAN CHASE	NOV15-28	CC-EDUCATION TO GO	10-12-51420-330	99.00
11/19/2015	JP MORGAN CHASE	NOV15-29	CC-WISCONSIN MUNICIPAL CL	10-12-51420-330	10.00-
11/19/2015	JP MORGAN CHASE	NOV15-30	CC-WISCONSIN MUNICIPAL CL	10-12-51420-330	24.00
11/19/2015	JP MORGAN CHASE	NOV15-31	CC-WISCONSIN MUNICIPAL CL	10-12-51420-330	14.00
11/19/2015	JP MORGAN CHASE	NOV15-32	CC-BUBRICKS COMPLETE OFFIELECTION SUPPLIES (32.43%)	10-12-51440-310	348.90
11/19/2015	JP MORGAN CHASE	NOV15-33	CC-VZWLSS*IVR VBSPLIT - FD 10 JETPACK MODEMS (76.92%)	10-13-52200-221	1,200.30
11/19/2015	JP MORGAN CHASE	NOV15-34	CC-CELLCOMCELL BILL 9/20/15	10-13-52200-221	11.29
11/19/2015	JP MORGAN CHASE	NOV15-35	CC-UFIRST *LAUNDRY SVCSMAT/MOP CLEANING	10-13-52200-290	69.16
11/19/2015	JP MORGAN CHASE	NOV15-36	CC-SIMPLEXGRINNELLST.1 ALARM MONITORING	10-13-52200-290	497.55
11/19/2015	JP MORGAN CHASE	NOV15-37	CC-ADVANCED DISPOSAL ONLIWASTE MANAGEMENT	10-13-52200-290	28.63
11/19/2015	JP MORGAN CHASE	NOV15-38	CC-UFIRST *LAUNDRY SVCSMAT/MOP CLEANING	10-13-52200-290	84.66
11/19/2015	JP MORGAN CHASE	NOV15-39	CC-UFIRST *LAUNDRY SVCSMAT/MOP CLEANING	10-13-52200-290	76.36
11/19/2015	JP MORGAN CHASE	NOV15-40	CC-WAL-MART #1982GLUE STICKS	10-13-52200-310	4.97
11/19/2015	JP MORGAN CHASE	NOV15-41	CC-AMAZON.COMCLIPBOARD AND OFFICE SUPPLIES	10-13-52200-310	86.18
11/19/2015	JP MORGAN CHASE	NOV15-42	CC-SAMSCLUB #8321COFFEE/CREAMER	10-13-52200-322	84.15
11/19/2015	JP MORGAN CHASE	NOV15-43	CC-THE LEARNING SHOP - APGIFT CARD FOR SCHOOL	10-13-52200-323	25.00
11/19/2015	JP MORGAN CHASE	NOV15-44	CC-WAL-MART #1982CANDY?	10-13-52200-323	99.25
11/19/2015	JP MORGAN CHASE	NOV15-45	CC-MOORE MEDICAL LLCEMS SUPPLIES	10-13-52200-340	1,144.74
11/19/2015	JP MORGAN CHASE	NOV15-46	CC-BALL AUTO PARTS 0002022652 PUMP REPAIR	10-13-52200-350	21.55
11/19/2015	JP MORGAN CHASE	NOV15-47	CC-INTERSTATE ALL BATTERY2661 PORTABLE PUMP	10-13-52200-350	70.30
11/19/2015	JP MORGAN CHASE	NOV15-48	CC-B AND K ENHANCEMENT LLRUST PROTECTION 2601	10-13-52200-350	500.00
11/19/2015	JP MORGAN CHASE	NOV15-49	CC-BALL AUTO PARTS 0002022652 LIGHT BAR REPAIR	10-13-52200-350	18.16

