

MEETING	DATE	TIME	LOCATION
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Town Board	Tuesday, January 15, 2019	Immediately following Sanitary District Meeting	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room
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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 are allowed to speak only about agenda items and must fill out a “Request to Speak” form and submit to the Town Clerk prior to the start of the meeting in order to 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.

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 Regular Meeting minutes – January 3, 2019
2. Licensing: *(applications on file in the clerk’s office)(License Committee recommends approval)*
 - a. Operator’s License Applications to expire: 2020 dated 12/18/18, 12/26/18, and 1/4/19
 - b. Approve a four-month extension for Triple P’s Bar, LLC “Class B” Beer and Liquor License
3. Accept Monthly Reports: Community Development, Fire Department, Police Department, Public Works, and Parks Commission

E. FINANCIAL REPORTS

1. Approval of Voucher List – January 15, 2019

F. UNFINISHED BUSINESS

1. Approval of the Police Union Contract.

G. NEW BUSINESS

1. Plan Commission Recommendations:
 - a. CSM-01-19 Certified Survey Map approval requested by Robert H. and Gladys M. Ebben Revocable Trust, 5300 and 5510 N. McCarthy Road, for approval of a lot consolidation CSM with roadway dedication. PC recommends approval.
 - b. CSM-03-19 Certified Survey Map approval requested by Wisconsin Electric Power Company, Terry A. Piller, and Lori L. Mueller, at properties located in the 5000 block of W. Greenville Drive, for approval of a 3-lot CSM with roadway dedication. Director Buckingham to reports results from 1/15/2019 PC meeting.
2. Donation of remnant strip of land at the northeast corner of W. College Avenue and N. McCarthy Road to Outagamie County for the CTH CA – Casaloma Drive to CTH CB highway project.
3. Approve the special assessment methodology for the 2019 W. Spencer Street urbanization project.
4. Approve an Amendment to the Offer to Purchase from Fore Dreams, LLC, for the property at 850 W. Evergreen Drive.

5. Approve an Amendment to the Offer to Purchase from Jay Peters, for the property at 4120 N. Galaxy Drive.
6. Discussion/action on a petition request to clear snow and perform winter maintenance on the Gillett Street trail.
7. Approve the revised Town Board meeting calendar due to having no Spring Primary Election. (PC, SD, TB meetings will be on Tuesday, February 19 instead of Thursday, February 21)
8. Discussion/action on a College Avenue speed reduction proposal.
9. Approve submission of a Fire Prevention and Safety Grant to the Federal Emergency Management Agency (FEMA) in the amount of \$109,500 to fund purchasing of 7,300 Stovetop Firestop Units for multi-family dwelling oven range hoods.

H. ADJOURNMENT

Public Notice: Agendas are posted in the following locations: Town Hall bulletin boards & Town website www.grandchute.net 2015 Wisconsin Act 79 allows the publication of certain legal notices on an Internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an Internet site maintained by the local government.

Special Accommodations: Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at (920-832-5644) with at least 24-hour notice.

Notice of Possible Quorum: A quorum of the Sanitary Districts, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Community Development Authority, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Sanitary Districts, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission will be taken at this meeting.

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – JANUARY 3, 2019

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:32 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Jeff Nooyen, Bruce Sherman, Travis Thyssen, Eric Davidson, and Angie Cain, Town Clerk

STAFF: Jim March, Town Administrator; Greg Peterson, Police Chief; Tim Bantes, Fire Chief; Katie Schwartz, Public Works Director; Julie Wahlen, Finance Director; Brent Braun, IT Director; Karen Heyrman, Deputy Director of Public Works; Mike Patza, Town Planner; Carl Sutter, McMahon Associates; Atty. Rossmeissl, Herrling Clark Law Offices

OTHERS: 0 signed attendance

APPROVAL OF AGENDA/ORDER OF THE DAY

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

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approval of Regular Meeting minutes – December 18, 2018

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

Operator Licenses:

Approval of Applications to expire: 2020 dated 12/7/18

Appleton Baseball Club, 2400 N. Casaloma Drive, for wedding fireworks on Saturday, March 23, 2019.

CONDITIONS: 1) No fireworks may begin after 10:00 p.m., 2) Display must comply with NFPA 1123 standards

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

FINANCIAL REPORTS

Approval of Voucher List – January 3, 2019

\$471,995.29 (93457-93474); Payroll \$355,511.28; ACH \$155,453.17

Motion (Nooyen/Sherman) to approve the voucher list. Motion carried.

NEW BUSINESS

Plan Commission Recommendations:

Grand Chute Official Map 2018 Amendments. Ordinance No. O-01-2019. Planner Patza to report results from 1/3/2019 PC meeting.

Planner Patza reported that Plan Commission recommended approval.

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

Appraisal Services Agreement with Tyler Technologies, Inc. for 2019 Annual Assessment Services in the amount of \$125,000.00.

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

Approve entering into a contract with a private tow company for towing, storage, and disposition of abandoned vehicles reported to and investigated by the Grand Chute Police Department.

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

RESOLUTIONS

Preliminary Resolution TBR-01-2019 declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2015-16 as amended for W. Greenville Drive (CTH GV) street reconstruction and urbanization – 440 feet northwest of N. McCarthy Road to 600 feet southeast of N. McCarthy Road.

Motion (Sherman/Nooyen) to approve TBR-01-2019 with changes made by the attorney. Motion carried.

ADJOURNMENT

Motion (Thyssen/Davidson) to adjourn meeting. Motion carried.

Meeting adjourned at 6:36 p.m.

These minutes were taken at a regular meeting held on January 3, 2019 and entered in this record book, January 4, 2019 by:

Angie Cain

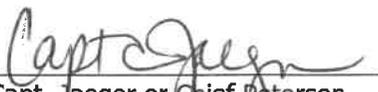
Angie Cain, Town Clerk
Town of Grand Chute
Initial Draft

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2020). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

BERGH, DANIEL J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BRUCE, MIA J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUSH, RANDI E	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CARTRETTE, COLE A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHARRON, ALYSSA M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHURCHILL, KAYLA M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DUNBAR, MORGAN M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HERMSEN, JENNIFER L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HUDSON, JAMES E	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JOHNSON, WENDY F	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MATULLE, TREVOR W	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MCSORLEY, PAMELA J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTZKE, KAYLA R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VANNES, TRE J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WEAVER, ANDREW J	<input checked="" type="checkbox"/>	<input type="checkbox"/>


Capt. Jaeger or Chief Peterson

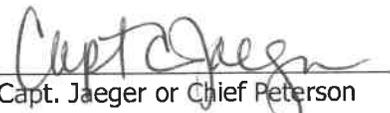
Date: 12/21/18

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2020). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

- Arfstrom, Bryce H.
- Juarez, Anna A.
- Nitzband, Michael S.
- Schmidt, Kimberly J.
- Sykora, Holly A.

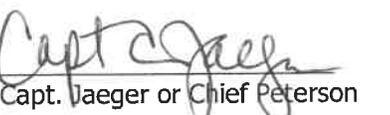

Capt. Jaeger or Chief Peterson

Date: 1/8/19

RENEWAL

Approve Deny

- Triolo, Tom M.


Capt. Jaeger or Chief Peterson

Date: 1/8/19

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2020). Amended applications where background check already complete and now resubmitted

NEW

	Approve	Deny
Blaska, Sharon L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brueggeman, Renee M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flewellen, Jessica L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fraser, Michael J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hobart, Ivy S	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Klotz, Michael A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Linley, Brittney N	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sager, James R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zimmerman, Lacey M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zepeda, Zarick A	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Capt. Jaeger or Chief Peterson

Date: 1/8/19



AGENDA REQUEST
1/15/2019

TOPIC: Triple P's Bar, LLC 4-month extension request

<input 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: Clerk's Office	Submitted By: Angie Cain, Town Clerk

ISSUE: Shall the Town Board approve a 4-month extension for Triple P's Bar, LLC.

BACKGROUND/ANALYSIS: On September 21, 2018, the Clerk's Office was notified that Mr. Stephanie (owner and manager) was looking for new location to reopen Triple P's Bar and was they were no longer operating at 5015 W. Greenville Drive. The 4-month nonuse deadline would be January 21, 2019.

The Town's Municipal Code 335-15 A and B addresses the procedures for non-use of a liquor license for a period of four months or greater. Mr. Stephanie is requesting a four-month extension to continue his search for another location within Grand Chute to operate his business.

RECOMMENDATION: The Clerk's Office recommends granting a one-time request for a 4-month extension for Triple P's.

FISCAL IMPACT: N/A

ATTACHMENTS: Letter from Triple P's requesting an extension.
Municipal Code 335-15

January 7, 2019

To: Grand Chute Town Clerk

Grand Chute Town Board

Re: License extension per Chapter 335-15

I am writing to request an extension for our liquor license associated with Triple P's Bar, LLC formally located at 5015 W Greenville Dr. We are in search of a new location. We are requesting a four-month extension to be able to continue our search in the Grand Chute area. We have enjoyed being in the Grand Chute area and would love to remain in that area.

If you should have any questions, please feel free to contact me at 920-889-0264 or my business partner Dan at 920-210-0296.

Thank you for your time and look forward to working with the Town of Grand Chute in the future.

Sincerely

A handwritten signature in cursive script that reads "Kevin Stephanie". The signature is written in black ink and is positioned above the printed name.

Kevin Stephanie

Owner/Manager Triple P's Bar

§ 335-15 Licenses not used for extended periods.

- A. Any person who has been granted a "Class B" liquor and beer license for the operation of a liquor license premises who does not make use of such liquor license by operation of said premises for a period of four months shall be deemed to have forfeited such license, with the exception of premises that, by virtue of their operation, are only open for a portion of each year. Upon knowledge of such failure to use, the Town Clerk shall notify the license holder by certified or registered mail that the license is deemed to have been forfeited and direct by said certified or registered mail that the license holder deliver the license and surrender the license to the Town Clerk.
- B. In the event the holder of said license encounters undue hardship or unusual circumstances beyond the license holder's control, the license holder can request an extension of up to four months from the Town Board. The license holder must first address his or her request to the Licensing Committee, who will consider the request and provide a recommendation to the Town Board. Within the extension period of four months, the license holder may ask, and the Town Board may grant, an extension up to a further period of four months. The Town Board shall not authorize extensions in excess of four months. The decision of the Town Board in any extension request shall be final and binding.

TOWN OF GRAND CHUTE - DEPARTMENT OF COMMUNITY DEVELOPMENT

PERMIT ACTIVITY REPORT

REPORT PERIOD - DECEMBER 2018

	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
Permits Issued								
Building Permits	21	22%	624	34%	24	27%	585	36%
Electric Permits	19	20%	385	21%	17	19%	329	20%
Plumbing Permits	22	23%	450	25%	26	29%	403	25%
HVAC Permits	35	36%	375	20%	22	25%	300	19%
Other Permits	0	0%	0	0%	0	0%	0	0%
Total Permits Issued	97		1834		89		1617	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
Projects								
New Single Family Dwellings	7	33%	112	18%	2	8%	82	14%
New Duplexes	0	0%	6	1%	1	4%	4	1%
New Multi-Family Dwellings	0	0%	2	0%	0	0%	13	2%
New Residential Access Bldgs	0	0%	94	15%	3	13%	90	15%
New Commercial/Ind Bldgs	0	0%	20	3%	1	4%	38	6%
Residential Additions & Alter	5	24%	133	21%	5	21%	136	23%
Comm/Ind Additions & Alter	6	29%	104	17%	7	29%	105	18%
Signs	2	10%	71	11%	3	13%	64	11%
Other Projects	1	5%	82	13%	2	8%	53	9%
Total Projects	21		624		24		585	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
Projects By Zone								
Single Family (RSF)	11	52%	344	55%	6	25%	310	53%
Two Family (RTF)	0	0%	15	2%	1	4%	10	2%
Multi-Family (RMF)	1	5%	31	5%	2	8%	27	5%
Local Commercial (CL)	0	0%	73	12%	6	25%	69	12%
Regional Commercial (CR)	5	24%	66	11%	1	4%	70	12%
Planned Commercial (CP)	1	5%	30	5%	3	13%	30	5%
Industrial (IND)	1	5%	40	6%	3	13%	49	8%
Exclusive Agriculture	0	0%	0	0%	0	0%	0	0%
General Agriculture	2	10%	25	4%	2	8%	20	3%
Total Proj. by Zoning Dist.	21		624		24		585	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
New Dwelling Units								
Construction Costs (Ave.)	\$	267,000	\$	242,842	\$	200,000	\$	215,668
Calculated Permit Fees (Ave.)	\$	677	\$	649	\$	591	\$	631
Finished Floor Area (Ave. sq. ft.)		2,370		2,140		1,716		2,133
Garage Area (Ave. sq. ft.)		921		894		525		785
Lot Area (Ave. sq. ft.)		23,145		19,626		14,316		15,720
With Municipal Sewer (%)		100%		100%		100%		99%
With Municipal Water (%)		100%		100%		100%		99%
On Mapped Floodplain Lots (%)		0%		0%		0%		0%
	Year							
	2018 YTD	2017	2016	2015	2014	2013	2012	2011
New Dwelling Units								
In Single Family Homes	112	82	66	73	64	71	53	33
In Duplexes	12	8	2	2	2	0	0	0
In Multi-Family Apartment Units	20	190	40	59	8	32	160	172

TOWN OF GRAND CHUTE - DEPARTMENT OF COMMUNITY DEVELOPMENT

PERMIT ACTIVITY REPORT

REPORT PERIOD - DECEMBER 2018

	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Costs By Project	Cost	% of Total	Cost	% of Total	Cost	% of Total	Cost	% of Total
New Single Family Dwellings	\$ 2,263,545	39%	\$ 32,133,382	23%	\$ 462,521	10%	\$ 21,431,047	22%
New Duplexes	\$ -	0%	\$ 1,851,893	1%	\$ 282,600	6%	\$ 1,179,323	1%
New Multi-Family Dwellings	\$ 100,000	2%	\$ 3,189,870	2%	\$ -	0%	\$ 16,791,654	17%
New Residential Access Bldgs	\$ 1,250	0%	\$ 916,936	1%	\$ 46,130	1%	\$ 680,270	1%
New Commercial/Ind Bldgs	\$ 137,700	2%	\$ 71,025,802	51%	\$ 1,400,000	30%	\$ 38,528,519	39%
Residential Additions & Alter	\$ 263,306	5%	\$ 3,453,626	2%	\$ 128,314	3%	\$ 3,035,698	3%
Comm/Ind Additions & Alter	\$ 3,012,000	52%	\$ 22,023,326	16%	\$ 1,427,291	31%	\$ 14,196,439	14%
Signs	\$ 3,800	0%	\$ 2,376,541	2%	\$ 19,510	0%	\$ 1,003,070	1%
Other Projects	\$ -	0%	\$ 1,235,901	1%	\$ 868,327	19%	\$ 1,729,563	2%
Total Costs by Project Type	\$ 5,781,601		\$ 138,207,277		\$ 4,634,693		\$ 98,575,584	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Costs By Work Type	Cost	% of Total	Cost	% of Total	Cost	% of Total	Cost	% of Total
Building Construction	\$ 4,286,302	74%	\$ 102,982,738	75%	\$ 2,787,771	60%	\$ 74,867,119	76%
Electrical	\$ 451,569	8%	\$ 15,184,992	11%	\$ 1,112,021	24%	\$ 9,621,961	10%
Plumbing	\$ 350,574	6%	\$ 10,896,246	8%	\$ 507,980	11%	\$ 7,276,356	7%
HVAC	\$ 693,156	12%	\$ 9,143,300	7%	\$ 226,921	5%	\$ 6,810,148	7%
Other	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Total Costs by Work Type	\$ 5,781,601		\$ 138,207,277		\$ 4,634,693		\$ 98,575,584	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Costs By Zoning District	Cost	% of Total	Cost	% of Total	Cost	% of Total	Cost	% of Total
Single Family (RSF)	\$ 2,324,956	40%	\$ 43,664,667	32%	\$ 326,781	7%	\$ 23,363,419	24%
Two Family (RTF)	\$ 12,776	0%	\$ 782,320	1%	\$ 27,750	1%	\$ 969,968	1%
Multi-Family (RMF)	\$ 186,075	3%	\$ 7,575,647	5%	\$ 506,400	11%	\$ 18,953,394	19%
Local Commercial (CL)	\$ 262,650	5%	\$ 21,374,076	15%	\$ 930,624	20%	\$ 16,884,029	17%
Regional Commercial (CR)	\$ 2,707,150	47%	\$ 20,200,791	15%	\$ 199,900	4%	\$ 11,823,108	12%
Planned Commercial (CP)	\$ 34,000	1%	\$ 10,218,534	7%	\$ 178,306	4%	\$ 4,593,549	5%
Industrial (IND)	\$ 100,000	2%	\$ 8,395,026	6%	\$ 2,459,082	53%	\$ 16,146,873	16%
Exclusive Agriculture	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
General Agriculture	\$ 153,994	3%	\$ 25,996,215	19%	\$ 5,850	0%	\$ 5,841,243	6%
Total Costs by Zoning Dist.	\$ 5,781,601		\$ 138,207,277		\$ 4,634,693		\$ 98,575,584	
	YEAR							
Total Costs By Year	2018 YTD	2017	2016	2015	2014	2013	2012	2011
	\$ 138,207,277	\$ 98,638,083	\$ 78,371,494	\$ 84,705,003	\$ 62,532,610	\$ 65,715,620	\$ 61,301,129	\$ 57,687,506