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11/19/2015	JP MORGAN CHASE	NOV15-50	CC-MENARDS APPLETON WESTANTIFREEZE FOR FIRESTATION ON	10-13-52200-360	17.94
11/19/2015	JP MORGAN CHASE	NOV15-51	CC-JCPENNEY.COMSHEET SETS	10-13-52200-360	140.64
11/19/2015	JP MORGAN CHASE	NOV15-52	CC-TRUGREEN LP *5991ST.1 LAWN SERVICE	10-13-52200-360	183.00
11/19/2015	JP MORGAN CHASE	NOV15-53	CC-SUPERIOR CHEMICAL CORPSTATION/TRUCK CLEANING SUPPLIE	10-13-52200-360	1,003.91
11/19/2015	JP MORGAN CHASE	NOV15-54	CC-THE HOME DEPOT 4903ST.2 SUPPLIES	10-13-52200-360	4.21
11/19/2015	JP MORGAN CHASE	NOV15-55	CC-WAL-MART #1982TAX CREDIT FOR MATTRESS PADS	10-13-52200-360	6.38-
11/19/2015	JP MORGAN CHASE	NOV15-56	CC-UNITED PAPER CORPORATISTATION CLEANING SUPPLIES	10-13-52200-360	428.87
11/19/2015	JP MORGAN CHASE	NOV15-57	CC-JCPENNEY.COMSHEET SETS	10-13-52200-360	122.31
11/19/2015	JP MORGAN CHASE	NOV15-58	CC-INT*BENS SMALL ENGINE REPLACED CHAIN ON SAW	10-13-52200-380	25.00
11/19/2015	JP MORGAN CHASE	NOV15-59	CC-APPLETON AWNING SHOP ISTRAP REPAIR SAWZALL	10-13-52200-380	20.00
11/19/2015	JP MORGAN CHASE	NOV15-60	CC-INTERSTATE ALL BATTERYVARIOUS BATTERIES	10-13-52200-380	84.99
11/19/2015	JP MORGAN CHASE	NOV15-61	CC-MILLS FLEET FARM 100GLUE FOR SPARKY	10-13-52200-380	11.62
11/19/2015	JP MORGAN CHASE	NOV15-62	CC-GALLSBOOTS	10-13-52200-391	109.25
11/19/2015	JP MORGAN CHASE	NOV15-63	CC-WITMER PUBLIC SAFETY GUNIFORM COATS	10-13-52200-391	486.11
11/19/2015	JP MORGAN CHASE	NOV15-64	CC-EAGLE ENGRAVING INCACCOUNTABILITY TAGS	10-13-52200-391	61.60
11/19/2015	JP MORGAN CHASE	NOV15-65	CC-AMAZON.COMUSB	10-13-52200-391	34.91
11/19/2015	JP MORGAN CHASE	NOV15-66	CC-LARK UNIFORM COUNIFORMS	10-13-52200-391	249.70
11/19/2015	JP MORGAN CHASE	NOV15-67	CC-LARK UNIFORM COUNIFORMS	10-13-52200-391	241.85
11/19/2015	JP MORGAN CHASE	NOV15-68	CC-LARK UNIFORM COUNIFORMS	10-13-52200-391	346.96
11/19/2015	JP MORGAN CHASE	NOV15-69	CC-LARK UNIFORM COUNIFORMS	10-13-52200-391	476.68
11/19/2015	JP MORGAN CHASE	NOV15-70	CC-LARK UNIFORM COUNIFORMS	10-13-52200-391	438.65
11/19/2015	JP MORGAN CHASE	NOV15-71	CC-CELLCOMCELL BILL 9/20/15	10-14-53311-221	220.27
11/19/2015	JP MORGAN CHASE	NOV15-72	CC-COMPLETE OFFICE OF WISDESK CALENDAR	10-14-53311-310	2.18
11/19/2015	JP MORGAN CHASE	NOV15-73	CC-COMPLETE OFFICE OF WISCALENDARS 2016	10-14-53311-310	97.16
11/19/2015	JP MORGAN CHASE	NOV15-74	CC-COPPS FOOD CTR00081182COFFEE FILTERS	10-14-53311-310	6.00
11/19/2015	JP MORGAN CHASE	NOV15-75	CC-NORWEX USA INC.TAX CREDIT	10-14-53311-310	1.95-
11/19/2015	JP MORGAN CHASE	NOV15-76	CC-NATL SOC OF PROF ENGINLICENSE RENEWAL	10-14-53311-321	266.00
11/19/2015	JP MORGAN CHASE	NOV15-77	CC-AMER SOC CIVIL ENGINEASCE MEMBERSHIP RENEWAL	10-14-53311-321	250.00
11/19/2015	JP MORGAN CHASE	NOV15-78	CC-HEIDEL HOUSE RESORTHOTEL FOR APWA CONF	10-14-53311-330	100.13
11/19/2015	JP MORGAN CHASE	NOV15-79	CC-MCCROAD STONE AND COLD MIX	10-14-53311-340	229.31
11/19/2015	JP MORGAN CHASE	NOV15-80	CC-SHERWIN INDUSTRIESTRAFFIC CONES-ORANGE	10-14-53311-340	477.00
11/19/2015	JP MORGAN CHASE	NOV15-81	CC-MCCROAD STONE	10-14-53311-340	186.93
11/19/2015	JP MORGAN CHASE	NOV15-82	CC-LINCOLN CONTRACTORMARKING PAINT (45.37%)	10-14-53311-340	203.00
11/19/2015	JP MORGAN CHASE	NOV15-83	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	53.90
11/19/2015	JP MORGAN CHASE	NOV15-84	CC-AMERICAN TRAFFIC SAFETYSIGN SHEETING	10-14-53311-340	1,788.49
11/19/2015	JP MORGAN CHASE	NOV15-85	CC-NEWMAN SIGNS INCSIGN MATERIAL	10-14-53311-340	1,968.24
11/19/2015	JP MORGAN CHASE	NOV15-86	CC-SHERWIN WILLIAMS #3520TAX CREDIT	10-14-53311-340	5.70-
11/19/2015	JP MORGAN CHASE	NOV15-87	CC-BALL AUTO PARTS 000202REFUND FOR WRONG CC USED	10-14-53311-340	239.20-
11/19/2015	JP MORGAN CHASE	NOV15-88	CC-FASTENAL COMPANY01SIGNING MATERIALS	10-14-53311-340	300.71
11/19/2015	JP MORGAN CHASE	NOV15-89	CC-REINDERS - APPLETONLAWN SEED	10-14-53311-340	80.67
11/19/2015	JP MORGAN CHASE	NOV15-9	CC-UFIRST *LAUNDRY SVCS	10-11-52400-391	15.82
11/19/2015	JP MORGAN CHASE	NOV15-90	CC-GARROW PROPANE CORPLP GAS	10-14-53311-344	45.50
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11/19/2015	JP MORGAN CHASE	NOV15-96	CC-AMAZON MKTPLACE PMTSWEATHER STATION LINK	10-14-53312-340	468.96
11/19/2015	JP MORGAN CHASE	NOV15-97	CC-SAFETY KLEEN CORPPARTS WASHER SERVICED	10-14-53313-290	141.39
11/19/2015	JP MORGAN CHASE	NOV15-98	CC-MONROE TRUCK EQUIPLIFT GATE	10-14-53313-350	246.55
11/19/2015	JP MORGAN CHASE	NOV15-99	CC-INFOLIGHT BARS	10-14-53313-350	638.00
Total 151119100:					246,994.03
11/20/2015	REDEPOSITED ITEM FEE	112015	REDEPOSITED FEE	10-19-48110	5.00

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Total 151120002:					5.00
11/20/2015	WISCONSIN ETF	112015	2015 DECEMBER HEALTH INSURANCE	10-00-21531	110,892.40
Total 151120003:					110,892.40
Grand Totals:					359,903.43

Karen L. Weinschrott, Clerk:



Dated:

11/24/15

Check Issue Date	Check Number	Payee ID	Payee	Amount
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11/20/2015	151120147	7109	WAAS, TRAVIS J	1,508.59-
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11/20/2015	151120160	1	EFTPS	3,618.29-
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Check Issue Date	Check Number	Payee ID	Payee	Amount
Grand Totals:				
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AGENDA REQUEST
12/1/2015