TOWN OF GRAND CHUTE - DEPARTMENT OF COMMUNITY DEVELOPMENT

PERMIT ACTIVITY REPORT

REPORT PERIOD - DECEMBER 2018

	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Fees By Fee Type	Fees	% of Total	Fees	% of Total	Fees	% of Total	Fees	% of Total
Building Permits	\$8,425.00	26%	\$227,457.00	31%	\$7,188.00	30%	\$214,547.00	31%
Electric Permits	\$2,292.00	7%	\$54,903.00	7%	\$3,090.00	13%	\$43,693.00	6%
Plumbing Permits	\$3,371.00	11%	\$64,130.00	9%	\$3,156.00	13%	\$51,458.00	8%
HVAC Permits	\$4,341.00	14%	\$44,836.50	6%	\$2,113.00	9%	\$36,330.60	5%
Building Plan Review	\$1,650.00	5%	\$44,200.00	6%	\$2,350.00	10%	\$40,625.00	6%
SAC Fees	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1% SAC Fees	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Wis. Uniform Building Seal	\$245.00	1%	\$4,190.00	1%	\$165.00	1%	\$3,130.00	0%
Park Fee	\$2,800.00	9%	\$52,400.00	7%	\$1,400.00	6%	\$72,400.00	11%
Driveway/Access Permits	\$360.00	1%	\$6,330.00	1%	\$0.00	0%	\$4,860.00	1%
Drainage Plan Review	\$400.00	1%	\$2,100.00	0%	\$0.00	0%	\$1,550.00	0%
Drainage Inspections	\$2,450.00	8%	\$63,000.00	8%	\$1,050.00	4%	\$53,600.00	8%
Erosion Control Plan Review	\$600.00	2%	\$11,800.00	2%	\$300.00	1%	\$8,700.00	1%
Erosion Control Inspections	\$1,500.00	5%	\$29,500.00	4%	\$750.00	3%	\$21,500.00	3%
Permit Penalty Fees	\$184.00	1%	\$590.00	0%	\$0.00	0%	\$1,284.00	0%
Fire Department Impact Fees	\$2,009.00	6%	\$107,651.00	14%	\$980.00	4%	\$98,343.00	14%
Assessment Maintenance Fee	\$1,200.00	4%	\$30,940.00	4%	\$1,300.00	5%	\$32,570.00	5%
Total Permit Fees By Zoning Dist.	\$31,827.00		\$744,027.50		\$23,842.00		\$684,590.60	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Fees By Project Type	Fees	% of Total	Fees	% of Total	Fees	% of Total	Fees	% of Total
New Single Family Dwellings	\$20,836.00	65%	\$316,081.40	42%	\$5,731.00	24%	\$228,871.00	33%
New Duplexes	\$0.00	0%	\$22,589.00	3%	\$3,224.00	14%	\$14,744.00	2%
New Multi-Family Dwellings	\$566.00	2%	\$29,838.00	4%	\$900.00	4%	\$143,757.00	21%
New Res. Access Bldgs	\$80.00	0%	\$8,316.60	1%	\$337.00	1%	\$6,660.00	1%
New Commercial/Ind Bldgs	\$636.00	2%	\$175,468.00	24%	\$2,927.00	12%	\$130,691.10	19%
Residential Additions & Alter	\$2,337.00	7%	\$34,063.00	5%	\$1,911.00	8%	\$30,808.50	5%
Comm/Ind Additions & Alter	\$7,197.00	23%	\$132,570.50	18%	\$8,327.00	35%	\$110,111.00	16%
Signs	\$150.00	0%	\$15,376.00	2%	\$250.00	1%	\$12,150.00	2%
Other Projects	\$25.00	0%	\$9,725.00	1%	\$235.00	1%	\$6,798.00	1%
Total Permits Fees by Project Type	\$31,827.00		\$744,027.50		\$23,842.00		\$684,590.60	
	2018				2017			
	DECEMBER		YTD		DECEMBER		YTD	
Fees By Zoning District	Fees	% of Total	Fees	% of Total	Fees	% of Total	Fees	% of Total
Single Family (RSF)	\$22,419.00	70%	\$363,762.00	49%	\$7,285.00	31%	\$262,518.50	38%
Two Family (RTF)	\$173.00	1%	\$11,014.00	1%	\$223.00	1%	\$11,920.00	2%
Multi-Family (RMF)	\$771.00	2%	\$52,907.00	7%	\$4,085.00	17%	\$152,013.00	22%
Local Commercial (CL)	\$1,096.00	3%	\$90,271.00	12%	\$3,820.00	16%	\$74,113.90	11%
Regional Commercial (CR)	\$5,066.00	16%	\$76,600.00	10%	\$2,109.00	9%	\$72,735.00	11%
Planned Commercial (CP)	\$399.00	1%	\$45,252.50	6%	\$1,517.00	6%	\$24,298.00	4%
Industrial (IND)	\$1,075.00	3%	\$56,411.00	8%	\$4,388.00	18%	\$68,768.00	10%
Agricultural (AED) and (AGD)	\$828.00	3%	\$47,810.00	6%	\$415.00	2%	\$18,224.20	3%
Total Permit Fees by Zoning Dist.	\$31,827.00		\$744,027.50		\$23,842.00		\$684,590.60	
	Year							
Total Fees By Year	2018 YTD	2017	2016	2015	2014	2013	2012	2011
	\$ 744,028	\$ 684,850	\$ 499,050	\$ 534,144	\$ 416,728	\$ 505,387	\$ 449,275	\$ 388,217

GRAND CHUTE FIRE DEPARTMENT

DECEMBER 2018 ACTIVITY REPORT



2250 Grand Chute Boulevard
Grand Chute, Wisconsin 54913
(920) 832-6050

"Protecting the lives, property, and environment for the community we serve."

INCIDENT STATISTICS

<u>CATEGORY</u>	<u>DEC</u>	<u>YTD</u>
Station #1 Incidents	91	948
Station #2 Incidents	110	1,256
Simultaneous Incidents	26	242
Multi-Company Incidents	18	281
Day (6A-6P) Incidents	146	1,503
Night (6P-6A) Incidents	55	701
Total Incidents	201	2,204

<u>CATEGORY</u>	<u>DEC 2018</u>	<u>DEC 2017</u>
Total Incidents	201	191

FRACTILE RESPONSE PERFORMANCE

(Percent Compliant)

<u>TIME</u>	<u>BENCHMARK</u>	<u>NOV</u>	<u>YTD</u>
Processing	60 Seconds	35%	60%
Fire Turnout	90 Seconds	74%	71%
EMS Turnout	60 Seconds	58%	66%
Travel	240 Seconds	49%	55%

<u>FIRE LOSS</u>	<u>DEC</u>	<u>YTD</u>
Property Value	\$2,900	\$32,433,545
Property Lost	\$300	\$298,600
Property Saved	\$2,600	\$32,134,945

<u>MUTUAL/AUTOMATIC AID</u>	<u>DEC</u>	<u>YTD</u>
Appleton (Given)	4	24
Appleton (Received)	1	28
Fox Crossing (Given)	0	4
Fox Crossing (Received)	1	14
Town of Center (Given)	0	0
Town of Center (Received)	0	1
MABAS Responses	0	3



GCFD responded to a two-vehicle accident with rollover, entrapment, and injuries at McCarthy Road and College Avenue. Crews extricated one entrapped individual who was then transported to the hospital.

OPERATIONS DIVISION

INCIDENT TYPE SUMMARY

<u>INCIDENT TYPE</u>	<u>DEC</u>	<u>YTD</u>
Fire	7	63
Overpressure	0	2
Rescue and EMS	102	1,248
Hazardous Condition	16	140
Service Call	11	144
Good Intent Call	48	409
False Alarm / Call	17	198
Severe Weather	0	0
Special Incident	0	0

<u>EMS REASON FOR CALL</u>	<u>DEC</u>	<u>YTD</u>
Abdominal Pain	3	30
Allergies	0	7
Animal Bite	0	0
Assault	0	8
Back Pain	2	25
Breathing Problem	5	135
Burns	0	3
Cardiac Arrest	4	33
Chest Pain	11	96
Choking	0	5
Convulsions / Seizure	5	63
Diabetic Problem	4	40
Drowning	0	0
Eye Problem	0	1
Fall Victim	20	211
Headache	0	6
Heart Problems	0	19
Heat / Cold Exposure	0	4
Hemorrhage / Laceration	3	17
Ingestion / Poisoning	3	31
Pregnancy / Childbirth	2	4
Psychiatric Problems	1	12
Sick Person	13	148
Stab / Gunshot Wound	0	2
Stroke / CVA	5	40
Traffic Accident	9	73
Traumatic Injury	2	52
Unconscious / Fainting	5	106
Unknown Problem / Man Down	3	40
Not Applicable	0	11



FIRE PREVENTION DIVISION

Inaugural “Firehouse Storytime” Held

On December 14th from 9:30 AM to 11:00 AM your Grand Chute Firefighters hosted the first of what we hope will be many “Firehouse Storytime” sessions at Station One.

Firefighter’s read several fire related storybooks and provided a tour of the fire station to the 45 adults accompanying more than 75

children! Holding events like this allows us to forge relationships with even the smallest Grand Chute citizens, a demographic which can be difficult to reach.



TRAINING DIVISION

Recruit Class 2018-1 Graduation

On December 16th six new Probationary Firefighters were officially recognized as the

newest members of the GCFD Family during the Graduation Ceremony for Recruit Academy Class 2018-1. Congratulations!



<u>TRAINING CATEGORY</u>	<u>DEC HRS</u>	<u>YTD HRS</u>
Administrative	83.25	238.0
Apparatus Operations	0.0	238.5
Emergency Medical	71.25	1,411.15
Fire Suppression	27.75	1,189.3
Special Operations	32.0	160.75
Recruit Academy	95.25	515.25
Officer Development	15.0	528.51
Risk Reduction	0.25	64.0
Total Training Hours	324.25	4,345.46

RISK REDUCTION SUMMARY

<u>CODE ENFORCEMENT</u>	<u>DEC</u>	<u>YTD</u>
Routine Inspections	119	3,566
Pre-Occupancy	4	40
System Acceptance	0	61
Membrane Structure	0	34
Violations	173	4,983

<u>PUBLIC EDUCATION</u>	<u>DEC</u>	<u>YTD</u>
Events	7	91
Citizen Contacts	501	11,218

<u>FIRE PERMITS</u>	<u>DEC</u>	<u>YTD</u>
Recreational	0	754
Agricultural	0	14

<u>SOCIAL MEDIA</u>	<u>DEC</u>	<u>TOTAL</u>
Facebook “Likes”	62	4,592
Twitter “Followers”	9	1,725



TOP SOCIAL MEDIA POST

A post honoring retiring Lt. Mark Heling for his 42 years of service as he worked his last shift with the Grand Chute Fire Department on December 28th reached 13,683 Facebook users!

Mark has served in every rank as a member of the GCFD, including Fire Chief, over his more than four decades of service. We thank him for his exemplary dedication to the citizens and visitors of Grand Chute!



To: Dave Schowalter, Town Chairman
Members of the Town Board
From: Karen Heyrman, P.E. kmh
Deputy Director of Public Works
Re: Grand Chute Park Commission Monthly Report
Date: January 15, 2019

Town Center Park Updates

A second series of fitness classes is scheduled to be instructed by YMCA staff at Town Center Park Wednesdays and Fridays starting January 16th. Class that have the minimum of ten participants are Yoga, Zumba, and Tai Chi.

Staff will be meeting with other departments later this month to begin planning for the Grand Opening of this facility.

Comprehensive Outdoor Recreation Strategy (CORS)

The Park Commission will begin discussions for development of a 5-year Capital Improvement Plan for the priorities identified in the CORS plan update.

Staff is recommending parking lot improvements as the priority at Lecker Park. This work would be planned to coincide with the resurfacing of the road leading to the park in 2020.

Improvements to the fence are recommended to occur in phases with replacement of the fence section and gate along the road done first. The remainder of the repairs to this one mile long fence are recommended as needed and would be done by park staff where possible. Staff is investigating a solar controlled security light for 2019 due to activity currently being monitored by Grand Chute Police Department. Staff will request Park Commission approval for a wetland delineation with budgeted funds that would be completed during the 2019 growing season. The results of this study are valid for 5 years.

Removal of the metal pole building at Maple Edge Park will be completed in 2019 and the concrete floor left in place. The concrete surface will be sealed to protect it from elements. The staff recommendation at Maple Edge Park is to complete the shelter and restrooms prior to the sports court, hoops, fencing and equipment for two basketball half courts and four pickleball courts planned on the existing concrete.

Staff will finalize the timeline for all CIP improvements in June. The remaining Park Commission CIP improvement discussions, by month, are as follows:

- February 11, 2019 – Town Center Park and Patriot Park
- March 11, 2019 – Lions Park and Arrowhead Park
- April 8, 2019 – Carter Woods Park and Prairie Hill Park
- May 13, 2019 – Brookview Parcel and Starview Parcel

Staff will be meeting several times before each Park Commission meeting to review what is in the CORS study and develop a recommendation to the Park Commission. The results of each meeting will be communicated to the Town Board in the monthly Park Commission Report to the Town Board that follows each discussion.

Lecker Park

Park staff closed the ski/bike trails at Lecker Park on January 7.

Dog Park

Outagamie County will do a presentation on the Dog Park at the January Park Commission meeting.

Grand Chute Police Department



Monthly Report

December 2018

	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
Total # of Incidents	1912	1862	3%	21683	21728	0%
Citizen Generated	924	1199	-23%	12553	13814	-9%
Officer Initiated	988	663	49%	9130	7914	15%
CSO Calls	288	238	21%	2924	2636	11%
Citizen Contacts/Warnings	298	252	18%	2903	2685	8%
Traffic Citations	332	269	23%	3482	2844	22%
Speeding	115	57	102%	990	701	41%
Seatbelt	2	1	100%	51	68	-25%
OWI	12	12	0%	143	98	46%
Accidents	181	198	-9%	1527	1730	-12%
Ordinance Summons	61	66	-8%	628	893	-30%
Retail Theft	31	22	41%	231	437	-47%
UA Drinking	0	2	-100%	35	44	-20%
Parking Tickets	53	61	-13%	279	293	-5%
Warrant Pick Ups	22	20	10%	277	227	22%

	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
Adult Criminal Confinements	32	27	19%	318	271	17%
Adult Criminal Referrals	9	23	-61%	316	393	-20%
Juvenile Criminal Referrals	1	3	-67%	28	63	-56%
Offense Reports	321	279	15%	3550	3705	-4%
Emergency Detentions	3	4	-25%	57	67	-15%
Alcohol Holds	1	0	#DIV/0!	8	9	-11%
False Alarms	64	34	88%	542	489	11%

Service Request Distribution By Request Type

Request Type	Request Count	Average Duration (days)	Average Duration (hours)	Percentage
Building Maintenance	1	10.00	240.00	5.9%
Customer Service	1	1.00	24.00	5.9%
Drainage Issue	1	10.00	240.00	5.9%
Internal Department Request	1	7.00	168.00	5.9%
Mailbox Damage	1	1.00	24.00	5.9%
Plowing/Salting Issues	2	2.50	60.00	11.7%
Sidewalk not Shoveled	3	21.00	504.00	17.6%
Sign Damage	1	13.00	312.00	5.9%
Sign Maintenance/Repair	1	3.00	72.00	5.9%
Snow Events	5	12.40	297.60	29.4%
Total Service Requests	17	10.29	247.06	

Service Request Distribution By Request Type



Building Maintenance	5.9%
Customer Service	5.9%
Drainage Issue	5.9%
Internal Department Request	5.9%
Mailbox Damage	5.9%
Plowing/Salting Issues	11.8%
Sidewalk not Shoveled	17.6%
Sign Damage	5.9%
Sign Maintenance/Repair	5.9%
Snow Events	29.4%
Total:	100.0%

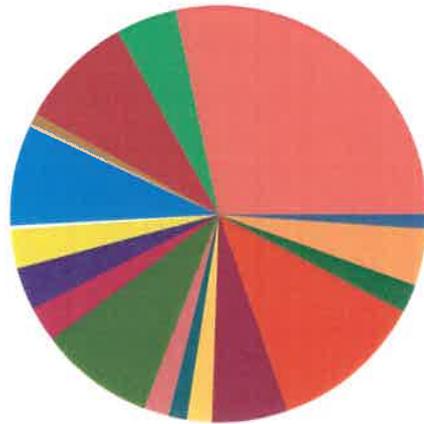
Cost Summary by Task Type

Task Type	Labor Hours	Labor Cost	Equipment Cost	Material Cost	Contractor Cost	Overhead Cost	Total Cost	%
002 Building Maintenance	37.8	\$1,321.87	\$29.60	\$0.00	\$0.00	\$0.00	\$1,351.47	1.0%
030 Forestry	107.5	\$3,309.20	\$2,966.81	\$0.00	\$0.00	\$0.00	\$6,276.01	4.6%
004 Inspection	70.0	\$2,243.58	\$579.42	\$0.00	\$0.00	\$0.00	\$2,823.00	2.1%
017 Leave	549.4	\$16,526.42	\$0.00	\$0.00	\$0.00	\$0.00	\$16,526.42	12.1%
005 Maintenance	221.5	\$5,863.49	\$1,953.44	\$0.00	\$0.00	\$0.00	\$7,816.93	5.7%
006 Miscellaneous	90.0	\$2,782.58	\$148.00	\$0.00	\$0.00	\$0.00	\$2,930.58	2.1%
007 Park Building Maintenance	42.8	\$1,302.44	\$321.90	\$0.00	\$0.00	\$0.00	\$1,624.34	1.2%
008 Park Ground Maintenance	63.5	\$1,724.32	\$1,093.48	\$0.00	\$0.00	\$0.00	\$2,817.80	2.1%
009 Repair	278.0	\$8,534.10	\$3,392.89	\$0.00	\$0.00	\$0.00	\$11,926.99	8.7%
010 Service/Customer	90.0	\$2,864.06	\$1,161.80	\$0.00	\$0.00	\$0.00	\$4,025.86	2.9%
011 Services	68.8	\$2,353.92	\$2,022.64	\$0.00	\$0.00	\$0.00	\$4,376.56	3.2%
027 Sewer Services	98.0	\$3,049.31	\$1,253.56	\$0.00	\$0.00	\$0.00	\$4,302.87	3.2%
024 Stormwater Maintenance	4.0	\$97.46	\$29.60	\$0.00	\$0.00	\$0.00	\$127.06	0.1%
012 Street Maintenance	261.8	\$7,523.88	\$3,208.40	\$0.00	\$0.00	\$0.00	\$10,732.28	7.9%
013 Structure Repair/Maintenance	16.0	\$445.14	\$45.88	\$0.00	\$0.00	\$0.00	\$491.02	0.4%
019 Summer Park Activities	37.0	\$821.03	\$207.20	\$0.00	\$0.00	\$0.00	\$1,028.23	0.8%
015 Trail Maintenance	8.0	\$179.28	\$0.00	\$0.00	\$0.00	\$0.00	\$179.28	0.1%
016 Vehicle Maintenance	311.5	\$11,784.99	\$386.00	\$0.00	\$0.00	\$0.00	\$12,170.99	8.9%
022 Water Services	155.5	\$4,649.09	\$1,790.80	\$0.00	\$0.00	\$0.00	\$6,439.89	4.7%
028 Winter Maintenance	391.0	\$19,497.17	\$19,043.64	\$0.00	\$0.00	\$0.00	\$38,540.81	28.2%
Task Types: 20	2,901.9	\$96,873.32	\$39,635.06	\$0.00	\$0.00	\$0.00	\$136,508.38	

Cost Summary by Task Type

Task Type	Labor Hours	Labor Cost	Equipment Cost	Material Cost	Contractor Cost	Overhead Cost	Total Cost	%
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Cost Summary by Task Type



Building Maintenance	1.0%
Forestry	4.6%
Inspection	2.1%
Leave	12.1%
Maintenance	5.7%
Miscellaneous	2.1%
Park Building Maintenance	1.2%
Park Ground Maintenance	2.1%
Repair	8.7%
Service/Customer	2.9%
Services	3.2%
Sewer Services	3.2%
Stormwater Maintenance	0.1%
Street Maintenance	7.9%
Structure Repair/Maintenance	0.4%
Summer Park Activities	0.8%
Trail Maintenance	0.1%
Vehicle Maintenance	8.9%
Water Services	4.7%
Winter Maintenance	28.2%
Total:	100.0%

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 93533:						8,111.38
93534	01/15/2019	WTA/TAC	010419	WTA MEMBERSHIP INVOICE	10-18-51100-321	2,500.00
Total 93534:						2,500.00
Grand Totals:						415,292.24

Dave Schowalter, Chairman: _____

Jeff Nooyen, Supervisor: _____

Travis Thyssen, Supervisor: _____

Bruce Sherman, Supervisor: _____

Eric Davidson, Supervisor: _____

Angie Cain, Clerk: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
93478	01/04/2019	GRAND CHUTE UTILITIES	10318-FS 2 W	WATER - FIRE STATION 2 9/1-11/30/18	10-13-52200-220	102.85
93478	01/04/2019	GRAND CHUTE UTILITIES	10318-FS2	UTILITIES FIRE STATION 2 9/1-11/30/18	10-13-52200-220	534.83
93478	01/04/2019	GRAND CHUTE UTILITIES	10318-HVD	UTILITIES OLD FIRE STATION 2 9/1-11/30/18	10-18-51600-220	541.21
Total 93478:						1,178.89
93479	01/04/2019	NETWORK HEALTH	010419	HEALTH INS	10-13-52200-134	1,601.62
Total 93479:						1,601.62
93482	01/15/2019	ACC AUTOMATED COMFORT	22921	SERVICE TOWN HALL BLDG RTU #2	10-18-51600-290	1,502.64
93482	01/15/2019	ACC AUTOMATED COMFORT	22922	FALL 2018 MAINT ON TOWN HALL BLDG HVAC SY	10-18-51600-290	4,529.00
Total 93482:						6,031.64
93483	01/15/2019	AJS PROPERTIES, LLC	010419	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	27.62
Total 93483:						27.62
93484	01/15/2019	ANBA	01072019	2019 DUES FOR ANBA	10-18-51100-321	50.00
Total 93484:						50.00
93485	01/15/2019	ARTHUR J. GALLAGHER RMS	2845608	DRONE INS	10-18-51938-003	1,128.00
Total 93485:						1,128.00
93486	01/15/2019	BADGER MAILING & SHIPPING	112297	CIS SCANNER	10-18-51400-810	3,034.25
Total 93486:						3,034.25
93487	01/15/2019	BAYCARE HEALTH SYSTEMS	1641589	MED DIRECTOR SERVICES	10-13-52200-210	500.00
Total 93487:						500.00
93488	01/15/2019	BLUEMEL'S GARDEN & LANDS	2018-14 #1	PAY REQ 1 - TOWN CENTER PARK PLAYGROUND	55-16-57620-000	110,190.50
Total 93488:						110,190.50
93489	01/15/2019	CITY OF APPLETON	1343	ELECTION NOTICE	10-12-51440-320	51.04
Total 93489:						51.04
93490	01/15/2019	CITY OF WAUWATOSA	011019	ALPR DUES	10-17-52100-321	100.00
Total 93490:						100.00
93491	01/15/2019	CONNECTING POINT	0005768-IN	SERVICE SUPPORT BLOCK	10-18-51400-290	14,000.00
93491	01/15/2019	CONNECTING POINT	502069P-IN	DOWN PAYMENT	10-18-51400-290	42,000.00
93491	01/15/2019	CONNECTING POINT	502069Q-IN	FIX PROJECTOR SCREEN/DOWN PAYMENT	10-18-51400-810	3,500.00
Total 93491:						59,500.00
93492	01/15/2019	COTTINGHAM & BUTLER INSU	125206	TRAVEL EXPENSES FOR BIDWELL	10-18-51400-210	88.67
93492	01/15/2019	COTTINGHAM & BUTLER INSU	125207	MILEAGE FOR BIDWELL	10-18-51400-210	158.15

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 93492:						246.82
93493	01/15/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	350.60
Total 93493:						350.60
93494	01/15/2019	D & D 24 HOUR TOWING INC	40376	TOW CALL	10-14-53313-350	80.00
Total 93494:						80.00
93496	01/15/2019	DEER CREEK TECHNOLOGIE	2019-318	2019 SUBSCRIPTION	10-17-52110-321	1,102.08
Total 93496:						1,102.08
93498	01/15/2019	EWALD'S HARTFORD FORD L	010219	NEW SQUAD	10-17-52100-811	28,666.00
93498	01/15/2019	EWALD'S HARTFORD FORD L	01022019	NEW SQUAD	10-17-52100-811	28,666.00
Total 93498:						57,332.00
93500	01/15/2019	FIRE APPARATUS & EQUIPME	18930	PUMP HEATER MOTOR	10-13-52200-350	190.26
Total 93500:						190.26
93501	01/15/2019	FOX VALLEY COMMUNICATIO	3233	CHINESE TRANSLATION	10-17-52110-210	565.00
Total 93501:						565.00
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-FS#1	WATER USAGE 10/1-12/31/18 FIRE STATION 1	10-13-52200-220	53.05
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-FS1	UTILITIES FIRE STATION 1 10/1-12/31/18	10-13-52200-220	1,583.21
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-LIONS	UTILITIES LIONS PARK	10-16-55200-220	351.83
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-LP	UTILITIES LECKER PARK	10-16-55200-220	185.45
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-PHP	UTILITIES PRAIRIE HILL PARK	10-16-55200-220	406.31
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-TCP	UTILITIES TOWN CENTER PARK	10-16-55200-220	629.11
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-TH	UTILITIES TOWN HALL	10-18-51600-220	3,524.82
93503	01/15/2019	GRAND CHUTE UTILITIES	010319-THVS	UTILITIES TOWN HALL VEHICLE STORAGE	10-18-51600-220	394.88
Total 93503:						7,128.46
93504	01/15/2019	HEARTLAND BUSINESS SYST	293644-H	INFORMACAST ANNUAL MAINTENANCE	10-18-51400-290	1,022.70
93504	01/15/2019	HEARTLAND BUSINESS SYST	294522-H	WIRELESS CISCO PHONES	10-18-51400-310	970.74
93504	01/15/2019	HEARTLAND BUSINESS SYST	295225-H	AGREEMENT FLEX SERVICES	10-18-51400-290	23,625.00
93504	01/15/2019	HEARTLAND BUSINESS SYST	295564-H	NIMBLE STORAGE WARRANTY	10-18-51400-290	1,371.76
Total 93504:						26,990.20
93505	01/15/2019	IBS INC	122618-REF	REFUND FOR UTILITY OVERPAYMENT	99-00-11101	188.70
Total 93505:						188.70
93506	01/15/2019	IMAGE TREND INC	114514	EMS/FIRE MOBILE PRODUCTS	10-13-52200-810	11,550.00
Total 93506:						11,550.00
93507	01/15/2019	KE TRANS CHEM INC	1720	TC CLEANER, STAGE 2	10-14-53313-350	235.50

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 93507:						235.50
93509	01/15/2019	LEHNER, CARRIE	010219-TCP D	REFUND FOR TAX ON SECURITY DEPOSIT	10-00-24310	210.00
Total 93509:						210.00
93510	01/15/2019	MARCO, INC	24011809	COPIER BILL	10-18-51400-290	3,341.96
Total 93510:						3,341.96
93511	01/15/2019	MATTHEWS COMMERCIAL TIR	68705	MOUNT CUSTOMER SUPPLIED TIRE	10-14-53313-350	25.40
Total 93511:						25.40
93512	01/15/2019	MCMAHON	0601057	BUILDING PLAN REVIEW	10-11-52400-210	1,330.00
93512	01/15/2019	MCMAHON	0800449	OCR PUBLIC HEARING-EVERGREEN DR RR CROS	55-14-57331-000	1,586.00
93512	01/15/2019	MCMAHON	0800452	DESIGN SVCS FOR UTILITIES-W SPENCER STREE	55-14-57331-000	1,296.00
93512	01/15/2019	MCMAHON	0912583	TRAIL ADDITION REDESIGN-ELSNER RD URBANIZ	55-14-57331-000	12,479.02
Total 93512:						16,691.02
93513	01/15/2019	MID-AMERICAN RESEARCH C	0654157-IN	GLASS CLEANER	10-14-53313-340	98.26
Total 93513:						98.26
93514	01/15/2019	OSHKOSH FIRE & POLICE EQ	175634	CHARGE GUARD AUTOMATIC ON/OFF TIMER SWIT	10-14-53313-350	309.00
Total 93514:						309.00
93515	01/15/2019	OUTAGAMIE COUNTY FIRE C	2019 Dues	2019 ASSOC DUES	10-13-52200-321	50.00
Total 93515:						50.00
93516	01/15/2019	OUTAGAMIE COUNTY TREAS	119302	NOV. ELECTION EXPENSES	10-12-51420-290	107.40
Total 93516:						107.40
93518	01/15/2019	PROVANTAGE LLC	8285038	ZEBRA PRINTER	10-18-51400-810	313.07
93518	01/15/2019	PROVANTAGE LLC	8285412	COMPUTER MONITORS	10-18-51400-810	1,687.00
93518	01/15/2019	PROVANTAGE LLC	8285521	HP COLOR PRINTERS	10-18-51400-810	838.60
93518	01/15/2019	PROVANTAGE LLC	8285614	GENETEC PC	10-18-51400-810	2,135.00
93518	01/15/2019	PROVANTAGE LLC	8285786	COMPUTER MONITORS	10-18-51400-810	3,416.00
93518	01/15/2019	PROVANTAGE LLC	8286026	COMPUTER PARTS	10-18-51400-310	1,057.00
93518	01/15/2019	PROVANTAGE LLC	8286608	2 LAPTOPS	10-18-51400-810	3,745.00
93518	01/15/2019	PROVANTAGE LLC	8286676	REPAIR NON FUNCTIONING DOCKS	10-18-51400-360	598.00
93518	01/15/2019	PROVANTAGE LLC	8286679	LARGE DISPLAYS	10-18-51400-810	1,313.90
Total 93518:						15,103.57
93520	01/15/2019	RECYCLETHATSTUFF.COM	053246	COMPUTER RECYCLING	10-18-51400-290	1,046.50
93520	01/15/2019	RECYCLETHATSTUFF.COM	053251	COMPUTER RECYCLING	10-18-51400-290	795.20
Total 93520:						1,841.70
93521	01/15/2019	REGISTER OF DEEDS	201800000409	RECORDING FEES	10-09-56900-210	270.00

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Total 93521:						270.00
93522	01/15/2019	REINDERS	RRG8218	POLAR TRACK CONVERSION W/ATTACHMENTS	10-16-55200-810	38,134.63
Total 93522:						38,134.63
93523	01/15/2019	RICK STEFFENS ELECTRIC	8709	ADDING RECEPTICLES	10-18-51400-290	310.02
93523	01/15/2019	RICK STEFFENS ELECTRIC	8710	REPLACE BALLAST/REPAIR PARKING LOT LIGHTS	10-18-51600-290	1,467.52
93523	01/15/2019	RICK STEFFENS ELECTRIC	8719	ADD POWER IN TH - CONTRACTED SERVICES	10-18-51400-290	2,520.00
Total 93523:						4,297.54
93524	01/15/2019	SNOW GROOMING	2018-1901	DEPOSIT FOR GROOMING OF LECKER PARK TRAI	10-16-55400-290	1,000.00
Total 93524:						1,000.00
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706610	INSTALL CAMERA IN 2 MEETING ROOMS	10-18-51400-290	3,323.85
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706611	INSTALL AUTOVU CAMERA SYSTEM	10-18-51400-810	12,323.70
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706612	ADDITIONAL SECURITY CAMERAS OUTSIDE	10-18-51400-290	2,467.07
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706613	INSTALL 3 NEW CAMERAS	10-18-51400-290	3,467.92
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706615	REPLACE FIXED CAMERA WITH 360 CAMERA	10-18-51400-290	3,346.56
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706616	REPLACE DOME CAMERA IN LOBBY WITH 360 CA	10-18-51400-290	3,497.76
93525	01/15/2019	SYSTEMS TECHNOLOGIES	706617	INSTALL CAMERAS IN HALLWAY & EACH IT STOR	10-18-51400-290	3,188.30
Total 93525:						31,635.16
93526	01/15/2019	TAPCO	CM014252	CREDIT AGAINST INVOICE #1620257	10-14-53311-340	541.20
93526	01/15/2019	TAPCO	1624392	SHEETED BLANK 36"X9"X.125 HIP WHITE DBL FAC	10-14-53311-340	541.20
Total 93526:						.00
93527	01/15/2019	TRACKER SOFTWARE CORP	170-008	PUBWORKS ANNUAL SUPPORT & MAINTENANCE	10-14-53311-290	1,091.75
Total 93527:						1,091.75
93529	01/15/2019	VAN GRINSVEN, KRYSTAL	010319-MBD	MAILBOX REIMBURSEMENT - HIT 1/1/19	10-14-53311-340	75.00
Total 93529:						75.00
93530	01/15/2019	VANDER LINDEN, MARK	01022019-RE	PARK KEY SECURITY DEPOSIT REFUND TCP-ROO	10-00-23003	200.00
Total 93530:						200.00
93531	01/15/2019	VAN'S FIRE & SAFETY INC	4118477	2018 FIRE EXTINGUISHER MAINT TOWN HALL BLD	10-18-51600-290	765.29
Total 93531:						765.29
93532	01/15/2019	WISCONSIN CHIEFS OF POLI	1489	7727 MEMBERSHIP DUES	10-17-52100-321	80.00
Total 93532:						80.00
93533	01/15/2019	WISCONSIN DEPT OF TRANS	395-00001098	DESIGN OVERSIGHT-SPENCER STREET PROJECT	55-14-57331-000	601.28
93533	01/15/2019	WISCONSIN DEPT OF TRANS	395--0000117	DESIGN OVERSIGHT-SPENCER STREET PROJECT	55-14-57331-000	7,510.10

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12/27/2018	DELTA DENTAL	241175	GROUP 2 DENTAL CLAIMS	10-00-13001	2,237.68
Total 181227001:					2,237.68
12/28/2018	GC POLICE BENEVOLENT AS	122818	GCPBA DEPOSIT	10-00-21590	34.00
Total 181228001:					34.00
12/28/2018	WISCONSIN ETF	122818	INSURANCE	10-00-21521	132,200.63
Total 181228002:					132,200.63
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCOPaper, general office supplies	10-18-51400-310	553.57
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903EXTENSION CORD FOR TOWN HALL VACUUM	10-18-51600-360	29.94
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*WI NEWSPAPERS-CCCBid Notice	46-09-57725-000	200.56
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *FOXWOLF WATENEWSC FILTRATION SYSTEM WORKSHOP	10-14-53311-330	15.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TCAW OCC HEALTHDOT POOL ANNUAL MEMBERSHIP	10-14-53311-290	156.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-WPSG, INCJob shirts & gear bags	24-13-52200-391	891.49
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M89ZG56L1Chief Windshirt	24-13-52200-391	21.08
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M89AR82L0Chief Windshirts	24-13-52200-391	60.87
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-JIMMY JOHNS # 1056Target Solutions meeting/lunch	24-13-52200-322	127.66
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UNIFORM SHOPPE,THEYellow flags	24-13-52200-391	30.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*WI NEWSPAPERS-CCCTown Board Notices	10-18-51100-320	328.34
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UNIFORM SHOPPE,THERecruit uniforms	24-13-52200-391	857.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-WPSG, INCUniform pants	24-13-52200-391	76.48
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *WSFCAWSFCA Membership dues	24-13-52200-321	95.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-POCKET NURSE ENTERPRISESDemo doses	10-13-52200-340	93.25
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-JIMMY JOHNS # 1056Recruit Academy lunch	24-13-52200-322	84.65
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CONWAY SHIELDHelmet shields	24-13-52200-391	281.33
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CONWAY SHIELDHelmet shield	24-13-52200-391	60.39
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ROGUE FITNESSFitness equipment	24-13-52200-391	1,441.25
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	13.84
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CRESCENT ELECTRIC 087K4221C INTERMATIC 120V PHOTO CONTROL	10-16-55200-340	37.64
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*WI NEWSPAPERS-CCCPF Changs Notice	10-12-51420-320	62.43
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	43.84
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903REPLACEMENT XMAS LIGHTS FOR TOWN HALL BLDG	10-18-51600-360	9.92
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903LUMBER	10-16-55200-340	9.13
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MILLS FLEET FARM 100Station supplies	10-13-52200-360	96.16
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MILLS FLEET FARM 100Station supplies	10-13-52200-360	18.99
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCONDPW OFFICE SUPPLIES	10-14-53311-310	22.80
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCONDPW OFFICE SUPPLIES	10-14-53100-310	8.46
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCONDPW OFFICE SUPPLIES	10-14-53312-390	32.86
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCONDPW OFFICE SUPPLIES	10-14-53100-310	144.82
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*WI NEWSPAPERS-CCCMeeting Notice	10-16-55200-210	28.06
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMAZON.COM*M08DS5BH2	10-11-52400-347	61.98
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903Snowblower repairs	10-13-52200-350	43.94
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903Station supplies	10-13-52200-360	75.76
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-L & S TRUCK CENTERAntifreeze	10-13-52200-350	13.03
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SIRCHIE FINGER PRINT LABOEvidence Supplies	10-17-52120-327	68.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCOOffice Supplies	10-17-52110-310	167.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMAZON.COM*M87AW78Y0Office Supplies	10-17-52110-310	18.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UNIFORM SHOPPE,THE7702 Uniform	10-17-52100-291	245.80
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TCAW OCC HEALTHKalie - Pre-Employment Medical Tests	10-17-52110-210	57.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-IACP2019 Dues - Peterson	10-17-52110-321	150.00

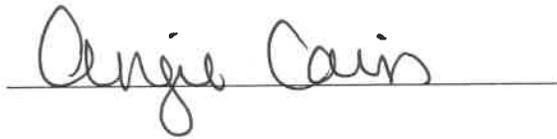
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12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-VON BRIESEN AND ROPER SCProfessional Services through 10-31-18	10-18-51300-210	4,935.96
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-POLICE EXECUTIVE RESEARCH2019 Dues	10-17-52110-321	200.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TRI-TECH/NATIONAL LAWKali - Training	10-17-52120-330	439.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-STREICHERS MOAmmunition	10-17-52100-340	112.96
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-STREICHERS MOAmmunition	10-17-52100-340	3,408.48
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-FLY ME FLAGPolice Flag	10-00-23005	125.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TRANS UNIONNovember billing	10-17-52120-210	75.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-JOHNSON FIT-WELL 022Elliptical - Workout Room	10-17-52110-810	3,165.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SYMBOL ARTS WEBOfficer badges	10-17-52100-291	810.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-FOX VALLEY HUMANE ASSOCOctober Animal Control	10-17-54100-390	698.64
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-LEXISNEXIS RISK DATNovember billing	10-17-52120-210	30.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ADVANCED DISPOSAL ONLINEResidential Trash	10-14-53620-290	23,262.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GUNDERSON CLEANERS-MOTHonor Guard Uniform Cleaning	10-00-23005	121.76
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SAMS CLUB #6321Office Supplies	10-17-52110-310	58.08
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *STAPLERWAREEvidence -machine part	10-17-52120-380	43.80
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *DASHMEDICALGloves	10-17-52120-327	202.70
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ULINE *SHIP SUPPLIESEvidence Supplies	10-17-52120-327	49.51
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMAZON.COM*M07OH0DE1Pelican cases	10-17-52100-340	72.90
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MENARDS APPLETON WEST WICLEANING SUPPLIES FOR TOWN HALL/SHOP	10-18-51600-290	47.64
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	68.49
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMPLETE OFFICE OF WISCOElection Pencils and flags	10-12-51440-310	32.92
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMAZON.COM*M89SB6RF0REPLACEMENT WATER FILTERS FOR BOTTLE FILLERS	10-16-55200-340	157.62
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-STEINS GARDEN & HOME 9XMAS DECORATIONS FOR TOWN CENTER PARK BLDG	10-16-55200-340	169.99
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-HOBBY-LOBBY #0193XMAS DECORATIONS FOR TOWN CENTER PARK BLDG	10-16-55200-340	287.73
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-FACEBK *5QZHVJARL2ADVERTISING ON FACEBOOK-TOWN CENTER PARK	10-16-55300-340	30.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MILLS FLEET FARM 100XMAS DECORATIONS FOR TOWN CENTER PARK BLDG	10-16-55200-340	13.97
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-HOBBY-LOBBY #0193RETURN XMAS DECORATIONS	10-16-55200-340	59.99-
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-HOBBY-LOBBY #0193XMAS DECORATIONS FOR TOWN CENTER PARK BLDG	10-16-55200-340	49.38
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	55.72
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MILLS FLEET FARM 100MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	18.99
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-HOBBY-LOBBY #0193XMAS LIGHTS FOR TOWN HALL BLDG	10-18-51600-360	17.98
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMPLETE OFFICE OF WISCOPaper	10-18-51400-310	117.02
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903XMAS LIGHTS FOR TOWN HALL BLDG	10-18-51600-360	14.88
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-EMERGENCY MEDICAL PRODUCEMS supplies	10-13-52200-340	711.86
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AWG 250302	10-13-52200-340	230.45
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903Smoke alarms/dowels	24-13-52200-323	127.44
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MEIJER STORE #300Meijer Holiday Event	24-13-52200-323	100.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *WSFCAWSFCA Membership	24-13-52200-321	95.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *WSFIAWSFIA Membership	24-13-52200-321	40.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-WPSG, INCduty boots	24-13-52200-391	325.09
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TCAW OCC HEALTHDepartment Physicals	10-13-52200-210	1,359.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UFIRST *LAUNDRY SVCSSst.1 Linen service	10-13-52200-290	129.23
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMPLETE OFFICE OF WISCOpens	10-12-51420-310	11.85
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UFIRST *LAUNDRY SVCSSst.2 Linen service	10-13-52200-290	105.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MANDERFIELDS HOME BAKERYAssessment Center donuts	24-13-52200-322	23.25
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SAMSCLUB #6321Plates, napkins, table covers	24-13-52200-322	71.18
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SAMSCLUB #63219V batteries	24-13-52200-380	33.96
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SAMSCLUB #6321Station supplies	10-13-52200-360	29.94
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-WM SUPERCENTER #1982Station supplies	10-13-52200-360	18.83
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*WINEWSPAPERCIRCPost Crescent	24-13-52200-321	58.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SPORTS GRAPHICSEmbroidery	24-13-52200-391	26.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-APPLETON TROPHY ENGRAVINPlaque name tags	24-13-52200-390	23.63
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMER SOC CIVIL ENGINEERSASCE SUBSCRIPTION RENEWAL	10-14-53311-321	270.00