TOPIC: Approval of Development Agreement with Meijer Stores Limited Partnership

<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: Town Board
Department Reporting: Community Development	Submitted By: R. Buckingham
<p><u>ISSUE:</u> Approval of Development Agreement with Meijer Stores Limited Partnership</p>	
<p><u>BACKGROUND/ANALYSIS:</u> Negotiations have been completed with Meijer on a Development Agreement for tax increment assistance to its project. The attached agreement provides the terms and obligations of both the Town and Meijer in undertaking this partnership. Financial assistance provided by the Town will reimburse Meijer for a portion of its costs to relocate a natural gas pipeline on the property. This will be what is referred to as a developer-funded or "pay-as-you-go" agreement. Under this arrangement the following takes place: (1) The Town agrees to contribute \$950,000 toward the pipeline project; (2) The developer pays for the project in full (estimated total cost of \$2.0 million); and, (3) The Town makes its contribution in interest-free installments over 5 to 6 years, by paying to Meijer 70% of the annual property tax increment collected from its property. Safeguards for the Town are included in the terms of the agreement, including: (1) a spring-back assessment due from Meijer for a share of the costs to extend Evergreen Drive to Gillett Street, in the event that it does not substantially complete construction of its store within 36 months; (2) protection from assessed valuation challenges by Meijer below prescribed levels of tax collection while Tax Increment District No. 2 remains open; (3) cash payment by Meijer of tax increment deficiencies if tax collections from its property fall below prescribed levels; and, (4) property maintenance and reuse remedies by Meijer should it vacate the store in the future. The Town Attorney has reviewed and approved this document.</p>	
<p><u>RECOMMENDATION:</u> Staff recommends Town Board approval of the Development Agreement with Meijer Stores Limited Partnership for provision of financing and public improvements in support of private development in Tax Increment District No. 2.</p>	
<p><u>FISCAL IMPACT:</u> OTHER FUNDING Tax Increment District No. 2.</p>	
<p><u>ATTACHMENTS:</u> Meijer Development Agreement.</p>	

**DEVELOPMENT AGREEMENT
BETWEEN
TOWN OF GRAND CHUTE
AND
MEIJER STORES LIMITED PARTNERSHIP**

THIS AGREEMENT (“**Agreement**”) entered into as of the ____ day of _____, 2015, is by and between the Town of Grand Chute, of Outagamie County, Wisconsin (the “**Town**”), and Meijer Stores Limited Partnership, a Michigan limited partnership (the “**Developer**” or “**Meijer**”). The Developer and Town are hereinafter referred to collectively as the “**Parties**” and individually referred to interchangeably as a “**Party**”, as the case may be.

WITNESSETH

WHEREAS, Wis. Stats. §60.32(32) and §66.1105 provides the authority and establishes the procedures by which the Town may undertake development projects within certain areas of the Town and finance such projects through the use of tax incremental financing; and

WHEREAS, the Town’s Board of Supervisors created Tax Increment District No. 2 – Town of Grand Chute to be effective as of January 1, 2016 (the “**District**”) to promote mixed-use development that will grow the tax base, preserve employment and strengthen the economic well-being of the entire community; and

WHEREAS, the District boundaries are within the area shown on the map attached hereto as **Exhibit A**, and the Project Plan for the District adopted by the Town’s Board of Supervisors, attached hereto as **Exhibit B** (the “**Project Plan**”), describes the projects for the development of the District; and

WHEREAS, the Developer wishes to purchase property located in the District, more particularly described on **Exhibit C** attached hereto (the “**Property**”), upon which it will construct an approximately 193,000 square foot retail store and 2,500 square foot freestanding fueling station, (collectively, the “**Development**”), which will increase the Property’s value, bring jobs to the community and provide other tangible benefits to the District and to the Town as a whole; and

WHEREAS, the Town finds it appropriate to provide to provide necessary off-site public improvements for the benefit of all property in the District, including, but not limited to: roads, municipal water, sanitary sewer and storm sewer mains; stormwater managements facilities; streetlights; traffic control; and, landscaping buffers as described more particularly on **Exhibit D** attached hereto (collectively, “**Off-Site Public Improvements**”); and

WHEREAS, the Town finds it appropriate to provide financial assistance (“**Contribution**”) for the development of the Property by reimbursing the Developer for a portion of the on-site costs associated with natural gas pipeline relocation and on-site utilities referenced in section 2.4 (collectively “**On-site Infrastructure**”) using property tax increment generated by the Development; and

WHEREAS, the Town and the Developer have agreed to the scope and type of improvements and to the obligations of each for the District; and

WHEREAS, the Development proposed by the Developer would not occur without the Town's use of tax incremental financing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and Developer agree as follows:

**ARTICLE 1
PURPOSE AND DEFINITIONS**

- 1.1 Purpose of Agreement. The Parties have agreed upon a plan for the construction of the Development for use in Meijer's retail business within the District. The purpose of this Agreement is to formalize and record the understandings and undertakings of the Parties and to provide a framework within which the construction of such Development, On-Site Infrastructure and Off-Site Public Improvements will take place.
- 1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:
- A. **"Assessing Authority"** means the Town of Grand Chute Assessor or the State of Wisconsin Department of Revenue, as appropriate.
 - B. **"Contribution"** means the property tax increment payments to be made to the Developer by the Town pursuant to this Agreement.
 - C. **"Contribution Deadline"** means the earlier of either (a) September 1st of 2028 or (b) the year in which closure and dissolution of the District occurs as set forth in the Project Plan.
 - D. **"Developer"** means Meijer and/or assigns for the purposes of purchase and ownership of the Development Area/Meijer Parcel.
 - E. **"Development"** means the overall construction of an approximately 193,000 square foot retail store and 2,500 square foot freestanding fueling station each within the Development Area, as described more particularly in the Development Plan and this Agreement.
 - F. **"Development Area"** means the approximately 19.9897 acre portion of the Property, as depicted on Exhibit E attached hereto, and designated as Lot 1 thereon, on which the Development will be constructed. The Development Area may also be referred to as the **"Meijer Parcel"**. For the avoidance of doubt, the additional real property included in the definition of the Property shall not encompass a portion of the Development Area or the Meijer Parcel for purposes of this Agreement.
 - G. **"Development Plan"** means the plans for the construction of an approximately 193,000 square foot retail store and 2,500 square foot freestanding fueling station, as depicted on Exhibit F attached hereto.