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12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UNITED PAPER CORPORATIGARBAGE/RECYCLING BAGS FOR PARKS	10-16-55200-340	205.33
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MAGOO & ASSOCIATES, LLManine Visual Pro Yearly Maintenance	71-17-52100-290	50.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-BAYCOMCF-33 Dock for PD	10-18-51400-810	760.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CDW GOVT #QBQ56392 large monitors for Velie	10-18-51400-810	922.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UWSP - PAYMENT	10-09-56900-330	62.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903MISC SUPPLIES FOR PARK DEPT	10-16-55200-340	154.40
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MOTION INDUSTRIES WIO2PNEUMATIC VALVES 1/4"	10-14-53311-340	40.65
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-IN *G&G TRANSLATORS DBA UTranslator	10-15-51200-340	120.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AIRGASS NORTHWORK GLOVES FOR DPW	10-14-53313-340	44.96
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	16.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	30.40
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ACE HDWE APPLETONMISC AUTO PARTS FOR VEHICLE/EQUIP MAINT	10-14-53313-350	33.26
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353BATTERIES & CORE RETURNS	10-14-53313-350	227.76
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-LAWSON PRODUCTS MISC SHOP SUPPLIES FOR VEHICLE/EQUIP MAINTENANCE	10-14-53313-340	695.79
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT 4903PAINT SUPPLIES FOR PARK DEPT	10-16-55200-340	80.60
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COSMOLINEDIRECTCOMMILITARY GRADE RUST PREVENTATIVE	10-14-53313-340	87.35
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353WIPER BLADES/AIR FILTERS	10-14-53313-350	160.29
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353RETURN DEFECTIVE BATTERY	10-14-53313-350	149.29-
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353OIL FILTER/BRAKE CLEANER	10-14-53313-350	63.36
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353BATTERIES & CORE RETURNS	10-14-53313-350	214.38
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353POWER LUBE HOSE 30	10-14-53313-350	37.04
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353LUBE	10-14-53313-350	56.34
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353FRONT ENGINE MOUNT	10-14-53313-350	63.20
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353WIPER BLADES	10-14-53313-350	35.68
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353WIPER BLADES	10-14-53313-350	14.41
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GAN*GANNETT WIMEDIAADVNOTICE OF PENDING APPLICATION FOR WETLAND PERMIT	55-14-57331-000	103.83
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353SEAFOAM/DIESEL ADDITIVE	10-14-53313-350	126.84
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-LAWSON PRODUCTS HOLE SAW RACK	10-14-53313-350	22.41
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CARQUEST 2353FUEL SPIN-ON	10-14-53313-350	51.08
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-LAWSON PRODUCTS MISC SHOP SUPPLIES FOR VEHICLE/EQUIP MAINTENANCE	10-14-53313-350	867.57
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ACE HDWE APPLETONMISC SHOP SUPPLIES	10-14-53313-350	8.98
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MATTHEWS TIRE APPLPURCHASE/INSTALL 4 NEW TIRES	10-14-53313-350	614.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ROAD EQUIPMENT PARTS CEN8-TON COMB 2-5/16" BALL/LED 3/4" RED LIGHT WIRE	10-14-53313-350	94.31
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-BERGSTROM KAUKAUNASERVICE CSO 58 VEHICLE	10-14-53313-350	353.60
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MATTHEWS TIRE APPL2 NEW TIRES INSTALLED	10-14-53313-350	492.93
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-KUNDINGER FLUID POWER NMISC SHOP SUPPLIES FOR VEHICLE/EQUIP MAINTENANCE	10-14-53313-350	41.35
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-UPS*1ZPG267T0320010817SHIPPING OF AUTO TITLE TO NEW OWNER	10-18-51400-311	9.94
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PACKER CITY INT TRKS INC FLEETRITE DEF 2.5 GALLON	10-14-53313-350	49.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-KUNDINGER FLUID POWER NMISC SHOP SUPPLIES FOR VEHICLE/EQUIP MAINTENANCE	10-14-53313-350	26.11
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ACCURATE ASW AISMISC SHOP SUPPLIES FOR VEHICLE/EQUIP MAINTENANCE	10-14-53313-350	777.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-KUNDINGER FLUID POWER . GPARTS RETURN	10-14-53313-350	27.19-
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PACKER CITY INT TRKS INC FLEETRITE DEF 2.5 GALLON/FUEL FILTER KIT	10-14-53313-350	204.45
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-BERGSTROM CHEVY CADILLAC MIRRORS	10-14-53313-350	712.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MATTHEWS TIRE APPLPURCHASE/INSTALL 4 NEW TIRES	10-14-53313-350	848.95
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MATTHEWS TIRE APPLPURCHASE/INSTALL 4 NEW TIRES	10-14-53313-350	779.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MONROE TRUCK EQUIP SEAT PROTECTOR/CHECK VALVE KIT/VALVE LOCK	10-14-53313-350	996.17
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MONROE TRUCK EQUIP VALVE, MAC 55 SERIES ASSEMBLY W/TIMER	10-14-53313-350	527.08
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MCC5 LT 58-28 S (E-0.3 9.5 MM)	10-14-53311-340	403.30
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-KUNDINGER FLUID POWER NMISC SUPPLIES FOR DPW SHOP	10-14-53313-350	1,006.03

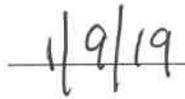
Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CELLCOMCellcom - Admin	10-18-51400-221	452.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CELLCOMFD \$83.37 - \$40 credit = \$43.37	10-13-52200-221	43.37
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CELLCOMCD \$280.67 - \$15 Credit = \$265.57	10-11-52400-221	265.67
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CELLCOMCellcom - Public Works	10-14-53311-221	476.22
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CELLCOMP \$1721.69 - \$35 credit = \$1686.69	10-17-52110-221	1,686.69
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SQ *NEW AITPBob and Dave AITP Event @ \$15 each	10-18-51400-330	30.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PITNEY BOWES PIMailer Ink	10-18-51400-311	185.70
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M82AY472Wireless Mophie Chargers / DYMO Label Tape	10-18-51400-310	145.67
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-OFFICEMAX/DEPOT 6869Ink / Toner	10-18-51400-310	266.14
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS BLDG INSP DEPARTMENT	10-11-52400-391	16.30
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PITNEY BOWES PIEnvelope Sealer/Moistener Replacement	10-18-51400-311	16.14
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M02MQ8EC1DPW Barcode Scanner / USB Drives	10-18-51400-310	131.48
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS PARK DEPARTMENT	10-16-55200-290	12.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS/SHOP TOWELS STREET/HIGHWAY DEPT	10-14-53311-391	34.90
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443SHOP TOWELS STREET/HIGHWAY DEPT	10-14-53311-391	42.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN HALL BUILDING	10-18-51600-290	187.05
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SUPERIOR CHEMICAL CORPCLEANING SUPPLIES FOR TOWN HALL/SHOP	10-18-51600-290	347.22
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMLETE OFFICE OF WISCOKLEENEX/PAPER TOWEL/HAND TOWELS	10-18-51600-290	340.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN CENTER PARK BLDG	10-16-55200-290	35.22
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443ADDL RUGS/MATS FOR ELECTIONS	10-12-51440-290	31.20
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS PARK DEPARTMENT	10-16-55200-290	12.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS BLDG INSP DEPARTMENT	10-11-52400-391	16.30
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS STREET/HWY DEPARTMENT	10-14-53311-391	34.90
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443SHOP TOWELS STREET/HIGHWAY DEPT	10-14-53311-340	42.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN HALL BUILDING	10-18-51600-290	166.29
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443ADDL RUGS/MATS FOR ELECTIONS	10-12-51440-290	20.76
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-FOX VALLEY SAFTEY & TRAINRESTOCK/MAINTAIN FIRST AID KITS	10-18-51600-290	293.80
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS BLDG INSP DEPARTMENT	10-11-52400-391	16.30
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS PARK DEPARTMENT	10-16-55200-290	12.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS STREET/HWY DEPARTMENT	10-14-53311-391	34.90
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443SHOP TOWELS STREET/HIGHWAY DEPT	10-14-53311-340	42.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN HALL BUILDING	10-18-51600-290	166.29
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-MCC5 LT 58-28 S (E-0.3 9.5 MM)	10-14-53311-340	116.62
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN CENTER PARK BLDG	10-16-55200-290	35.22
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS BLDG INSP DEPARTMENT	10-11-52400-391	16.30
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS PARK DEPARTMENT	10-16-55200-290	12.19
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443UNIFORMS STREET/HWY DEPARTMENT	10-14-53311-391	34.90
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443SHOP TOWELS STREET/HIGHWAY DEPT	10-14-53311-340	42.10
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-CINTAS 443RUGS/MATS FOR TOWN HALL BUILDING	10-18-51600-290	169.56
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PICKN SAVE #118Training supplies	10-13-52200-330	11.34
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COLLEGE TRANSCRIPTAcademic Transcripts	10-13-52200-330	7.50
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-WISCONSIN EMS ASSOCIATIONWEMSA training - Torres	10-13-52200-330	380.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GENERAL CODE LLCGeneral Code Annual Maintenance	10-12-51420-290	995.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-LOCAL GOVERNMENT EDUCATIOClerks Institute Year 2	10-12-51420-330	475.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TCD*CENGAGE LEARNING2 ed2go classes	10-12-51420-330	298.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M88FX1610Mary Baxter heavy duty stapler	10-18-51400-310	49.29
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M85GE16Z0Jim March 3 x 5 post-its	10-18-51400-310	7.60
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-YMCA OF THE FOX CITIESNovember YMCA memberships (9)	10-18-51400-390	90.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-TDS METROCOMMMonthly TDS phone bill	10-18-51400-221	1,059.25
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE BAR LYNEATSTREETElection Night Food	10-12-51440-390	29.48
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M88ZG86A1Election Thank you notes	10-12-51440-390	17.84
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-AMZN MKTP US*M88TL0DT2Election Thank you cards	10-12-51440-390	32.93
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-OFFICEMAX/DEPOT 6869Mailroom supplies	10-18-51400-310	44.69
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SHIPRUSHMailroom supplies	10-18-51400-310	199.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-OFFICEMAX/DEPOT 6869Mailroom supplies	10-18-51400-310	109.93

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-RED WINGS STORESAFETY SHOES/BOOTS	10-14-53311-391	125.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GRAINGERWELDING GLOVES	10-14-53311-340	39.41
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	8.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #490372" & 48" REFLECTIVE MARKERS	10-14-53312-340	38.64
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	16.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-THE HOME DEPOT #4903ADJUSTABLE CRESCENT WRENCH	10-14-53311-346	19.97
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GRAINGERWELDING GLOVES	10-14-53312-390	20.81
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-COMplete OFFICE OF WISCOJulies appt. book	10-19-51501-310	14.04
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-GARROW PROPANE CORPLP GAS	10-14-53311-340	28.80
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ACE HDWE APPLETONSNOW PUSHER/#12 SCOOP FOR SALT	10-16-55400-340	15.75
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-ACE HDWE APPLETONSNOW PUSHER/#12 SCOOP FOR SALT	10-14-53312-340	47.23
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-DRONE REGISTRATIONDrone annual fee	10-13-52200-290	62.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-5 ALARM FIRE & SAFETY - iSt.1 Breathing Compressor Service	10-13-52200-290	717.85
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-HARDEES 150299Training lunch	24-13-52200-322	33.49
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-PAYPAL *WSFCAWSFCA Membership	24-13-52200-321	95.00
12/31/2018	US BANK CREDIT CARD	usbankDec18-	CC-SIMPLEXGRINNELLSt.1 Alarm monitoring	10-13-52200-290	547.19
Total 181231500:					74,241.08
01/02/2019	DELTA DENTAL	242301	GROUP 2 DENTAL CLAIMS	10-00-13001	1,114.95
Total 190102001:					1,114.95
01/04/2019	PITNEY BOWES GLOBAL FINA	010419	POSTAGE	10-18-51400-311	500.00
Total 190104001:					500.00
01/08/2019	CITY OF APPLETON	010819	PETERSON INS	10-17-52110-134	1,424.73
Total 190108001:					1,424.73
Grand Totals:					211,753.07

Angie Cain, Clerk:



Dated:



Check Issue Date	Check Number	Payee ID	Payee	Amount
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01/11/2019	190111005	1011	URBAN, JOHN J	1,662.93-
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01/11/2019	190111013	1052	WALL, BRIAN P	1,206.85-
01/11/2019	190111014	1053	KIPPENHAN, JEFF C	1,096.25-
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01/11/2019	190111016	1056	MALSYZYCKI, TYLER L	1,200.60-
01/11/2019	190111017	1057	HEYRMAN, KAREN M	1,568.33-
01/11/2019	190111018	1061	EASTMAN, BRIAN J	819.41-
01/11/2019	190111019	1062	GAFFNEY, PATRICK P	367.61-
01/11/2019	190111020	1063	SCHWARTZ, KATHRYN A	2,556.53-
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01/11/2019	190111023	2024	NOOYEN, JEFFREY T	380.21-
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01/11/2019	190111041	3048	BERKERS, SANDRA J	191.05-
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01/11/2019	190111049	3062	WELK, DEBRA A	784.33-
01/11/2019	190111050	4015	SHERMAN, BRUCE D	230.04-
01/11/2019	190111051	4056	PRUSINSKI, TREVOR W	1,417.79-
01/11/2019	190111052	5033	DAVIDSON, ERIC E	381.21-
01/11/2019	190111053	6000	HELING, MARK	7.81-
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01/11/2019	190111056	6018	DEBRULER, MICHAEL L	2,023.56-
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01/11/2019	190111058	6021	GEISSLER, MICHAEL L	1,822.79-
01/11/2019	190111059	6026	OLSON, ROBERT C	1,814.26-
01/11/2019	190111060	6027	BERGLUND, ERIC S	1,908.79-
01/11/2019	190111061	6028	THORSON, WADE J	1,851.86-
01/11/2019	190111062	6031	CZECHANSKI, ANDREW P	2,088.07-
01/11/2019	190111063	6037	CLARK, JOHN B	281.44-
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01/11/2019	190111084	6123	FELAUER, SAMUEL A	671.15-
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01/11/2019	190111145	8050	ULRICH, CHERYL A	32.32-
01/11/2019	190111146	8062	BOECKERS, DUANE J	32.32-
01/11/2019	190111147	7	DEFERRED COMP	8,643.26-
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Grand Totals:				
	158			340,755.11-



AGENDA REQUEST
December 18, 2018

TOPIC: Review and Approval of 2019-2021 GCPPA Labor Agreement

<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: Police Department	Submitted By: Greg Peterson

ISSUE:

Shall the Town Board approve the 2019-2021 Labor Agreement between the Town and the Grand Chute Professional Police Association?

BACKGROUND/ANALYSIS:

Over the past three months, the Town, represented by Administrator March, Finance Director Wahlen, and Chief Peterson, have been meeting with the elected board of the Grand Chute Professional Police Association in an attempt to negotiate a successor labor agreement to the one expiring December 31, 2018. The two sides have reached a tentative agreement and a ratification vote by the GCPPA is scheduled to occur on December 17, 2018. Given the timing of this vote, it will have been completed by the time the Town Board takes up this issue on December 18, 2018.

During the negotiations process, the GCPPA presented two primary goals. The first was to bring their compensation in line with various Fox Valley police agencies with which they had fallen behind. The second was to establish the work schedule currently identified in the Labor Agreement as the “alternate work schedule,” as the exclusive work schedule for their membership.

The Town entered negotiations with the desire to effect a variety of language changes in the Labor Agreement, the majority of which were merely designed to eliminate outdated language. We also sought to install new language regarding the collection of union dues, to comply with a recent Supreme Court decision governing that matter, incorporate two memoranda of understanding into the formal Labor Agreement, modify guidelines regarding probationary periods, and bring funeral leave benefits into alignment with the Town Handbook.

Prior to the onset of negotiations, the Town had examined salaries of other local police agencies and acknowledged the GCPPA had fallen behind in this area. This position was shared with the GCPPA, as was the need to stay within approved budget parameters in reaching an agreement. The competing issues of matching the salary figures of other agencies, while staying within budget parameters, was achieved by withholding a cost of living wage at the bottom of the pay scale, applying a modest cost of living increase of 2% to the balance of the pay scale, and increasing the funds allotted to the officers’ career development program, which provides a benefit to officers in

the top half of the pay scale, if they choose to participate in the voluntary program. This approach brought the earning potential for an officer at the top of the pay scale to a level that compared favorably with agencies that had been used for salary comparison purposes. Prior to reaching a tentative agreement on this model, Finance Director Wahlen developed a projection for 2019 and found it fit within established budget parameters.

Since the GCPPA and the Town were both interested in a multi-year agreement, additional increases comprising a 2% -1% split, to be applied on July 01 and December 31 of each ensuing year, were agreed to as part of the overall tentative agreement. According to Finance Director Wahlen, the budget impact of year two is slightly less than that of year one, while the impact in year three is slightly greater than year one.

RECOMMENDATION:

It is the recommendation of the Town bargaining team; Administrator March, Finance Director Wahlen, and Chief Peterson that the board approve the 2019-2021 Labor Agreement between the Town and the GCPPA, assuming the agreement is ratified by the GCPPA during their December 17, 2018 meeting.

FISCAL IMPACT: BUDGET

The fiscal impact of this labor agreement was determined by Finance Director Wahlen to fall within budget parameters established by the Board for the purpose of awarding salary increases in 2019. The budget impact of year two is slightly less than that of year one, while the budget impact of year three is slightly greater than that of year one.

ATTACHMENTS:

2019-2021 Labor Agreement (DRAFT) between the Town and the GCPPA.

Agreement between the

TOWN OF GRAND CHUTE

and the

GRAND CHUTE PROFESSIONAL POLICE ASSOCIATION

**WISCONSIN PROFESSIONAL POLICE
ASSOCIATION**

**LAW ENFORCEMENT EMPLOYEE RELATIONS
DIVISION**

2019-2021

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1 PREAMBLE

2 This Agreement is entered into to be effective January 1, 2019 by and between the Town
3 of Grand Chute, Outagamie County, Wisconsin hereinafter referred to as the "Employer" or
4 "Town" and the Law Enforcement Employee Relations Division of the Wisconsin Professional
5 Police Association, hereinafter referred to as the "Association" for and on behalf of the Grand
6 Chute Professional Police Association.

7 NOW, THEREFORE, the parties, each in consideration of the agreements herein
8 contained of the other, hereby agree as follows.

9
10 ARTICLE I - PURPOSE OF AGREEMENT

11 Section 1.01: It is the intent and purpose of the parties hereto that this Agreement shall
12 promote and improve working conditions between the Town of Grand Chute and the members of
13 the Grand Chute Professional Police Association. It is set forth herein rates of pay, hours of
14 work, and other terms and conditions of employment to be observed by the parties hereto.

15
16 ARTICLE II - RECOGNITION

17 Section 2.01: This Agreement made and entered into at Grand Chute, Wisconsin,
18 pursuant to the provisions of Chapter 111 of the Wisconsin Statutes by and between the Town of
19 Grand Chute hereinafter referred to as the "Employer" or "Town" and the Law Enforcement
20 Employee Relations Division of the Wisconsin Professional Police Association, hereinafter
21 referred to as the "Association", as the sole bargaining agent for the police officers with the
22 powers of arrest in the Town of Grand Chute, excluding the Chief of Police, and all supervisory,
23 managerial and confidential employees.

24
25 ARTICLE III - MANAGEMENT RIGHTS

26 Section 3.01: The Town possesses the sole right to operate the Police Department and all
27 management rights repose in it, subject only to the collective bargaining agreement and
28 applicable law. These rights include, but are not limited to, the direction of all operations of the
29 Grand Chute Police Department, establishment of reasonable work rules, the discipline of

1 employees for just cause, and the determination of the number and classification of employees
2 needed to provide the services of the department. These rights shall be exercised in a reasonable
3 manner and shall not be used to discriminate against any employee.

4 Section 3.02: The Association may challenge the exercise of any of the foregoing
5 functions on the basis that the exercise violates a specific provision of this Agreement.

6 Section 3.03: No regular, non-probationary employee shall be disciplined or discharged
7 except for just cause. Written notice of the discipline, suspension or discharge, and a description
8 of the incident warranting the action, shall be given to the employee, with a copy to the
9 bargaining unit.

10 11 ARTICLE IV - CONDUCT OF BUSINESS

12 Section 4.01: The Association is permitted to post notices, announcements and other
13 legitimate materials concerning Association activities or business on the bulletin board of the
14 Police Department.

15 16 ARTICLE V - DUES DEDUCTIONS

17 Section 5.01: The Employer agrees to deduct monthly dues in the amount certified by the
18 WPPA/LEER from the pay of employees who individually sign a dues deduction authorization
19 form provided by the Employer where the employee is knowingly and affirmatively consenting
20 to the deduction of dues from the employee's paycheck, including any local Association dues
21 that the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

22 Section 5.02: It shall be the employee's responsibility to sign the dues authorization form
23 and provide the signed form to the Employer and the Association no less than 30 days prior to
24 the date in which dues deductions are to commence. Dues deductions will commence on the first
25 pay period after receipt of the dues deduction form.

26 Section 5.03: The Employer shall notify the Association of all new hires qualifying for
27 Association membership within 10 days of their start date.

28 Section 5.04: The Employer shall deduct the combined dues amount each month for each
29 employee requesting such deduction upon receipt of such form, and shall remit the total of such

1 deductions, with a list of employees from whom such sums have been deducted, to the
2 WPPA/LEER in one lump sum not later than two weeks following the date of the deductions.

3 Section 5.05: Authorization of dues deduction by a voluntary member may be revoked
4 upon notice in writing to the Employer, WPPA, or to the Association and with the understanding
5 that the deduction will cease as reasonably as practicable after receipt of written notice of
6 revocation.

7 Section 5.06: No employee shall be required to join the Association, but membership in
8 the Association shall be made available to all employees in the bargaining unit who comply
9 consistently with either the WPPA or Association Constitution and Bylaws. No employee shall
10 be denied membership because of race, creed, color, sex, or other legally protected class status.

11 Section 5.07: It is expressly understood and agreed that WPPA/LEER will refund to the
12 Employer or employee involved any dues erroneously deducted by the Employer and paid to
13 WPPA/LEER and/or the Association. WPPA/LEER shall indemnify and hold the Employer
14 harmless against any and all claims, demands, suits, orders, judgments, or any other forms of
15 liability against or incurred by the Employer, including all costs of defense and attorney fees,
16 that may arise out of actions taken or not taken by the Employer in complying with this Article.

17 18 ARTICLE VI - WORK SCHEDULE

19 Section 6.01: A normal work day for members of the patrol division and the
20 investigative division shall consist of a ten (10) hour shift. The annual work hours for both
21 divisions shall be 2080.

22 Section 6.02: The work cycle for members of the patrol division shall be 28 days based
23 upon a work schedule of 16 days on duty and 12 days off duty. Members of the patrol division
24 shall select their 16 work days for each 28 day cycle. Prior to July 01 of each year, members of
25 the patrol division shall select, by seniority, their work shift for the following calendar year. It is
26 understood that the Town may change a member's annual selection to fulfill an organizational
27 need; however, the Town will not implement such a change during an active 28 day work cycle
28 or within fourteen (14) days of the beginning of the following 28 day work cycle.

1 Section 6.03: A normal work week for members of the investigative division shall be
2 forty (40) hours, based upon four (4) days on duty and three (3) days off duty in a seven (7) day
3 work week. It is acknowledged that there will be occasions in which the investigative division
4 will be unable to strictly adhere to the four ten-hour shifts work week concept, and the Chief may
5 change the work schedule to an eight (8) hour shift, five (5) days on duty (Monday through
6 Friday), two days off duty, forty-hour work week. The Chief will provide reasonable notice of
7 such scheduling change to the investigative division members.

8 Section 6.04: The Chief may promulgate rules for the scheduling of members of the
9 patrol division and investigative division.

10 Section 6.05: For purposes of calculating paid time off accumulation and use of time off
11 when ten-hour shifts are utilized by the Town, the Town shall calculate leave time as follows. A
12 "vacation week" accrued under Article XII, Section 12.01 and 12.03, shall be calculated at forty
13 (40) hours per vacation week. Vacation time shall be taken in single day increments of ten (10)
14 hours or a fraction thereof. A holiday earned under Article XIII shall be calculated at ten (10)
15 hours per paid recognized holiday for a patrol officer and at ten (10) hours per paid recognized
16 holiday for an investigator. Paid time off for a full shift must be used in ten-hour per shift
17 increments, unless partial shift leave use is permitted.

18 Section 6.06: The schedule shall be posted two (2) weeks in advance.
19

20 ARTICLE VII - SENIORITY/PROBATIONARY PERIOD

21 Section 7.01: Seniority of an employee who has satisfactorily completed probation and
22 has been approved as an employee by the Police and Fire Commission is a benefit of
23 employment. Seniority shall date within job classifications from the first day he or she performs
24 services for the Town within said job classification. Seniority rights terminate upon discharge or
25 voluntary termination of employment by the employee.

26 Section 7.02: All newly hired permanent employees shall be considered probationary for
27 one (1) year from the date of hire with the Grand Chute Police Department or completion of the
28 law enforcement recruit academy, if attendance occurs after the date of hire. Continued
29 employment in excess of the probationary period is hereby defined as evidence of satisfactory

1 completion of the probationary period. During the probationary period the following rules apply
2 to the probationary employee:

- 3 (1) Probationary employees may be discharged without cause.
- 4 (2) Probation may be extended by one (1) year upon mutual agreement of both the
5 Association and the Chief of Police.

6
7 **ARTICLE VIII - GRIEVANCE PROCEDURE**

8 Section 8.01: Both the Association and the Employer recognize that grievances should
9 be settled promptly at the earliest possible stages. The grievance process must be initiated within
10 twenty (20) days of the incident or within twenty (20) days of the officer or Association learning
11 of the incident or within twenty (20) days of the officer receiving any form of discipline which is
12 not subject to the Police and Fire Commission. Any grievance not ordered or filed within the
13 time limits set forth above shall be considered invalid. All references to days in this section shall
14 exclude Saturdays, Sundays and holidays listed in this contract.

15 Section 8.02: Matters involving the interpretation, application or enforcement of this
16 contract (including discipline of employees which is not subject to the Police and Fire
17 Commission) shall constitute a grievance only when the aggrieved member of the Association, or
18 the Association, sets forth a claim of a specific violation of the contract.

19 Section 8.03: The manner of proceeding by an aggrieved employee shall be as follows:

20 Step 1: The employee shall reduce the grievance to writing and present same to the Chief
21 of Police within twenty (20) days of date of incident or discipline. The Chief of Police shall
22 respond with a written answer within twenty (20) days thereafter.

23 Step 2: If the grievance is not settled at the first step, the grievance shall be presented in
24 writing to the Town Administrator within twenty (20) days of the Chief's written response. The
25 Town Administrator shall, within twenty (20) days, hold an informal meeting with the aggrieved
26 employee, the Association representative, and the Chief of Police. If the grievance is not
27 resolved to the satisfaction of the employee within twenty (20) days of that meeting or hearing,
28 either party may, within twenty (20) days, give notice of proceeding to the next step.

1 Step 3: The grievance shall be considered settled at the second step, unless the
2 Association notifies the Town Administrator of its intent to appeal the matter to arbitration.
3 Notification shall be presented to the Town Administrator in writing by the Association. At the
4 same time, the Association shall request the W.E.R.C. to submit a member from its staff to serve
5 as the Arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

6 Section 8.04: Expenses for the arbitrator's services and the proceedings shall be borne
7 equally by the Town and the Association. However, each party shall be responsible for
8 compensating its own representatives and witnesses. If either party desires a verbatim record of
9 the proceedings, it may cause such a record to be made, providing it pays for the record and
10 makes copies available, without charge, to the arbitrator.

11 Section 8.05: Time limits as set forth may be extended by mutual agreement between the
12 Employer and the Association.

13 Section 8.06: It is acknowledged that the employee has the right of representation by an
14 Association representative in all steps of the grievance procedure.

15 Section 8.07: The Association may appoint representatives of the Association, and shall
16 inform the Town of the names of the individual(s) so appointed, and of any changes thereafter.
17 The Town shall allow the representatives, including the grievant, reasonable time to process
18 grievances during the course of the duty day, if scheduled as a work day (without loss of pay).
19 Neither the grievant nor the representative shall be paid overtime, or call-in time, for grievance
20 processing.

21 Section 8.08: A settlement of an individual grievance which was not obtained through
22 arbitration will not be used as a binding precedent on the Association, or any employee in the
23 bargaining unit, other than the individual grievant involved, unless filed by the Association.

24
25 **ARTICLE IX - PAY PERIOD**

26 Section 9.01: All full-time regular salaries, and any overtime and holiday pay, shall be
27 paid on a bi-weekly basis on Friday, for all work completed in the pay period. Payment shall be
28 made through direct deposit in a financial institution of the employee's choosing. If said payday
29 falls on a holiday, the direct deposit shall occur on the day prior thereto.

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ARTICLE X - SALARY

Section 10.01: The salary schedule attached as Appendix A shall be for all employees.

ARTICLE XI - HOURS/OVERTIME/COMPENSATORY TIME/CALL-IN

Section 11.01: All shifts for members of the patrol division and the investigative division are based on the schedules set forth in Article VI.

Section 11.02: Employees will be compensated at a rate of time and one-half (1 ½) based on their normal rate of pay, for all hours worked in excess of their scheduled work day, or work week. All overtime shall be paid in the current pay period in which the overtime is earned.

Section 11.03: In the event an employee has left work and is called in, including court time, the employee shall receive two (2) hours pay at the employee's regular rate of pay, in addition to pay for actual hours worked.

Recall shall include any time an officer is called back to work following conclusion of a scheduled shift and returns prior to the next scheduled shift, unless the recall begins within one hour of the start of the regularly scheduled shift. In addition, recall shall include any time an officer is required to appear in court while off duty or when a required court appearance is canceled following the last scheduled work shift prior to the appearance.

Section 11.04: If overtime becomes available as a result of an unanticipated vacancy, the available hours shall first be offered to on-duty officers eligible to hold over following the conclusion of their shift, in order of their seniority. If the hours are rejected by the on-duty officers, they shall be offered to eligible officers from the incoming shift in order of seniority. If the hours are rejected by the eligible officers from the incoming shift, they shall be assigned to the least senior of the aforementioned eligible employees. In the event the hours are rejected by the officers eligible to hold over following the conclusion of their shift, no recall pay shall be awarded if the hours are filled by a member of the incoming shift. The employer, consistent with its management rights set forth in Article III, reserves the right to fill or not fill shifts in all situations. In cases of emergency, as determined by the Chief of Police (or his designee) in his sole discretion, the employer reserves the right to order in any, or all, officers for duty.

1 Section 11.05: "Comp time" may be taken for overtime hours worked in lieu of overtime
2 pay. Said comp time off will be granted at one and one-half (1 ½) times the actual hours worked.
3 Members may accumulate up to 80 hours of comp time. Thereafter, overtime work shall be paid
4 at the overtime rate. The employee must determine whether he/she wishes to be paid for
5 overtime or take comp time prior to submitting time vouchers for any pay period. This will
6 consist of designating on a time slip whether the employee is requesting overtime pay or comp
7 time. Comp time may be granted by the Chief or his designee, subject to availability of personnel
8 and provided such granting will not result in overtime being paid to fill the vacancy. Comp time
9 may be taken in fifteen minute increments, up to a full shift. Approval of comp time requests
10 made in advance shall not be unreasonable withheld.

11
12 ARTICLE XII - VACATION

13 Section 12.01: Members earn vacation time from the date of employment, which is
14 calculated based on that anniversary date. After one year of continuous employment, employees
15 shall be credited with one week of vacation and be eligible to earn vacation leave in a prorated
16 manner on a biweekly basis, according to the following schedule:

17 Completed Years of Service with Employer Vacation Allowance

18 After one year of employment	1 Week
19 Beginning of second year through 6 years	2 Weeks
20 Beginning of seventh year through 12 years	3 Weeks
21 Beginning of thirteenth year through 20 years	4 Weeks
22 Beginning of twenty-first year and thereafter	5 Weeks

23 **Should any other Town employee unit be granted a superior vacation schedule, said
24 superior schedule shall be granted to this unit.

25 Section 12.02: Unused vacation leave may be accumulated to a maximum of two times
26 the annual amount of earned vacation leave. For example, after six years of service (beginning of
27 the seventh year of service), an employee may accumulate up to six weeks of unused vacation
28 leave (i.e., three weeks per year times two years worth of leave). Employees who reach the

1 accumulation cap will not accrue vacation leave until accumulated vacation is used below the
2 cap.

3 Section 12.03: A vacation week is defined as forty hours, and will include three off days
4 prior to and three off days following the week of vacation.

5 Section 12.04: Vacation time shall be taken in single day increments or a fraction
6 thereof. The use of overtime to backfill a vacancy created by vacation must be authorized by the
7 Chief or Chief's designee. All vacation days shall be mutually agreed to by the employee and the
8 Chief, and no reasonable request will be denied.

9 Section 12.05: Vacation selection shall be by job classification seniority. Vacation
10 requests of one or more weeks, submitted by or on August 01 for September 01 of the current
11 year through August 31 of the following year, shall be honored by seniority. Vacation requests
12 of under one week and those submitted after August 01 will be honored on a first come, first
13 served basis.

14

15 ARTICLE XIII - HOLIDAYS

16 Section 13.01: The following days shall be considered paid holidays for members of the
17 patrol division:

18

19 New Year's Eve Day	Thanksgiving
20 New Year's Day	Christmas Eve Day
21 Easter	Christmas Day
22 Fourth of July	Two (2) floating holidays

23

24 The following days shall be considered paid holidays for members of the investigative
25 division:

26

27 New Year's Eve Day	Thanksgiving
28 New Year's Day	Christmas Eve Day
29 Memorial Day	Christmas Day
30 Fourth of July	Two (2) floating holidays

31

32 Officers hired prior to July 01 in any given calendar year will be eligible for two (2)
33 floating holidays during the remainder of the year in which they are hired. Officers hired

1 between July 01 and September 30 of any given calendar year will be eligible for one (1) floating
2 holiday during the remainder of the year in which they are hired. Officers hired after September
3 30 in any given calendar year will not be eligible for a floating holiday during the remainder of
4 the year in which they are hired. Unused floating holidays may not be carried over into the
5 following year, nor will unused floating holidays be paid out upon separation.

6 Additionally, if required to work on any of these holidays (not including a floating
7 holiday), employees shall receive time and one-half (1 1/2) pay for such services.

8 It is acknowledged that investigators will not work on paid holidays unless otherwise
9 directed to report to work for emergencies by the Chief of Police or his designee.

10 Employees assigned to the investigative division shall have Fridays off should a holiday
11 fall on a Saturday, and Mondays off should the holiday fall on a Sunday.

12 Section 13.02: Approval from the Chief of Police or his designee is required to exercise
13 floating holiday privileges, said approval not to be unreasonably withheld. It is acknowledged
14 that administrative approval may be withheld should professional responsibilities mandate that
15 the employee be at work on the day in question.

16 17 ARTICLE XIV - CLOTHING ALLOWANCE

18 Section 14.01: The Employer shall provide all necessary uniforms and equipment for
19 newly hired officers, who will be ineligible for a clothing allowance during the first eleven (11)
20 months of employment that follow completion of the law enforcement recruit academy. Any
21 items provided shall be returned to the department in the event the officer does not complete his
22 or her probationary period.

23 Following eleven (11) months of post-academy employment, the Employer shall provide
24 two hundred and sixty-three dollars (\$263.00) semi-annual allowance.

25 The first clothing allowance payment shall be paid during the first pay period in March of
26 each year while the second clothing allowance payment shall be paid during the first pay period
27 in October of each year.

28 Section 14.02: Body Armor: The Employer will provide body armor for all newly hired
29 officers and will replace the armor according to replacement guidelines established by the

1 National Institute of Justice. The wearing of body armor shall be mandatory for all employees
2 for whom it has been provided, unless an exception is granted by the Chief of Police.

3 Body armor purchased in accordance with this provision shall remain the property
4 of the Employer and shall be returned to the employer at the time the armor is replaced or at the
5 end of employment.

6 Body armor specifications will be set by a committee of four members; two from
7 management and two from the Association.

8 Section 14.03: If an employee, during the course of his/her employment with the
9 Employer, damages his/her uniform, glasses/contact lenses, watch or hearing instruments, the
10 Employer shall pay for all necessary repairs and/or replacements. It shall be a necessary
11 precedent for this section to be invoked for the employee to immediately report such damage to
12 the Chief of Police at the end of his/her work shift when the damage occurred. The Chief of
13 Police shall investigate such incident and may approve the repayment of such necessary repair
14 and/or replacements, such approval to not be unreasonably withheld.

15

16

ARTICLE XV - HEALTH INSURANCE

17

18

19

20

21

Section 15.01: The Town provides health and dental coverage to full-time employees
and their dependents. Health and dental insurance coverage for new full-time employees begins
the first month following the employee's hire date. The Town shall pay 88% of the lowest-cost
health insurance plan available for regular full-time employees participating in the health
insurance plan.

22

23

Section 15.02: Regular full-time employees are not required to contribute toward the
monthly dental insurance premium if participating in the Town's dental insurance plan.

24

25

Section 15.03: The Town shall pay for life and disability insurance premiums for regular
full-time employees.

26

27

28

Section 15.04: Section 125 Cafeteria Plan. The Employer shall make available to all
full-time employees the opportunity to participate in a Section 125 Cafeteria Plan, in accordance
with applicable Federal Laws. The Section 125 Plan enables employees to be reimbursed for

1 eligible medical and dependent care expenses through deductions from their payroll checks on a
2 pre-tax basis.

3 Section 15.05: Early Retirees. The Employer shall make available to early retirees the
4 continuation of health insurance under the Employer plan available to other employees. Early
5 retirees shall be defined as employees under age 65 who have retired from Town employment in
6 accordance with the regulations of the Wisconsin Retirement System. The retiring employee will
7 make continued health coverage application through the Wisconsin Department of Employee Trust
8 Funds. The health plan provider will provide billing and contact information. The early retiree shall
9 assume the cost for this premium.

10
11 ARTICLE XVI - RETIREMENT CONTRIBUTION

12 Section 16.01: All bargaining unit employees shall contribute the full general municipal
13 employee contribution for the Wisconsin Retirement System.