- H. **“District”** means the sum of all property and abutting public right-of-way depicted on **Exhibit A** and constitutes the total boundaries of the projects for which the Project Plan is provided.
- I. **“Incremental Value”** means the equalized value of the Meijer Parcel in any year minus the Tax Incremental Base for the Meijer Parcel. Equalized value is certified by the State of Wisconsin Department of Revenue. It is calculated by taking the assessed value of the Meijer Parcel as reported by the Assessing Authority, divided by the average assessment ratio for the Town.
- J. **“Off-Site Public Improvements”** means those municipal infrastructure improvements to be constructed by the Town, at its sole cost and expense, in the public right-of-way or on public lands located either in the District, or within a one-half mile of the District in accordance with Wis. Stats. §66.1105(2)(f)1.n, as referenced above and described more particularly on **Exhibit D** attached hereto.
- K. **“Property”** means all lands described in Certified Survey Map No. ____ Outagamie County records.
- L. **“Property Tax Increment”** means the personal and real property tax revenue (as defined in Wis. Stats. §66.1105(2)(i)) generated by the incremental value of the Meijer Parcel. For the avoidance of doubt, the Property Tax Increment shall constitute the “Net Property Tax” as set forth on the tax bills for the Property and shall exclude any special assessments or special charges otherwise levied or assessed against the Property.
- M. **“Tax Incremental Base”** means the equalized value of the Meijer Parcel on December 1, 2015, as certified by the State of Wisconsin Department of Revenue. For the avoidance of doubt, the Tax Increment Base shall constitute the “Net Property Tax” as set forth on the tax bills for the Property and shall exclude any special assessments or special charges otherwise levied or assessed against the Property.
- N. **“Town”** means the Town of Grand Chute, of Outagamie County, Wisconsin.
- O. **“Zoning Code”** means Chapter 535 of the Municipal Code for the Town of Grand Chute.

ARTICLE 2
UNDERTAKINGS OF THE DEVELOPER

Subject to the Developer’s closing of its acquisition in fee simple of the Property, the Developer agrees that it shall:

- 2.1 **Development Plans and Specifications.** The Developer agrees that, at its sole cost and expense, it will cause to be prepared and to pay for the cost of all engineering, architectural and construction plans and specifications for the Development, and to contract for and construct the Development in a timely manner and in accordance with all applicable Town zoning, building, drainage, erosion control, and fire prevention codes, ordinances and regulations.

- 2.2 Town Project Approvals. The Developer agrees to present to the Town all applications plans, documents, specifications and review fees for the Development as required for Zoning Code approvals, and to cooperate with the Town in its timely review and approval of said plans.
- 2.3 Intent to Build/Special Assessments/Consent and Waiver. Developer shall substantially complete construction of the Development within twenty-four (24) months (subject only to Force Majeure events) following the Town's issuance to the Developer of a building permit for the Development, and Developer shall apply for such building permit no more than eighteen (18) months following the mutual execution of this Agreement by the Parties (subject only to Force Majeure events). If the Developer does *not* substantially complete construction within the timeframe set forth herein, the Town's sole and exclusive remedy for such failure will be to subject the Meijer Parcel to a special assessment for off-site public improvements benefiting the Meijer Parcel (the "**Spring-Back Assessment**"), authorized by § 66.0703 Wis. Stats., and detailed as follows:
- A. Developer shall be obligated, as part of the real property and personal property taxes thereafter imposed on the Meijer Parcel, to repay to the Town the lesser of (i) 15% of the Town's actual costs to construct certain Off-Site Public Improvements benefitting the Meijer Parcel, and (ii) \$165,000, together with simple interest on said amount at a rate equal to the Town's actual rate paid to borrow funds, but in any event at a rate not to exceed to 3.25%, accruing from the date of completion of the Off-Site Public Improvements.
 - B. The Spring-Back Assessment shall be payable over ten (10) years, with 1/10 of the actual costs of the Off-Site Public Improvements plus interest as set forth in Section 2.3(A), being due each year the Spring-Back Assessment is levied. The Spring-Back Assessment may be prepaid in whole or in part at any time, without premium or penalty.
 - C. The Spring-Back Assessment (and all corresponding repayment obligations of Developer) shall terminate if the Developer substantially completes construction of the Development within 24 months of the building permit issuance, or upon Developer completion of the construction of the Development thereafter.
 - D. Developer, as owner of the Meijer Parcel, hereby consents to the imposition of the Spring-Back Assessment set forth herein and except as otherwise set forth in this Section 2.3(D), hereby waives all formal statutory notice, reports and procedures normally required under Wisconsin Statutes and Town Ordinances, and further acknowledges that such Spring-Back Assessments will become a lien on the Meijer Parcel in accordance with Wisconsin law. Notwithstanding the foregoing to the contrary, the Town shall provide Developer with written notice to the extent the Town determines Developer has breached Developer's obligations under this Section 2.3 or any other terms or conditions of this Agreement.
- 2.4 On-Site Utilities. Developer shall, at its sole cost and expense, be responsible for the installation and maintenance of all on-site utilities serving the Development Area, including but not limited to sanitary sewer and storm sewer laterals; water service laterals, and/or private on-site water mains and hydrants; and, private gas, electric, cable, fiber optic and telecommunications service connections, to the extent any on-site utilities

serving the Development Area are set forth in Developer's site plan and specifically approved by the Town as a Developer responsibility.

- 2.5 Permits and Fees. Developer shall be responsible for obtaining all local, county, state or federal permits necessary for constructing the Development.
- 2.6 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge or protest real estate taxes or other taxes (other than special assessments authorized by this Agreement) assessed or imposed against the Meijer Parcel and/or the Development; provided, however, Developer shall not take any action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Meijer Parcel and/or the Development subject to this Development Agreement to an assessed value lower than that necessary to produce a minimum amount of Property Tax Increment of \$270,000 annually during the term that the District remains open. No restrictions to legal challenges shall be in place after the Contribution Deadline.
- 2.7 Property Maintenance. Meijer agrees to maintain the building, site improvements and land on the Meijer Parcel, whether occupied or vacant, in a manner that is comparable to the standard of maintenance followed in other first-class developments of comparable size and use in Outagamie County, Wisconsin. If the Development is vacated by Meijer prior to the Contribution Deadline, then Meijer shall supply a reuse or marketing plan to the Town within twenty four (24) months of such vacation. Meijer will also remove signage within the Development within 120 days after it vacates the Development; provided, however, that Meijer may install, affix or use any signs, lettering, or advertising media of any kind on the Meijer Parcel in connection with Meijer's efforts to sell the Meijer Parcel, or any portion thereof, to prospective purchasers.
- 2.9 Cooperation with the Town. Developer shall reasonably cooperate with the Town to facilitate the Town's performance under Article 3.
- 2.10 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline, in the event the Property Tax Increment is less than \$270,000 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference, if any, between (i) the Property Tax Increment collected by the Town pursuant to § 66.1105 Wis. Stats. and (ii) the sum of \$270,000. The difference, if any, shall be paid by Developer to the Town within thirty (30) days of billing each year such increment deficiency occurs, until the Contribution Deadline, at which time no further payments of the difference to the Town shall be required. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on a date that is not the first day of any real property tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year and the Property Tax Increment threshold for such partial real property tax year shall be an amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the Town in its discretion may also enforce collection of Meijer's obligation to pay tax increment deficiencies by imposing special assessments in accordance with the procedure set forth in section 2.3 above, or special charges against the Meijer Parcel pursuant to § 66.0627 Wis. Stats. which procedure is hereby consented to and all objections waived, and furthermore, separately

or on conjunction with any other available remedy, may offset any increment payments due to Meijer by the amount of actual, and reasonably anticipated which become actual, unpaid tax increment deficiencies Meijer has failed to pay to the Town as required by this Agreement.

ARTICLE 3 UNDERTAKINGS OF THE TOWN

The Town agrees that it shall:

- 3.1 Financing. The Town shall appropriate sufficient funds for the performance of its obligations under this Agreement.
- 3.2 Off-Site Public Improvements. The Town shall, at its sole cost and expense: (i) have prepared and pay for the cost of engineering and construction plans and specifications for Off-Site Public Improvements, some of which benefit the Meijer Parcel, as described more particularly on **Exhibit D** attached hereto; and (ii) contract for and install, maintain, repair and replace said Off-Site Public Improvements. The Town shall ensure that all Off-Site Public Improvements are installed, maintained, repaired and replaced expeditiously, in a good and workmanlike manner in accordance with sound engineering practices, and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.
- 3.3 Town Contribution to Developer. Subject to all the terms, covenants and conditions of this Agreement and applicable provisions of law, and as inducement by the Town to the Developer to carry out the Development, the Town shall make Contributions to the Developer solely from future Property Tax Increments received from the Meijer Parcel. Said Contributions will reimburse the Developer for a portion of the on-site infrastructure costs associated with natural gas pipeline relocation.
 - A. The Town's total Contribution to the Developer shall not exceed the lesser of: (i) \$950,000 without interest; or (ii) 70% of the Property Tax Increment received from the Meijer Parcel, including, without limitation, any payments made by Developer pursuant to Section 2.10 to satisfy a Property Tax Increment deficiency below the level set forth in Section 2.10.
 - B. Contributions hereunder shall be made by the Town solely from 70% of the Property Tax Increment actually received by the Town by each payment date herein. Each year, beginning September 1st of 2019 and continuing each September 1st thereafter through the expiration of this Agreement, which Expiration Date shall be the earliest of: (i) the date on which the Town Contribution of \$950,000 has been paid in full; or (ii) September 1st of 2028, the Town will pay to the Developer 70% of the Property Tax Increment received from the Meijer Parcel in that year. No payments will be distributed until the property taxes on the Meijer Parcel have been paid in full.
 - C. The Developer shall submit to the Town copies of original invoice documentation of eligible on-site infrastructure costs associated with natural gas pipeline relocation up to and including \$950,000 for documentary support of the Town Contribution. The Developer shall not be entitled to interest on the Contributions made by the Town to Developer.

- D. Contributions pursuant to this Agreement shall be made solely from the Property Tax Increments actually received from the Meijer Parcel. The Town Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the Town and not a general obligation. The Town agrees that during the term of this Agreement, 70% of the Property Tax Increment received from the Meijer Parcel shall not be appropriated for any other use other than for the Contributions made under this Section, and will use good faith efforts to annually appropriate 70% of the Property Tax Increment generated from the Meijer Parcel to Developer. The Town's limited obligation to make payments under this Section shall be its sole obligation to make payments to Developer. Developer shall bear all risk in the event that the Meijer Parcel fails to generate sufficient Property Tax Increment to retire Developer's on-site infrastructure costs associated with natural gas pipeline relocation.
 - E. Developer hereby acknowledges that as a result of the special limited nature of the Town's obligation to pay the Town Contribution, Developer's recovery of the full amount of said Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Meijer Parcel, the failure of the Meijer Parcel to generate Property Tax Increment at the rate expected by Developer, changes in the Tax Increment Law, Wis. Stats. §66.1105, and other factors beyond the Town's and/or the Developer's control. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge that the sole source for the Town Contribution is the 70% of the Property Tax Increment from the Meijer Parcel. In the event that 70% of the Property Tax Increment attributable to the Meijer Parcel is insufficient to total \$950,000 by the Expiration Date, then the total Town Contribution shall be such aggregate total generated by 70% of the Property Tax Increment attributable to the Meijer Parcel on or prior to the Expiration Date.
 - F. Upon reimbursing Developer the Contribution amount specified herein, the Town's obligations to reimburse Developer shall cease and, if the Meijer Parcel remains in the District, any additional Property Tax Increment shall be allocated to retire Town project costs until the closure of the District.
 - G. Notwithstanding any other provisions of this Agreement, the Town shall have no obligation to provide reimbursements to Developer in the event the Development fails to open on the Meijer Parcel. Any Property Tax Increment generated from a commercial development on the Meijer Parcel other than the Development may be applied by the Town in other ways consistent with the Project Plan for the District.
- 3.4 Town Planning and Zoning Approvals. The Town will expedite all review and decisions on all of Meijer's submissions and applications for local approvals required by Town codes, ordinances and regulations.
 - 3.5 Permitting and Development. The Town shall assist, provide support for and cooperate with Developer in connection with the planning, development and permitting processes related to the Development and as reasonably requested by Developer from time to time.
 - 3.6 Cooperation with Developer. The Town shall cooperate with the Developer to facilitate the Developer's performance under Article 2.