14
15 ARTICLE XVII - SICK LEAVE

16 Section 17.01: Employees shall be entitled to accumulate sick leave at a rate of 10 hours
17 per month.

18 Section 17.02: Unused sick leave may be accumulated to a total of one thousand twenty
19 (1020) hours.

20 Section 17.03: Employees absent from work on legal holidays, sick leave up to ten (10)
21 consecutive days, vacation, medical leave arising from an injury sustained in the course of their
22 employment with the Town, or for other authorized leaves of absence with pay, shall continue to
23 accumulate sick leave at their regularly prescribed rate during such absences as though they were
24 present for duty.

25 Section 17.04: All personnel shall notify the Chief of Police or his designee as early as
26 possible in case of illness, injury, exposure to contagious disease or due to illness in the
27 employee's immediate family requiring the employee's personal attendance.

28 Section 17.05: The Chief of Police may request a doctor's certificate before approving
29 such leave with pay if three (3) or more consecutive work days are missed.

1
2 ARTICLE XVIII - FUNERAL LEAVE

3 Section 18.01: Employees will be allowed three (3) working days, when necessary, with
4 pay when there is a death in the IMMEDIATE FAMILY of an employee; two (2) working days,
5 when necessary, with pay when there is death in the FAMILY of an employee; one (1) working
6 day with pay, when necessary, when there is death of a RELATIVE.

- 7
8 • "IMMEDIATE FAMILY" shall include spouse, child, step-child, parent,
9 or step-parent of the employee.
10
11 • "FAMILY" shall include brother, sister, mother-in-law, father-in-law,
12 grandchild, grandmother, or grandfather of the employee.
13
14 • "RELATIVE" shall include sister-in-law, brother-in-law, aunt or uncle of
15 the employee.
16

17 Section 18.02: Employees who act as pallbearers for a funeral, which takes place during
18 the regular working hours may also be granted time off with pay, not to exceed one (1) working
19 day, with the permission of the immediate supervisor.

20
21 ARTICLE XIX - MILITARY LEAVE

22 Section 19.01: Police Officers having permanent status, and who are duly enrolled
23 members of the National Guard, State Guard, the Officer's Reserve Corps, the Enlisted Reserve
24 Corps, the Naval Reserve Corps., the Naval Reserve, Marine Corps Reserve, or any other reserve
25 component of the military or naval forces of the United States or the State of Wisconsin, now or
26 hereafter organized or constituted under federal law, are entitled to leave of absence without loss
27 of time, or pay, to enable them to attend military or naval schools, field camps or instruction and
28 naval exercises which have been duly ordered held, but not to exceed fifteen (15) days in the
29 calendar year in which so ordered and held. All military leave, including active duty, shall be
30 governed by USERRA.

31 The difference in pay between the military pay during time of attendance and the
32 employee's regular pay during the same period shall be paid by the Town.

1 The leave granted is in addition to all other leave.

2
3 ARTICLE XX - JURY DUTY LEAVE

4 Section 20.01: An employee required to serve as juror shall be paid his/her regular wages
5 during the entire period of jury duty, minus compensation paid to such an employee, except
6 expenses, for serving as a juror, which shall be turned over to the Employer. If an officer is
7 required to serve as a juror during his/her regularly scheduled off day, he/she shall be entitled to
8 retain all of the jury fees. Regularly scheduled off days shall include, but shall not be limited to
9 vacation days, compensatory days and holidays.

10
11 ARTICLE XXI - DISCIPLINARY PROCEDURE

12 Section 21.01: Officers of the department who violate any rules, regulations or policies
13 of the Town of Grand Chute Police Department, shall be subject to disciplinary action for just
14 cause.

15
16 ARTICLE XXII - LAYOFFS/RECALLS

17 Section 22.01: When it becomes necessary, because of a layoff, to reduce the number of
18 subordinates, they shall be dismissed in the order of the shortest length of service in the
19 department. Laid off employees shall be held in a lay off pool for a period of time equal to their
20 length of service, but in no event longer than two (2) years. Recall to service will be in reverse
21 order of lay off.

22
23 ARTICLE XXIII - CONDITIONS OF AGREEMENT

24 Section 23.01: This agreement constitutes an entire agreement between the parties, and
25 no verbal statement shall supersede any of its provisions.

1 ARTICLE XXIV - NO OTHER AGREEMENT

2 Section 24.01: The Town of Grand Chute agrees not to enter into any other agreement,
3 written or verbal, with the members of the bargaining unit, individually or collectively, which in
4 any way conflicts with the provisions of this Agreement.

5
6 ARTICLE XXV - SEPARABILITY

7 Section 25.01: In the event any clause or portion of this agreement is in conflict with the
8 statutes, regulations, or state and federal laws, it shall be held invalid, but shall not affect the
9 remainder of the agreement which shall continue in full force and the parties shall immediately
10 seek to negotiate a legal settlement of the clause or portion that has been determined to be
11 invalid.

12
13 ARTICLE XXVI - NO STRIKE/NO LOCKOUT

14 Section 26.01: The Association and its members agree not to participate in a strike.

15 Section 26.02: The Employer agrees that there shall be no lockout during the term of this
16 Agreement.

17 Section 26.03: It is the mutual desire of both parties to provide for uninterrupted and
18 continuous service.

19
20 ARTICLE XXVII - DURATION OF AGREEMENT

21 Section 27.01: The provisions of this Agreement shall become effective January 1, 2019
22 and shall run until any portion of the Town of Grand Chute is incorporated into a Village, but in
23 any event shall not exceed a duration period up to and including December 31, 2021. In the event
24 the parties to this agreement have not agreed to a new labor contract on or before December 31,
25 2021, this agreement shall continue in full force and effect until the new agreement is reached.

26 Section 27.02: Either party requesting to modify the labor agreement in full force and
27 effect shall notify the other party of an intent to negotiate changes in the existing agreement in
28 writing prior to September 1st of the year in which the contract expires. Thereafter, both parties

1 shall establish a date to mutually exchange proposals, which shall not be later than October 1st.
2 Any and all provisions which are modified or changed shall be retroactive to January 1st.

3
4 ARTICLE XXVIII - EDUCATIONAL INCENTIVE

5 Section 28.01: The Educational Incentive Plan shall be provided to employees who have
6 completed 36 months of full-time employment with the Grand Chute Police Department. The
7 benefit payment for educational achievement shall be reflected in the base rate of pay for a
8 qualifying employee. The adjustment to the base rate of pay for a qualifying employee will be
9 based on the following annual awards for educational achievement:

- 10
11 • Five hundred dollars (\$500.00) for attainment of an Associate's Degree or sixty
12 (60) semester hours from an accredited college or university.
13 • One Thousand dollars (\$1,000.00) for attainment of a Bachelor's Degree.
14 • One thousand, five hundred dollars (\$1,500.00) for attainment of a Master's
15 Degree.

16
17 ARTICLE XXIX - MISCELLANEOUS

18 Section 29.01: Any non-probationary employee who is considered to be a certified Field
19 Training Officer (FTO), shall be compensated an additional one dollar and fifty cents (\$1.50) per
20 hour when acting in the capacity of an FTO. Non-certified employees who may be assigned to
21 take an employee in training along with them will not receive the FTO pay, and will not be given
22 any training responsibilities.

23 Section 29.02: Any employee, who dies or retires while in the employ of the Town of
24 Grand Chute, shall be entitled to a payout of up to 765 hours of sick leave that have been
25 accrued. The standard of payment to be used shall be the rate of pay that was in effect at the time
26 the employee either retired or died. In the case of an employee's death while in the employ of the
27 Town of Grand Chute, the specified benefits under this section shall be paid to the estate of the
28 deceased employee. In addition any holidays worked for which compensation has not been
29 received, shall be paid.

1
2 ARTICLE XXX – CAREER DEVELOPMENT

3 Section 30.01: The Town will implement a career development program designed to
4 enhance job satisfaction by offering opportunities for professional enrichment and growth.

5 Section 30.02: Participation in the career development program shall be voluntary.

6 Section 30.03: Participating officers who fulfill these additional duties and
7 responsibilities at a high level will be eligible for recognition and additional compensation.

8 Section 30.04: Levels of compensation for successful achievement in the career
9 development program shall be established through the collective bargaining process and
10 reflected in the base rate of pay for a participating employee.

11 Section 30.05: Eligibility for participation in the career development program shall be
12 based on the following factors:

- 13
- 14 • Department tenure, as outlined in Appendix A
 - 15 • Successful performance review for the year preceding application to the
16 program and annually thereafter.
 - 17 • Absence of recent acts of serious misconduct that detract from the level of
18 professionalism required of program participants.

19 Section 30.06: Officers interested in participation in the career development program
20 shall apply in the manner prescribed in the department Career Development policy.

21 Section 30.07: On an annual basis, participating officers shall prepare a career
22 development plan. The career development plan shall be the means by which the participant will
23 convey the manner in which he or she will fulfill the requirements of the Career Development
24 Program. Each career development plan will be unique and enumerate the various duties and
25 responsibilities comprising the participant's career goals and/or interests. The career
26 development plan will also establish specific performance objectives associated with the duties
27 and responsibilities comprising the plan. The career development plan will be agreed upon and
28 signed by the participant and his or her immediate supervisor before being forwarded to the
division commander for final approval.

1 Section 30.08: The Chief of Police will maintain a list of authorized professional duties
2 and responsibilities that have been evaluated and approved for the program. The list, found in
3 Appendix A of the department Career Development policy, will be reviewed and updated as
4 needed. In addition to the duties and responsibilities on the aforementioned list, officers are
5 permitted to propose unique duties or responsibilities that may qualify for inclusion in the
6 program. These electives will be evaluated and a determination made regarding their inclusion in
7 the program.

8 Section 30.09: Organizational need may result in the department assigning duties and
9 responsibilities to an officer, which may not correlate with his or her individual career goals
10 and/or interests. While the officer will be expected to satisfactorily fulfill these duties and
11 responsibilities, he or she will not be required to develop specific performance objectives, nor
12 incorporate the duties and responsibilities into his or her career development plan.

13 Section 30.10: Each duty or responsibility approved for the program will be numerically
14 weighted in a manner that considers such factors as:

- 15 • Time commitment;
- 16 • Effort or exertion required;
- 17 • Level of expertise required;
- 18 • Level of organizational enhancement achieved;
- 19 • Community impact;
- 20 • Risk
- 21 • Level of personal initiative required; and
- 22 • Specialized training required.

23 Section 30.11: Program participants have the ability to select from an array of duties and
24 responsibilities that match their professional interests or career advancement aspirations. The
25 fulfillment of these additional duties and responsibilities entitles an officer to earn points in the
26 career development program, based on the credit value assigned to the duty or responsibility.

27 Section 30.12: The accumulation of points in the career development program, coupled
28 with the requisite department tenure, will make participating officers eligible to earn one of the
29 following titles, though such designation connotes no supervisory authority. Officers earning

1 such designation shall be entitles to display the department authorized uniform insignia
2 commensurate with the rank designation.

- 3 • Corporal – 8 points
- 4 • Sergeant – 10 points
- 5 • Senior Sergeant – 12 points

6 Section 30.13: The annual performance evaluation will be the primary tool used to
7 evaluate proficiency in the career development program. Each program participant will complete
8 a self-evaluation prior to the completion of the annual performance evaluation by the immediate
9 supervisor, after which the supervisor will make an assessment of the participant's performance
10 in those duties and responsibilities directly related to the program. In the event the performance
11 evaluation reveals the participant failed to meet program standards, he or she will be given six
12 months to correct the situation. If the situation is not corrected, the employee will either be
13 reduced to a level commensurate with his or her achievement or lose his or her program
14 eligibility, depending upon the extent of the deficiency. An employee who loses program
15 eligibility will be required to achieve a successful annual performance evaluation and meet all
16 other program requirements to regain eligibility.

17 Section 30.14: An employee participating in the Career Development Program may
18 appeal a perceived inequity in the way a particular portion of the program is administered or in
19 the manner in which his or her program performance was evaluated. The appeal shall be in
20 writing and submitted to the employee's division commander. If the appeal cannot be resolved
21 by the division commander, it shall be the employee's prerogative to have the issue heard by a
22 review committee. The committee will be comprised of three members of the Association and
23 three members of the administration, not to include the employee's immediate supervisor. Once
24 the committee is empaneled, the Association will be permitted to strike one member from the
25 administration and the administration will be permitted to strike one member from the
26 Association. The remaining committee members will complete the review. Upon review of the
27 employee's appeal, the committee will prepare a written recommendation, which will be
28 forwarded to the Chief of Police. The decision of the Chief regarding any appeal shall be final.

1 request from another agency may be eligible for travel time if the recall is for an emergency
2 situation and requires the handler to report to a location a substantial distance from home. Such
3 determination shall be made on a case by case basis.

4 Section 31.05: Employees selected to be canine handlers must make a 6-year
5 commitment with the understanding that the actual length of the assignment may be influenced
6 by the service life of the dog. No assignment will extend beyond six years unless mutually
7 agreed upon by the handler and the Town.

8 Section 31.06: Canine handlers must live within a fifteen (15) mile radius of the Town of
9 Grand Chute.

10 Section 31.07: The Town reserves the right to determine the shift assignment of the
11 canine handler. The work schedule shall be that established in the Collective Bargaining
12 Agreement.

13 Section 31.08: An employee assigned as a canine handler will be required to be available
14 by cellular telephone during off-duty hours, unless on a scheduled leave day or with prior
15 approval of his or her supervisor. The employee will not receive additional compensation for
16 carrying the cellular telephone.

17 Section 31.09: If the employee or the dog is unable to perform in their respective
18 capacities because of circumstances that remove them from work; e.g., illness, injury, the Town
19 reserves the right to terminate the assignment or reassign the dog to another handler. The 20
20 minutes of overtime pay awarded for care and maintenance of the canine will not apply if a
21 handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is
22 assigned.

23 Section 31.10: When the dog's service life as a police canine has been exhausted, the
24 employee assigned as the dog's handler at that time shall be allowed to purchase the dog for
25 \$1.00. The final determination of a dog's useful service life shall be made by the Town. If,
26 upon conclusion of an employee's assignment as a canine handler, the canine has a useful service
27 life remaining, it shall be the choice of the Town whether to retire or reassign the dog. In the
28 event ownership of the canine is transferred to the handler, the 20 minutes of overtime pay for

1 care and maintenance of the canine, as well as any additional financial support for the direct care
2 and maintenance of the dog will cease.

3 Section 31.11: The cost of kenneling services necessary to accommodate an employee's
4 absence due to paid time off of one (1) week or more will be borne by the Town. Costs incurred
5 for kenneling services necessitated by time off less than one week, will be evaluated on a case by
6 case basis and may be the responsibility of the handler. The Town reserves the right to select the
7 provider of any and all kenneling services to its police canines. All kenneling services must
8 receive prior approval. The 20 minutes of overtime pay awarded for care and maintenance of the
9 canine shall not apply when the dog is being kenneled at the Town's expense.

10 Section 31.12: All other terms and conditions of the Labor Agreement shall apply.

11 Section 31.13: The Association, employees assigned as canine handlers, and the Town
12 agree this Article is reasonable, the result of good faith negotiations, and represents a fair and
13 adequate assessment of the amount of time spent caring for the dogs on all days.

14 Section 31.14: The continuation of the canine program shall be at the sole discretion of
15 the Chief. The Chief may discontinue this program at any time, for any reason.

16
17 ARTICLE XXXII – LATERAL ENTRY
18

19 Section 32.01: The association agrees that police officer candidates offered employment
20 by the Town may be eligible for lateral entry benefits if they are leaving another fulltime law
21 enforcement position to become a Grand Chute police officer.

22 Section 32.02: New employees may be granted a starting wage up to Step 10 of the
23 wage scale, equivalent to the start of year ten of employment with the Town.

24 Section 32.03: New employees may be granted vacation benefits equal to one week
25 upon hire and eligibility for a up to a third week based upon the credited years of service used to
26 establish the starting wage; e.g., an employee starting at step 3 of the wage scale will be credited
27 with two years of service for the purpose of calculating future vacation benefits. It is understood
28 that this service credit will play no role in establishing department seniority in any other

1 circumstance that might utilize seniority as a determining factor. It will merely determine their
2 vacation accrual rate upon hire.

3 Section 32.04: New employees may be advanced up to 300 hours of sick leave, with the
4 understanding that no further sick leave will accrue until the month of employment that follows
5 the month in which the same number of sick hours would have accrued naturally. Thereafter,
6 they will accrue sick leave in accordance with the provisions of the Labor Agreement. For
7 example, an employee granted an advance of 100 sick hours will not accrue additional sick leave
8 until the 11th month of employment.

9 Section 32.05: It is understood that these benefits will be determined on a case by case
10 basis and will be based on an analysis of the benefits to which the employee was entitled in the
11 department in which he or she previously worked. The goal of this initiative is to mitigate the
12 loss of benefits often associated with an employee moving from one organization to another. The
13 lateral entry program is not designed to enhance the benefits to which the employee was entitled
14 in his or her former organization.

15
16
17 Approved by the Town Board of Supervisors of the Town of Grand Chute on the 18th day of
18 December, 2018.

19
20 **TOWN OF GRAND CHUTE**

21
22
23 _____
24 DAVID SCHOWALTER, Town Chairperson

25
26
27 _____
28 ANGIE CAIN, Town Clerk

29
30 Executed this _____ day of _____, 2016.
31
32
33
34

1 **GRAND CHUTE PROFESSIONAL POLICE ASSOCIATION**

2

3

4

5 BENJAMIN KONS, GCPA Representative

6

7

8

9 JENNIFER CLEMENT, GCPA Representative

10

11

12

13 THOMAS SCHRANK, WPPA/LEER Representative

Wages (Appendix A)

Patrol Officer - 2019														
Step		2018 Rate of Pay	2019 Proposed - Associates	2019 Proposed - Bachelors	2019 Proposed - Masters	Associates Degree w/ Career Development			Bachelors Degree w/ Career Development			Masters Degree w/ Career Development		
						Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Hire to end of first year	1	\$26.30	\$26.30	\$26.30	\$26.30									
Start of 2nd year	2	\$27.50	\$27.50	\$27.50	\$27.50									
Start of 3rd year	3	\$28.12	\$28.12	\$28.12	\$28.12									
Start of 4th year	4	\$28.74	\$29.56	\$29.80	\$30.05									
Start of 5th year	5	\$29.41	\$30.24	\$30.49	\$30.73									
Start of 6th year	6	\$30.06	\$30.91	\$31.15	\$31.40	\$31.54			\$31.79			\$32.04		
Start of 7th year	7	\$30.74	\$31.60	\$31.84	\$32.09	\$32.23			\$32.48			\$32.73		
Start of 8th year	8	\$31.43	\$32.30	\$32.55	\$32.79	\$32.94			\$33.19			\$33.43		
Start of 9th year	9	\$32.14	\$33.03	\$33.27	\$33.52	\$33.66	\$34.36		\$33.91	\$34.62		\$34.16	\$34.88	
Start of 10th year	10	\$32.86	\$33.76	\$34.01	\$34.25	\$34.39	\$35.10		\$34.64	\$35.35		\$34.89	\$35.61	
Start of 12th year	12	\$32.86	\$33.76	\$34.01	\$34.25	\$34.39	\$35.10	\$35.79	\$34.64	\$35.35	\$36.05	\$34.89	\$35.61	\$36.31
						2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	2.0%	4.0%	6.0%
					Average	\$31.60	\$33.39	\$33.76	\$31.85	\$33.64	\$34.01	\$32.09	\$33.89	\$34.25
					% of Average	\$0.63	\$1.34	\$2.03	\$0.64	\$1.35	\$2.04	\$0.64	\$1.36	\$2.06
	Step	COLA	Notes:											
	1	0.00%	\$0.24	- \$0.24/hour increase to base for Associates, step 4+										
	2	0.00%	\$0.48	- \$0.48/hour increase to base for Bachelors, step 4+										
	3	0.00%	\$0.72	- \$0.72/hour increase to base for Masters, step 4+										
	4	2.00%		- 2/4/6% used for Career Development										
	5	2.00%												
	6	2.00%		Calculations: Step 1 Career Development is the % of the average from (6, 7, and 8)										
	7	2.00%		Step 2 Career Development is the % of the average from (9 and 10)										
	8	2.00%		Step 3 Career Development is the % of year 12										
	9	2.00%												
	10	2.00%												
	12	2.00%												