- 3.7 Town Representations and Warranties. To induce the Developer to execute this Agreement and perform the obligations of the Developer hereunder, the Town hereby represents and warrants to the Developer, as of the date of this Agreement, as follows:
- A. The Town has the authority as a Wisconsin township to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is the valid and binding obligation of the Town, enforceable against the Town in accordance with its terms.
 - B. The Town has taken such actions as legally required to utilize tax incremental financing to pay for Off-Site Public Improvements in full.
 - C. The Town has taken or will take such actions as may be required to appropriate funds pursuant to Wisconsin law to satisfy its obligations to the Developer under this Agreement.
 - D. The execution, delivery and performance of this Agreement by the Town does not constitute or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Town is a party or may be bound.

ARTICLE 4 MISCELLANEOUS

- 4.1 Restrictions on Sale of the Property. Without the express written consent of the Town until the Contribution Deadline, any lands or parcels comprising the Meijer Parcel may not be sold, transferred or conveyed in any manner that would, under applicable law in effect on the date of this Agreement, render any portion of the Meijer Parcel exempt from property taxation; provided, however, that the Town's consent shall not be required in connection with the granting of any mortgage to finance or refinance lands or parcels comprising the Meijer Parcel, or in connection with any sale or conveyance pursuant to or following any foreclosure (or acceptance of deed in lieu of foreclosure) of such mortgage. The covenants contained in this article shall bind and run with the lands and parcels comprising the Meijer Parcel, but shall expire upon the Contribution Deadline.

ARTICLE 5 ADDITIONAL PROVISIONS

- 5.1 Headings. Descriptive headings as used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 5.2 Notice. Any notice required under this Agreement shall be given in writing, signed by the Party giving notice, and delivered personally or by first-class mail to the Parties, and addressed as follows (or to such other address as the addressed party may have substituted by notice pursuant to this Section 5.2):

If to the Town:

*Town of Grand Chute
Town Administrator's Office
1900 Grand Chute Blvd.
Grand Chute, WI 54913-9613
Attn: James V. March
Tel: (920) 832-4773
Fax: (920) 832-1660
Email: jim.march@grandchute.net*

With a required copy to:

*Attorney Charles D. Koehler
Herrling Clark Law Firm, Ltd.
800 North Lynndale Drive
Appleton, WI 54914
Tel: (920) 739-7366
Fax: (920) 739-6352
Email: ckoehler@herrlingclark.com*

If to the Developer:

*Meijer Stores Limited Partnership
2929 Walker Ave., N.W.
Grand Rapids, Michigan 49544
Attention: Real Estate Department
Tel: (630) 762-2414
Email: james.ostrowski@meijer.com*

With a required copy to:

*Meijer Stores Limited Partnership
2929 Walker Ave., N.W.
Grand Rapids, Michigan 49544
Attention: Legal Department (Real Estate)
Tel: (616) 249-6496
Email: whallen.shelden@meijer.com*

- 5.3 **Force Majeure.** No Party shall be responsible to any other Party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, such Party is unable to prevent, whether of the class of causes hereinabove enumerated or not (collectively, “**Events of Force Majeure**”), then the time for performance shall be extended by the period of delay occasioned by any such cause.
- 5.4 **Entire Agreement.** This document and the exhibits attached hereto contain the entire agreement between the Parties with respect to the matter set forth herein, and shall inure to the benefit of and shall bind the Parties hereto, their respective heirs, executors, successors or assigns. This Agreement may be modified only in writing, with said written modification(s) signed by an authorized representative for each Party.
- 5.5 **Governing Law.** The Laws of the State of Wisconsin shall govern this Agreement.

- 5.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the Parties to be bound thereby.
- 5.7 Relationship with Parties. Nothing contained in the Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the Town and the Developer.
- 5.8 Further Assurances. The Parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.
- 5.9 No Liability of Town. The Town shall have no obligation or liability to any lending institution, architect, engineer, lessee, contractor, subcontractor, or any other party retained by Developer in the performance of Developer's obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances or guarantees will be made by the Developer to any third party or by any third party which are contrary to these provisions.
- 5.10 Recording of the Agreement. The Town shall be responsible for recording this Agreement, and any subsequent modifications thereof or additions thereto, with the Outagamie County Register of Deeds within thirty (30) days from the date of Town approval. The Town shall provide the Developer with a recorded copy of this Agreement within twenty (20) days of its recording. Promptly following the Contribution Deadline, the Town shall cooperate with Developer in executing such instruments in recordable as are necessary to remove this Agreement from the records of the Outagamie County Register of Deeds.
- 5.11 Construction of Agreement. It is understood and agreed by the Developer and the Town that this Agreement shall be construed without regard to any presumption or other rule regarding construction against the Party causing this Agreement to be drafted. Each Party has had the opportunity to have the Agreement reviewed by their respective counsel, or having waived their right to do so as evidenced by their signature(s) hereon.
- 5.12 Assignment. No Party to this Agreement may assign any of its interests or obligations hereunder without first obtaining the written consent of the other Party, such consent not to be unreasonably withheld, except as otherwise provided for in this Agreement. Notwithstanding the foregoing, the Developer may assign its rights and obligations under this Agreement to an entity that holds fee title to the Development. The Town shall not be bound to any such assignment until it has received written notice of same.
- 5.13 No Personal Liability. Under no circumstances shall any shareholder, partner, member, officer, director, employee, contractor, or agent of the Town or Developer have any personal liability arising out of this Agreement, and no Party shall seek or claim any such personal liability against any such Party.
- 5.14 Severability. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or

circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the Town, including, but not limited to, its powers under the Town Tax Increment Law, §60.23(32) Wis. Stats., and under the Tax Increment Law §66.1105 Wis. Stats., to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, which provides that the Tax Increment Law should be construed liberally to effectuate its purpose.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

TOWN OF GRAND CHUTE

BY: _____
David A. Schowalter, Town Chairman

BY: _____
Karen L. Weinschrott, Town Clerk

Personally came before me this _____ day of _____, 20__ the above named David A. Schowalter and Karen L. Weinschrott to me known to be the persons who executed the forgoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires _____

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc., its general partner

BY: _____
Michael Kinstle, Vice President-Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ___ day of December, 2015, by Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Notary Public, State of Michigan, County of ____.
My commission expires: _____.
Acting in the County of Kent.

THIS INSTRUMENT DRAFTED BY:



AGENDA REQUEST
12/1/2015

TOPIC: Appointment of Duane Boeckers to fill the unexpired term of Joseph Malenofski on the Plan Commission.

<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: Town Board
Department Reporting: Community Development	Submitted By: R. Buckingham
<u>ISSUE:</u> Appointment of Duane Boeckers to fill the unexpired term of Joseph Malenofski on the Plan Commission.	
<u>BACKGROUND/ANALYSIS:</u> Joe Malenofski has submitted his resignation from the Plan Commission. He and his family are moving to the Town of Freedom. Duane Boeckers currently serves as Alternate member of the Plan Commission and he has expressed interest in the appointment to fill this vacancy. Joe's term expires April 2016. At that time, Duane is eligible for appointment to a full term.	
<u>RECOMMENDATION:</u> It is recommended that Duane Boeckers be appointed to fill the unexpired term of Joseph Malenofski on the Plan Commission.	
<u>FISCAL IMPACT:</u> N/A	
<u>ATTACHMENTS:</u> None.	



AGENDA REQUEST
12/1/2015

TOPIC: Appointment of John Weber as Alternate member on the Plan Commission.

<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: Town Board
Department Reporting: Community Development	Submitted By: R. Buckingham
<u>ISSUE:</u> Appointment of John Weber as Alternate member on the Plan Commission.	
<u>BACKGROUND/ANALYSIS:</u> Subject to the appointment of Duane Boeckers as a seated member of the Plan Commission, the Alternate member position will be vacated. John Weber has expressed interest in the Alternate position and is recommended for approval. John has served on the Board of Appeals since 2011 and is deserving of the opportunity to further his service to Grand Chute. This appointment will create a vacancy on the Board of Appeals that will be need to be filled in the near future.	
<u>RECOMMENDATION:</u> It is recommended that John Weber be appointed as Alternate member on the Plan Commission.	
<u>FISCAL IMPACT:</u> N/A	
<u>ATTACHMENTS:</u> None.	

2016 Fee Schedule

		<u>2015</u>	<u>2016</u>	
<u>PARK AND RECREATION</u>				
Shelter Rentals				
Arrowhead Park	Resident/Non-Resident	\$80.00/\$160.00	\$85.00/\$165.00	
Carter Woods Park	Resident/Non-Resident	\$65.00/\$130.00	\$70.00/\$135.00	
Lions Park	Resident/Non-Resident	\$65.00/\$130.00	\$70.00/\$135.00	
Patriot Park	Resident/Non-Resident	\$65.00/\$130.00	\$70.00/\$135.00	
Prairie Hill Park	Resident/Non-Resident	\$65.00/\$130.00	\$70.00/\$135.00	
Key Deposit		\$40.00	Same	
Sports League Field Rental	Baseball & Soccer per team per season	\$75.00	\$80.00	
Off-Season Baseball Field Rental	Lights - per day	\$40.00	Same	
	No - Lights per day	\$30.00	Same	
Off-Season Soccer Field Rental	per day	\$30.00	Same	
RollerHockey Rink	per day	\$50.00	Same	
<u>SANITARY DISTRICT NO. 1 - WATER</u>				
Tap Charges				
	1-inch	\$100.00 *	Same	*
	1 1/2-inch	\$175.00 *	Same	*
	2-inch	\$175.00 *	Same	*
	4-inch	\$275.00 *	Same	*
	6-inch	\$325.00 *	Same	*
	8-inch	\$375.00 *	Same	*
	10-inch	\$375.00 *	Same	*
	12-inch	\$475.00 *	Same	*
Water Inspection Permit				
	Single Family	\$50.00	Same	
	Duplex	\$50.00	Same	
	Commercial	\$100.00	Same	
Water Impact Fee				
	<u>Water Meter Size</u>			
	5/8 and 3/4-inch	1.0 \$434.00	\$438.00	0.9% CCI Increase
	1-inch	2.5 \$1,085.00	\$1,095.00	Ave. of Minneapolis &
	1 1/2-inch	5.0 \$2,170.00	\$2,190.00	Chicago
	2-inch	8.0 \$3,472.00	\$3,503.00	
	2 1/2-inch	12.5 \$5,425.00	\$5,474.00	

"EXHIBIT A"

	3-inch	15.0	\$6,510.00	\$6,569.00
	4-inch	25.0	\$10,850.00	\$10,948.00
	6-inch	50.0	\$21,700.00	\$21,895.00
Temporary Metered Water Supply				
	Water use at current rates			
	Setting Fee		\$20.00	Same
	Security Deposit		\$200.00	Same
Reinstallation of meter and valving at curb stop				
	Normal Business Hours		\$35.00	Same
	After Normal Business Hours		\$50.00	Same
Turn valve on at curb stop				
	Normal Business Hours	Hours	\$20.00	Same
	After Normal Business Hours		\$30.00	Same
Attachment to Sanitary District No. 1				
	Per Petition		\$750.00	Same
<u>SANITARY DISTRICT NO. 2 - SEWER</u>				
SAC (Sewer Availability Charge) Fee & 1% Admin Fee				
	<u>Water Meter Size</u>			
	5/8 - inch	1.0	\$843.00	\$860.00
	3/4 - inch	1.0	\$843.00	\$860.00
	1 - inch	2.5	\$2,108.00	\$2,150.00
	1 1/2 - inch	5.0	\$4,216.00	\$4,300.00
	2 - inch	8.0	\$6,746.00	\$6,880.00
	3 - inch	15.0	\$12,650.00	\$12,900.00
	4 - inch	25.0	\$21,083.00	\$21,500.00
	6 - inch	50.0	\$42,167.00	\$43,010.00
Sewer Connection Fee			\$350.00	Same
Sewer Permit				
	Single Family		\$50.00	Same
	Duplex		\$50.00	Same
	Commercial		\$100.00	Same
Attachment to Sanitary District No. 2				
	Per Petition		\$750.00	Same

"EXHIBIT A"