Patrol Officer - July 1, 2020 (2%)														
Step		2020 Proposed - Associates	2020 Proposed - Bachelors	2020 Proposed - Masters	Associates Degree w/ Career Development			Bachelors Degree w/ Career Development			Masters Degree w/ Career Development			
					Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	
Hire to end of first year	1	\$26.83	\$26.83	\$26.83										
Start of 2nd year	2	\$28.05	\$28.05	\$28.05										
Start of 3rd year	3	\$28.68	\$28.68	\$28.68										
Start of 4th year	4	\$30.15	\$30.40	\$30.65										
Start of 5th year	5	\$30.85	\$31.10	\$31.34										
Start of 6th year	6	\$31.52	\$31.77	\$32.03	\$32.17			\$32.42			\$32.68			
Start of 7th year	7	\$32.23	\$32.48	\$32.73	\$32.88			\$33.13			\$33.39			
Start of 8th year	8	\$32.95	\$33.20	\$33.45	\$33.59			\$33.85			\$34.10			
Start of 9th year	9	\$33.69	\$33.94	\$34.19	\$34.33	\$35.05		\$34.59	\$35.31		\$34.85	\$35.57		
Start of 10th year	10	\$34.44	\$34.69	\$34.94	\$35.08	\$35.80		\$35.34	\$36.06		\$35.59	\$36.32		
Start of 12th year	12	\$34.44	\$34.69	\$34.94	\$35.08	\$35.80	\$36.50	\$35.34	\$36.06	\$36.77	\$35.59	\$36.32	\$37.03	
					2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	
				Average	\$32.24	\$34.06	\$34.44	\$32.48	\$34.31	\$34.69	\$32.74	\$34.56	\$34.94	
				% of Average	\$0.64	\$1.36	\$2.07	\$0.65	\$1.37	\$2.08	\$0.65	\$1.38	\$2.10	

Patrol Officer - December 31, 2020 (1%)

Step		2020	2020	2020	Associates Degree w/ Career Development			Bachelors Degree w/ Career Development			Masters Degree w/ Career Development		
		Proposed - Associates	Proposed - Bachelors	Proposed - Masters	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Hire to end of first year	1	\$27.09	\$27.09	\$27.09									
Start of 2nd year	2	\$28.33	\$28.33	\$28.33									
Start of 3rd year	3	\$28.97	\$28.97	\$28.97									
Start of 4th year	4	\$30.45	\$30.70	\$30.96									
Start of 5th year	5	\$31.16	\$31.41	\$31.66									
Start of 6th year	6	\$31.84	\$32.09	\$32.35	\$32.49			\$32.75			\$33.01		
Start of 7th year	7	\$32.55	\$32.81	\$33.06	\$33.21			\$33.46			\$33.72		
Start of 8th year	8	\$33.28	\$33.53	\$33.78	\$33.93			\$34.19			\$34.44		
Start of 9th year	9	\$34.03	\$34.28	\$34.53	\$34.68	\$35.40		\$34.93	\$35.66		\$35.19	\$35.93	
Start of 10th year	10	\$34.78	\$35.03	\$35.28	\$35.43	\$36.16		\$35.69	\$36.42		\$35.95	\$36.68	
Start of 12th year	12	\$34.78	\$35.03	\$35.28	\$35.43	\$36.16	\$36.87	\$35.69	\$36.42	\$37.14	\$35.95	\$36.68	\$37.40
					2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	2.0%	4.0%	6.0%
				Average	\$32.56	\$34.40	\$34.78	\$32.81	\$34.66	\$35.03	\$33.06	\$34.91	\$35.28
				% of Average	\$0.65	\$1.38	\$2.09	\$0.66	\$1.39	\$2.10	\$0.66	\$1.40	\$2.12

Patrol Officer - July 1, 2021 (2%)

Step		2021	2021	2021	Associates Degree w/ Career Development			Bachelors Degree w/ Career Development			Masters Degree w/ Career Development		
		Proposed - Associates	Proposed - Bachelors	Proposed - Masters	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Hire to end of first year	1	\$27.64	\$27.64	\$27.64									
Start of 2nd year	2	\$28.90	\$28.90	\$28.90									
Start of 3rd year	3	\$29.55	\$29.55	\$29.55									
Start of 4th year	4	\$31.06	\$31.32	\$31.58									
Start of 5th year	5	\$31.78	\$32.04	\$32.29									
Start of 6th year	6	\$32.48	\$32.73	\$33.00	\$33.14			\$33.40			\$33.67		
Start of 7th year	7	\$33.21	\$33.46	\$33.72	\$33.87			\$34.13			\$34.39		
Start of 8th year	8	\$33.94	\$34.20	\$34.46	\$34.61			\$34.87			\$35.13		
Start of 9th year	9	\$34.71	\$34.96	\$35.22	\$35.37	\$36.11		\$35.63	\$36.38		\$35.90	\$36.65	
Start of 10th year	10	\$35.48	\$35.73	\$35.99	\$36.14	\$36.88		\$36.40	\$37.15		\$36.66	\$37.41	
Start of 12th year	12	\$35.48	\$35.73	\$35.99	\$36.14	\$36.88	\$37.61	\$36.40	\$37.15	\$37.88	\$36.66	\$37.41	\$38.15
					2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	2.0%	4.0%	6.0%
				Average	\$33.21	\$35.09	\$35.48	\$33.47	\$35.35	\$35.73	\$33.72	\$35.61	\$35.99
				% of Average	\$0.66	\$1.40	\$2.13	\$0.67	\$1.41	\$2.14	\$0.67	\$1.42	\$2.16

Patrol Officer - December 31, 2021 (1%)

Step		2021	2021	2021	Associates Degree w/ Career Development			Bachelors Degree w/ Career Development			Masters Degree w/ Career Development		
		Proposed - Associates	Proposed - Bachelors	Proposed - Masters	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Hire to end of first year	1	\$27.91	\$27.91	\$27.91									
Start of 2nd year	2	\$29.19	\$29.19	\$29.19									
Start of 3rd year	3	\$29.84	\$29.84	\$29.84									
Start of 4th year	4	\$31.37	\$31.63	\$31.89									
Start of 5th year	5	\$32.10	\$32.36	\$32.61									
Start of 6th year	6	\$32.80	\$33.06	\$33.33	\$33.47			\$33.74			\$34.01		
Start of 7th year	7	\$33.54	\$33.80	\$34.06	\$34.21			\$34.47			\$34.74		
Start of 8th year	8	\$34.28	\$34.54	\$34.80	\$34.95			\$35.22			\$35.48		
Start of 9th year	9	\$35.05	\$35.31	\$35.58	\$35.72	\$36.47		\$35.99	\$36.74		\$36.26	\$37.01	
Start of 10th year	10	\$35.83	\$36.09	\$36.35	\$36.50	\$37.25		\$36.77	\$37.52		\$37.03	\$37.79	
Start of 12th year	12	\$35.83	\$36.09	\$36.35	\$36.50	\$37.25	\$37.98	\$36.77	\$37.52	\$38.26	\$37.03	\$37.79	\$38.53
					2.0%	4.0%	6.0%	2.0%	4.0%	6.0%	2.0%	4.0%	6.0%
				Average	\$33.54	\$35.44	\$35.83	\$33.80	\$35.70	\$36.09	\$34.06	\$35.96	\$36.35
				% of Average	\$0.67	\$1.42	\$2.15	\$0.68	\$1.43	\$2.17	\$0.68	\$1.44	\$2.18

**Town of Grand Chute
Certified Survey Map Review
Robert H. and Gladys M. Ebben Revocable Trust**

To: Plan Commission

From: Michael Patza, Town Planner

Date: December 27, 2018

Address: 5300 & 5510 N. McCarthy Road

App. #: CSM-01-19

REQUEST

The CSM will consolidate the four existing parcels into two lots of 5.03 acres and 63.52 acres respectively. The CSM provides dedication of 33' of road right-of-way along N. McCarthy Road. Because of the R/W dedication, this CSM needs Plan Commission and Town Board approval.

ANALYSIS

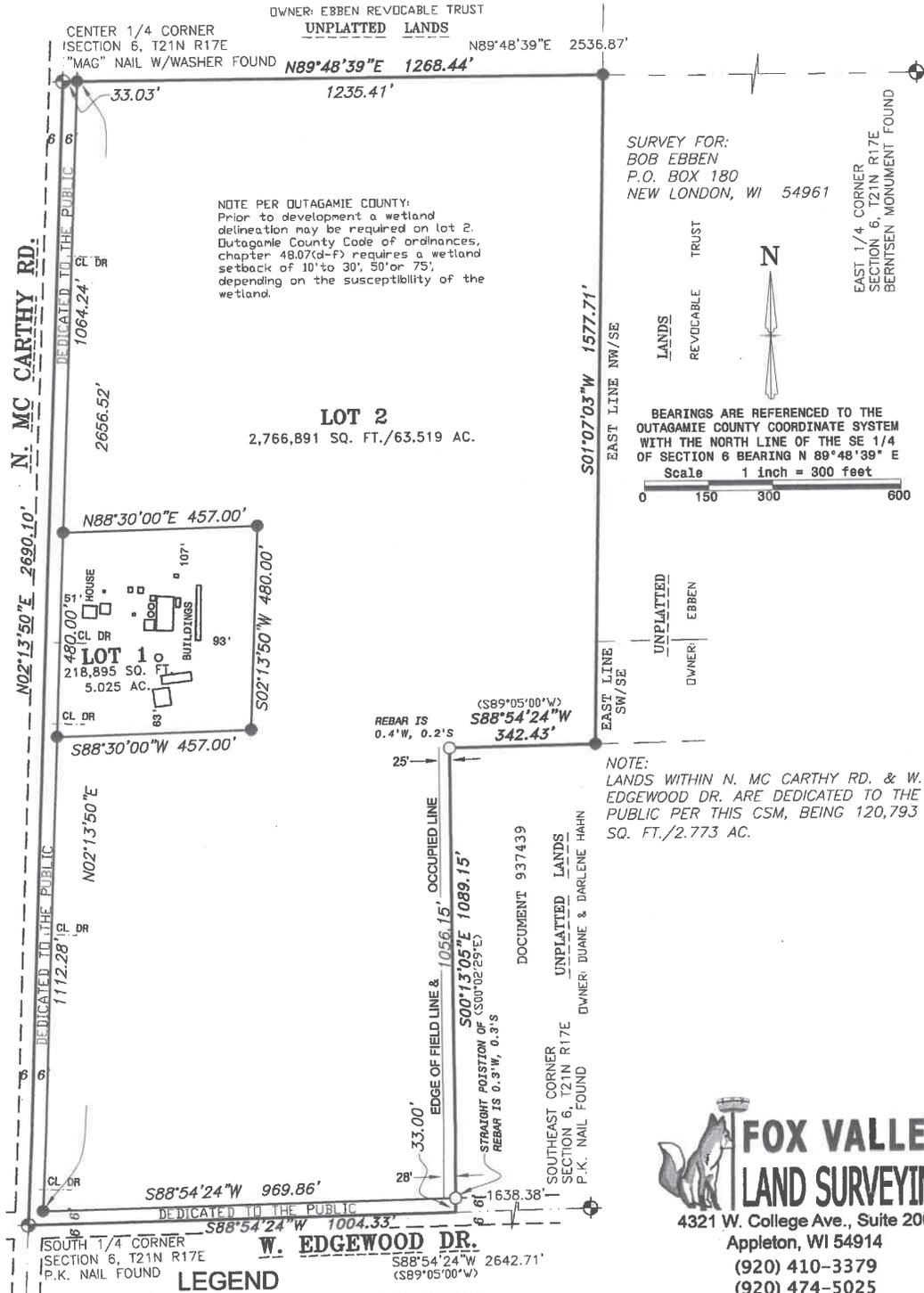
All of the property included in the CSM is zoned AGD General Agricultural District. An existing single-family residential home and accessory buildings are located on Lot 1. The land on Lot 2 is used for agricultural crop production. The CSM meets all Town requirements for division of land.

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Certified Survey Map (CSM-01-19) requested by Robert H. and Gladys M. Ebben Revocable Trust, 5300 & 5510 N. McCarthy Road.

CERTIFIED SURVEY MAP

ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, IN SECTION 6, TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



- LEGEND**
- 3/4" SOLID ROUND REBAR SET - 18" LONG, WEIGHING 1.502 LBS./LIN. FT.
 - 3/4" REBAR FOUND
 - ⊕ GOVERNMENT CORNER
 - () RECORDED AS

FOX VALLEY LAND SURVEYING

4321 W. College Ave., Suite 200
Appleton, WI 54914
(920) 410-3379
(920) 474-5025
mail@foxvalleylandsurveying.com
foxvalleylandsurveying.com

PROJECT NO. 211706-1
SHEET 1 OF 2

**Town of Grand Chute
Certified Survey Map Review
Wisconsin Electric Power Company, Terry A. Piller, and Lori L. Mueller**

To: Plan Commission

From: Michael Patza, Town Planner

Date: January 10, 2019

Address: 5000 Block of W. Greenville Drive

App. #: CSM-03-19

REQUEST

The CSM will dedicate the right-of-way required to extend Silverspring Drive north of W. Greenville Drive. Because of the R/W dedication, this CSM needs Plan Commission and Town Board approval.

ANALYSIS

The right-of-way dedicated through the CSM will be utilized to construct the north extension of Silverspring Drive. The extension will provide public road access to the Fox Cities Champion Center from W. Greenville Drive. Silverspring Drive will connect to Champion Drive, which will provide a connection west to N. McCarthy Road. The CSM meets all Town requirements for division of land.

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Certified Survey Map (CSM-03-19) requested by Wisconsin Electric Power Company, Terry A. Piller, and Lori L. Mueller.



AGENDA REQUEST
1/15/2019

TOPIC: Donation of remnant strip of land at the northeast corner of W. College Avenue and N. McCarthy Road to Outagamie County for the CTH CA - Casaloma Dr. to CTH CB highway project.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Town Board
Department Reporting: Public Works	Submitted By: Katie Schwartz, Director PW

ISSUE: Shall the Town Board approve donation of a remnant strip of land at the northeast corner of W. College Avenue and N. McCarthy Road to Outagamie County for the CTH CA - Casaloma Drive to CTH CB highway project.

BACKGROUND/ANALYSIS:

You will recall that the stretch of College Avenue from CTH CB to Casaloma Drive is scheduled for reconstruction in 2020. The corridor is being converted from a rural cross-section to a fully-urbanized cross section with bike and pedestrian facilities.

The Outagamie County Highway Department is in the process of acquiring the necessary right-of-way and easement acquisition along the project corridor. The Town of Grand Chute owns Parcel 11 on Transportation Project Plat 4657-25-03 (see Attachment No. 1) that consists of outlots for stormwater management. A temporary limited easement (TLE) as well as a small portion of Fee acquisition (0.01 Acres) is required from Parcel 11 in order to construct the roadway project. The total TLE area is 0.46 acres which includes a small portion of Outlot 2 and all of Outlot 1. The new roundabout construction will be filling in the western edge of the detention area and therefore they will need to expand the eastern edge of the detention area. This requires the contractor to access the entire detention area for proper final grading. The Fee and TLE appraised fair market value has been reported to be \$8,155 (see Attachment No. 3). The Outagamie County Highway Department is requesting the Town Board consider donating the land, having been fully informed of the right to have the property appraised and receive just compensation.

RECOMMENDATION: Staff recommends that the Town Board approve donation of a remnant strip of land at the northeast corner of W. College Avenue and N. McCarthy Road to Outagamie County for the CTH CA - Casaloma Drive to CTH CB highway project.

FISCAL IMPACT: N/A

ATTACHMENTS:

Attachment No. 1 - Transportation Project Plat 4657-25-03

Attachment No. 2 - LPA Documents for Signature (1560/1617/1895/1896)

Attachment No. 3 - Outagamie County Letter with appraised fair market value of Parcel No. 11

WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
lpa1560 04/2016 (replaces lpa1560 08/2011)

THIS DEED, made by **Town of Grand Chute**, GRANTOR, conveys and warrants the property described below to **Outagamie County**, GRANTEE, for the sum of \$1.00 and other good and valuable consideration dollars (\$ 1.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Outagamie County Highway Department
1313 Holland Rd
Appleton, WI 54911-8947

Parcel Identification Number/Tax Key Number
101127401

Town of Grand Chute by:

Signature Date

Print Name Title

Date

State of Wisconsin

_____)
_____) \$
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

LEGAL DESCRIPTION

Parcel 11 of Transportation Project Plat 4657-25-03 - 4.03 Amendment No. 1, recorded in Cabinet M, Page 104 as Document No. 2147815, recorded in Outagamie County, Wisconsin.

Property interests and rights of said Parcel 11 consist of:

Fee Simple

Temporary Limited Easement

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

REAL ESTATE TRANSACTIONS CLOSING STATEMENT

lpa1617 09/2011 (Replaces LPA3013) Ch. 84 Wis. Stats.

Transferor/Property owner name and address TOWN OF GRAND CHUTE 1900 GRAND CHUTE BLVD APPLETON WI 54913-9613		Transferee Outagamie County	
		Due Property Owner	Deductions
Agreed upon purchase price		\$1.00	XXXXXXXXXX
1st mortgage release			
Amount \$ ____			
2nd mortgage release		0	0
Amount \$ ____			
Land contract payment		0	0
Amount \$ ____			
Attach Form LPA1616	Tax proration for year ___, prorated from ___ to ___ Last year's tax \$ ____	0	0
	Delinquent taxes for years ____	0	0
	Special assessments unpaid, delinquent and future	0	0
Estimated water and/or sewer service charges		0	0
Rent prorated, if tenant occupied		0	0
LP ___ gals., \$ ___ Fuel Oil ___ gals., \$ ___		0	0
Retention of improvements - list (if none, so state)		\$ 0	0
____		\$ 0	0
Other: ____		0	0
TOTAL		\$1.00	0
Less deductions			XXXXXXXXXX
Balance due property owner			XXXXXXXXXX
1st installment			
2nd installment			
3rd installment			
Total settlement due property owner		\$1.00	

This statement is accepted as correct.

Signature	Date	Signature	Date
Closing Agent	Date	Signature	Date
Project ID: 4657-25-03 – CA (CB to Casaloma)	County: Outagamie	Parcel No.: 11	

**Transaction Over \$600
IRS 1099-S Purposes**

Owner Name	Social Security Number OR Federal Employer ID Number	Allocated Compensation
TOWN OF GRAND CHUTE		\$-
		\$
		\$
		\$
Total compensation attributable to real estate		\$-

Legal description: See Warranty Deed/Temporary Limited Easement

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between **TOWN OF GRAND CHUTE**, hereinafter called **SELLER**, and **Outagamie County**, hereinafter called **Buyer**. **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

SELLER and **Buyer** agree that **Buyer** is purchasing this property for transportation purposes within the meaning of Wis. Stats.

SELLER warrants and represents to **Buyer** that **SELLER** has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the **Buyer** is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The **SELLER** agrees to sell and the **Buyer** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in **Outagamie** County, Wisconsin: **See attached**

The purchase price of said real estate shall be the sum of \$1.00 and other good and valuable consideration payable as follows: **At closing.**

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **Buyer**

Legal possession of premises shall be delivered to **Buyer** on date of closing.

Occupancy of property shall be given to **Buyer** on closing, **SELLER** may not occupy property after closing, unless a separate lease agreement is entered into between **Buyer** and **SELLER**.

SPECIAL CONDITIONS: None

This agreement is binding upon acceptance by **Buyer** as evidenced by the signature of an authorized representative of **Buyer**. If this agreement is not accepted by **Buyer** within **20** days after **SELLER's** signature, this agreement shall be null and void.