SANITARY DISTRICT NO. 3 - STORM WATER

Storm Water Insepection Permit		\$50.00	Same
Storm Water Fee (on utility bill)	Per FEU per quarter; 1 REU = 3,283 SF	\$24.96	Same
Maximum Special Assessment for RSF, FTF, R-1, R-2, & F-3 Zoning		\$20.00/foot	Same
Maximum Special Assessment for Agricultural, Industrial, & Zoning		\$40.00/foot	Same

STREETS

Street/Right of Way Excavation Permit			
	Base Permit Fee	\$50.00	Same
	Boring (each)	\$100.00	Same
	Open Cut Roadway (each)	\$300.00	Same
	ExcavationParallel to Road	\$0.11/foot	Same
Driveway/Culvert			
	Urban Driveway	\$60.00	Same *
	Rural Driveway w/culvert	\$60.00	Same *
Weight Limit Permit	7 Load Limit	\$60.00	Same
Street Privilege/Street Closure Permit	Per day	\$20.00	Same
	Per day per lighted barricade	\$10.00	Same
Grass Clippings (City of Appleton)	Per bag	\$4.00	Same
Automated Refuse/Recycling Containers			
	New Service (2 carts)	\$111.50	\$123.60 **
	Additional Cart / Size Change	\$100.00	Same **
Refuse Collection Charge	Annual Special Charge	\$87.70	\$81.69
Recycling Collection Charge	Annual Special Charge	\$38.93	\$41.91
Brush Chipping	Per hour (1/2 hour minimum charge)	\$165.00	Same
Mailbox replacement due to winter road maintenance damage	Per occurrence	\$75.00	Same

"EXHIBIT A"

FIRE IMPACT FEES

Residential

Single Family ***		\$266.00	\$268.00	0.9% CCI Increase Ave. of Minneapolis & Chicago
Duplex or Multi-Family	per unit	\$204.00	\$206.00	

Non-Residential

Per \$1,000 of construction value		\$1.31	\$1.32
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* Plus Labor Charges

** Subject to change with new refuse hauler contract in July

*** Fee is waived for any new single family residential structure of a size <1,500 square feet of living area.

FINANCE

Labor Costs

Town wide costs

2015 Fee

Salary + 61.86%

2016 Fee

Salary + 57.39%

COMMUNITY DEVELOPMENT DEPARTMENT 2016 FEE SCHEDULE ADJUSTMENTS

Pre-Development Fees

	<u>Current</u>	<u>Proposed</u>
Site Plan:	\$400 + contracted plan review costs + 2%	\$500
Site Plan/Sign Amendment:	\$250 + contracted plan review costs + 2%	\$300
Rezoning:	\$400 + costs of public notice	\$500
Special Exception:	\$400 + costs of public notice	\$500
Zoning Variance/Appeal:	\$400 + costs of public notice	\$500
Neighborhood Meeting/Conditional Use Permit:	\$250 + costs of public notice	\$300
PDD Master Plan Approval:	\$400 + costs of public notice	\$500
PDD Project Plan Approval:	\$400 + contracted plan review costs + 2%	\$500
Street Vacation:	\$500 + costs of public notice	\$500
Official Map Amendment:	\$400 + costs of public notice	\$500

Land Division Fees

Certified Survey Map		
W/out Road Dedication:	\$75+\$10/lot	\$100+\$10/lot
W/Road Dedication:	\$100+\$10/lot+contracted review costs+2%	\$150+\$10/lot

Plat

Total Fee:	\$300+\$30/lot+contracted review costs+2%	\$400+\$30/lot
Preliminary Plat:	\$200+\$20/lot	\$250+\$20/lot
Final Plat:	\$100+\$10/lot	\$150+10/lot

Condominium

Total Fee:	\$300+\$10/unit	\$400+\$10/unit
Preliminary Consultation:	\$200+\$5/unit	\$250+\$5/unit
Final Plan:	\$100+\$5/unit	\$150+\$5/unit

Miscellaneous Fees

Home Occupation License	N/A	\$25
Beekeeping License	N/A	\$25

Commercial Construction-Plumbing Fees

Minimum Permit Fee	\$20	\$30
New/Replacement Sanitary Sewer Lateral, Storm Sewer Lateral, Water Service	\$30/item	\$10/inch of pipe diameter
New fixture or water connected appliance	\$5/fixture or appliance	\$7/fixture or appliance
Repair, re-pipe, building drain, sewer cap	\$20	\$30

"EXHIBIT A"

Residential 1 & 2 Family Construction

	<u>Current</u>	<u>Proposed</u>
Plumbing-minimum permit fee	\$20	\$30
Plumbing-new fixture or water connected appliance	\$5/fixture or appliance	\$7/fixture or appliance
Pool, Hot Tubs/Spas	\$35	\$20+\$10/\$1,000 up to \$5,000 cost \$70+\$5/\$1,000 over \$5,000 cost
Wisconsin Uniform Building Permit Seal	N/A	\$35

Assessment-Property Record Maintenance Fee

Minor Alteration to a Commercial Building	N/A	\$50
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Fire Impact Fees

Residential		
Single Family:	\$266	\$268
Duplex or Multi-Family:	\$204/dwelling unit	\$206/dwelling unit
 Non-Residential:	 \$1.31/\$1,000 const. value	 \$1.32/\$1,000 const. value

TOWN OF GRAND CHUTE

ORDINANCE, SERIES OF O-18-2015

AN ORDINANCE AMENDING THE EXISTING FEE SCHEDULE FOR THE CODE OF GENERAL ORDINANCES FOR THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

WHEREAS, The Town of Grand Chute Town Board established the fee schedule as referred to in the Municipal Code,

WHEREAS, The Town Board may from time to time, modify the fees based upon justified program administration costs. Such modifications will not require that a public hearing be held; however, there will be public notice of proposed changes prior to Town Board action.

NOW THEREFORE BE IT ORDAINED by the Town Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin, amends the Fee Schedule as outlined in the attached "Exhibit A," which will be effective January 1, 2016.

If any provision of this ordinance is invalid or unconstitutional, or the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the above provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision, or its application.

Approved and adopted this _____ day of _____, 20_____

TOWN OF GRAND CHUTE

Number Voted For _____

Number Voted Against _____

David A. Schowalter
Town Chairman

Karen L. Weinschrott
Town Clerk

Approved as to form:

Herrling Clark Law Offices
800 N. Lynndale Drive
Grand Chute, WI 54914