SELLER and **Buyer** agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Witness Signature

Print Name

Date

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Date

Signature

Dean E. Steingraber

Print Name

Outagamie County Highway Commissioner

Title

Note: Must be signed by administrator or an authorized representative.

DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Ipa1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner Town of Grand Chute	
Acres/Sq. Ft. Required 0.01 FEE & 0.46 TLE	Interest Required FEE/TLE

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Outagamie County agents or representatives.

Owner signature _____ Date _____

Print name _____

Owner signature _____ Date _____

Print name _____

APPROVED FOR:

Outagamie County
Municipality name _____

Approval signature _____ Date _____

Dean E. Steingraber, Highway Commissioner
Print name and title _____

Project ID: 4657-25-03	County: Outagamie	Parcel No.: 11
------------------------	-------------------	----------------



Highway Department

1313 Holland Road, Appleton, WI 54911-8947
Phone: (920) 832-5673 Fax: (920) 832-2032
Visit our website at www.outagamie.org

Date: December 18, 2018

Project ID: 4657-25-03
Highway Project: CTH CA - CB to Casaloma
Parcel No.: 11

ROBERT BUCKINGHAM
TOWN OF GRAND CHUTE
1900 GRAND CHUTE BLVD
APPLETON WI 54913-9613

Dear Property Owner:

This is our written offer to purchase that part of your property needed for the CTH CA - Casaloma Dr to CTH CB highway project.

Our offer of \$8,155, based on the enclosed appraisal report, is as follows:

Land Acquisition	0.01 acres @ \$4.00/ac	\$1,742
TLE	0.46 acres	\$6,412
Landscaping -		
Total		\$8,154
 ROUNDED GRAND TOTAL		 \$8,155

The \$8,155 is based on the appraised fair market value of your property. It does not consider any decrease or increase in value caused by the anticipation of this project.

We have included a description of the area or interest that we need from your property. The enclosed plat map includes a list of neighboring owners affected by this project.

You may choose to obtain another appraisal as explained in the "Rights of Landowners" brochure already sent to you. To further aid you, we have included some appraisal guidelines for you and for your appraiser. Remember, the report must reach our office within 60 days.

We do not prorate taxes on a purchase such as this. You may, however, ask for a proration if there is a reduction in next year's taxes because of this purchase. You would need to furnish us with copies of your tax receipts at that time.

The "Rights of Landowners" brochure outlines our purchase procedures and your rights in the process. If you have any further questions after reviewing this pamphlet, you may contact Cindy Roberts at (area code) 920-832-5674.

I encourage you to contact me at 920-832-5674 to discuss this offer and how the project will impact your property and business activities.

Respectfully,

A handwritten signature in black ink, appearing to read 'D. Steingraber', written in a cursive style.

Dean E. Steingraber, P.E.
Highway Commissioner

Enclosures: Appraisal
 Conveyance Document
 Agreement for Purchase
 Closing Statement
 Transportation Project Plat (TPP)
 The Rights of Landowners Brochure
 Appraisal Guidelines and Agreement

STATE OF WISCONSIN
 DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION PROJECT PLAT TITLE SHEET
 4657-25-03
 T GRAND CHUTE, CTH CA
 CTH CB - CASALOMA DRIVE
 CTH CA
 OUTAGAMIE COUNTY



CONVENTIONAL SYMBOLS

SECTION LINE	SECTION CORNER SYMBOL	R/W MONUMENT (TO BE SET)
QUARTER LINE	SECTION CORNER MONUMENT	NON-MONUMENTED R/W POINT
SIXTEENTH LINE	GEODETIC SURVEY MONUMENT	FOUND IRON P/N (1-1/4" UNLESS NOTED)
NEW REFERENCE LINE	SIXTEENTH CORNER MONUMENT	OFF-PREMISE SIGN
NEW R/W LINE	SIGN	COMPENSABLE
EXISTING R/W OR HE LINE	ELECTRIC POLE	NON-COMPENSABLE
PROPERTY LINE	TELEPHONE POLE	PEDESTAL (LABEL TYPE)
LOT, TIE & OTHER MINOR LINES	PEDESTAL (LABEL TYPE)	(TV, TEL, ELEC, ETC.)
SLOPE INTERCEPT	ACCESS RESTRICTED BY ACQUISITION	NO ACCESS (BY STATUTORY AUTHORITY)
CORPORATE LIMITS	NO ACCESS (BY PREVIOUS PROJECT OR CONTROL)	NO ACCESS (NEW HIGHWAY)
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	PARCEL NUMBER	UTILITY NUMBER
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	PARALLEL OFFSETS	TILE POINTS
TEMPORARY LIMITED EASEMENT AREA	TO BE REMOVED	EXISTING R/W POINTS
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	BRIDGE	NEW R/W POINTS
TRANSMISSION STRUCTURES		

CONVENTIONAL ABBREVIATIONS

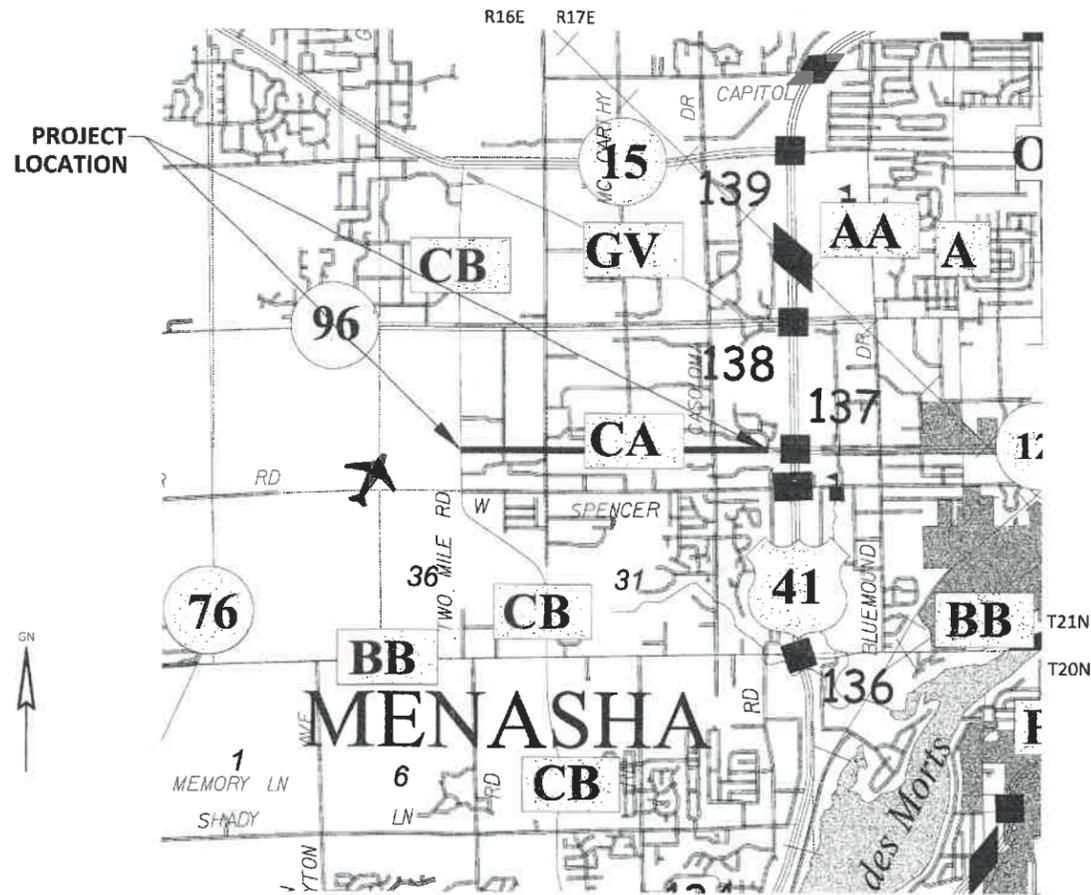
ACCESS RIGHTS	AR	POINT OF INTERSECTION	PI
ACRES	AC	PROPERTY LINE	PL
AHEAD	AH	RECORDED AS	(100')
ALUMINUM	ALUM	REEL / IMAGE	R/I
AND OTHERS	ET AL	REFERENCE LINE	R/L
BACK	BK	REMAINING	REM
BLOCK	BLK	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CENTERLINE	C/L	RIGHT	RT
CERTIFIED SURVEY MAP	CSM	RIGHT OF WAY	R/W
CONCRETE	CONC	SECTION	SEC
COUNTY	CO	SEPTIC VENT	SEPV
COUNTY TRUNK HIGHWAY	CTH	SQUARE FEET	SF
DISTANCE	DIST	STATE TRUNK HIGHWAY	STH
CORNER	COR	STATION	STA
DOCUMENT NUMBER	DOC	TELEPHONE PEDESTAL	TP
EASEMENT	EASE	TEMPORARY LIMITED EASEMENT	TLE
EXISTING	EX	TRANSPORTATION PROJECT PLAT	TPP
GAS VALVE	GV	UNITED STATES HIGHWAY	USH
GRID NORTH	GN	VOLUME	V
HIGHWAY EASEMENT	HE		
IDENTIFICATION	ID		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PCC		
POINT OF COMPOUND CURVE	PCC		

CURVE DATA

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD	OH
TRANSMISSION LINES	TL
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SS
STORM SEWER	SS



THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT: 4657-25-03

NOTES:

- POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATES, OUTAGAMIE COUNTY, NAD83(1991), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.
- ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/8" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.
- ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.
- RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.
- DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.
- A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.
- PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

TRANSPORTATION PROJECT PLAT NO: 4657-25-03 - 4.01

THAT PART OF OUTLOT 1, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 3360, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 25 AND THAT PART OF LOT 2, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 6745, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 25, ALL IN T21N, R16E, TOWN OF GREENVILLE, OUTAGAMIE COUNTY, WISCONSIN.

RELOCATION ORDER CTH CA OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, OUTAGAMIE COUNTY DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 83.07 AND 83.08, WISCONSIN STATUTES, OUTAGAMIE COUNTY HEREBY ORDERS THAT: 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAY OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT. 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY OUTAGAMIE COUNTY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE OUTAGAMIE COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 83.07 AND 83.08, WISCONSIN STATUTES.



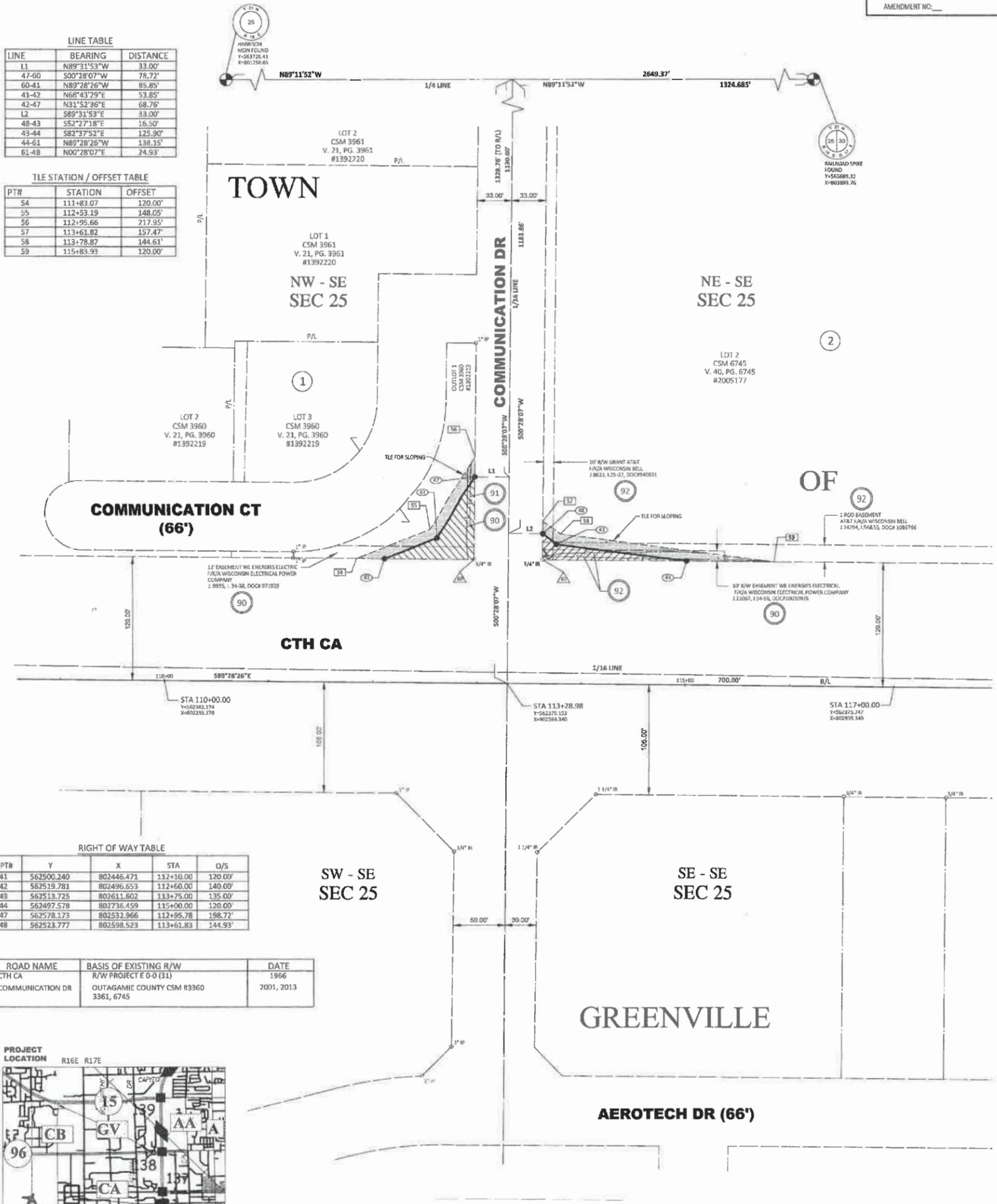
RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4657-25-03 - 4.01
SHEET 1 OF 2
AMENDMENT NO.:

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°31'53"W	33.00'
47-60	S00°28'07"W	78.72'
60-61	N89°28'26"W	85.85'
41-42	N68°43'29"E	53.85'
42-47	N31°52'36"E	68.76'
L2	S89°31'53"E	33.00'
48-43	S52°27'18"E	16.50'
43-44	S82°37'52"E	125.90'
44-61	N85°28'26"W	138.15'
61-48	N00°28'07"E	24.93'

TILE STATION / OFFSET TABLE

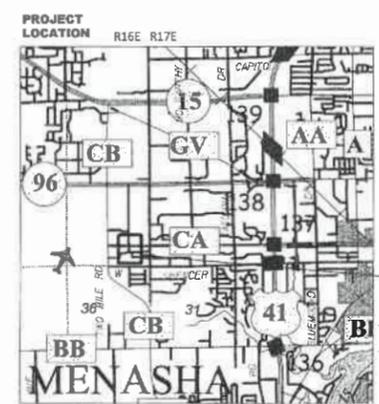
PT#	STATION	OFFSET
54	111+83.07	120.00'
55	112+53.19	148.05'
56	112+95.66	217.95'
57	113+61.82	157.47'
58	113+78.87	144.61'
59	115+83.93	120.00'



RIGHT OF WAY TABLE

PT#	Y	X	STA	O/S
41	562500.240	802446.471	112+10.00	120.00'
42	562519.781	802496.653	112+60.00	140.00'
43	562513.725	802611.602	113+75.00	135.00'
44	562497.578	802736.459	115+00.00	120.00'
47	562578.173	802532.966	112+95.78	198.72'
48	562523.777	802598.523	113+61.83	144.93'

ROAD NAME	BASIS OF EXISTING R/W	DATE
CTH CA	R/W PROJECT E 0-0 (31)	1966
COMMUNICATION DR	OUTAGAMIE COUNTY CSM #3360 3361, 6745	2001, 2013



2145398
Recorded
October 09, 2018 3:24 PM
OUTAGAMIE COUNTY
SARAH R. VAN CAMP
REGISTER OF DEEDS
Fee Amount: \$25.00
Total Pages: 2
Cabinet N Page 97 & 98



OMNI ASSOCIATES
ONE SYSTEMS DRIVE APPLETON, WI 54914-1654
PHONE (920) 735-6900
FAX (920) 830-6100

I, DAVID A. YURK, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE OUTAGAMIE COUNTY, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: *David A. Yurk* DATE: 10-8-2018

PRINT NAME: DAVID A. YURK

REGISTRATION NUMBER: 52686 S-2649 DAY

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR OUTAGAMIE COUNTY

SIGNATURE: *Dean E. Stemberger* DATE: 10/9/18

PRINT NAME: DEAN E. STEMBERGER



UTILITY INTEREST REQUIRED

UTILITY	OWNERS	INTEREST REQUIRES
90	WE ENERGIES ELECTRICAL	RELEASE OF RIGHTS
91	TIME WARNER CABLE	RELEASE OF RIGHTS
92	AT&T	RELEASE OF RIGHTS

SCHEDULE OF LANDS AND INTEREST

PARCEL NO.	OWNER	INTEREST REQUIRED	AREA ACRES REQUIRED			TLE AREA
			NEW	EXISTING	TOTAL	
1	SUMNICH PROPERTIES LLC	FEE TLE	0.05 AC	---	0.05 AC	0.03 AC
2	MILLER ELECTRIC MFG. CO.	FEE TLE	0.03 AC	---	0.03 AC	0.04 AC

*OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO THE COUNTY

PLOT SCALE: 1"=50 FT
 PLOT NAME: Dave A. Yurk
 PLOT BY: Dave A. Yurk
 PLOT DATE: 10/9/2018 1:00 PM
 PLOT DATE: 10/9/2018 1:00 PM
 FILE NAME: F:\PROJECTS\24661\CIVIL\30 2018\RW\ACTH CA.TPP.DWG
 APPRAISAL PLAT DATE:

TRANSPORTATION PROJECT PLAT NO: 4657-25-03 - 4.02 AMENDMENT NO. 1

AMENDS PARCELS 2, 3, 4 AND 6 OF TRANSPORTATION PARCEL PLAT 4657-25-03 - 4.02 RECORDED IN CABINET M, PAGE 99 AS DOCUMENT NO. 2145883

THAT PART OF LOT 2, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 6745, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THAT PART OF LOT 1, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 610, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T21N, R16E, TOWN OF GREENVILLE, THAT PART OF LOT 1, GRANDE MARKET, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THAT PART OF GEORGETOWNE PLACE CONDOMINIUM, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, T21N, R17E, TOWN OF GRAND CHUTE, ALL IN OUTAGAMIE COUNTY, WISCONSIN.

RELOCATION ORDER CTH CA OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, OUTAGAMIE COUNTY DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

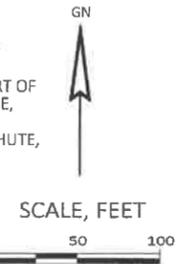
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 83.07 AND 83.08, WISCONSIN STATUTES, OUTAGAMIE COUNTY HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY OUTAGAMIE COUNTY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE OUTAGAMIE COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 83.07 AND 83.08, WISCONSIN STATUTES.

*OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO THE COUNTY

SCHEDULE OF LANDS AND INTEREST

PARCEL NO.	OWNER	INTEREST REQUIRED	AREA ACRES REQUIRED			TLE AREA
			NEW	EXISTING	TOTAL	
2	MILLER ELECTRIC MFG. CO.	FEE TLE	0.08 AC	---	0.08 AC	0.05 AC
3	GRANDE MARKET 5793	FEE TLE	0.01 AC	---	0.01 AC	0.11 AC
4	MURRAY AND FRANK PROPERTIES LLC	FEE TLE	0.01 AC	---	0.01 AC	0.02 AC
6	S-H FORTY-NINE PROPCO - APPLETON, LLC	TLE	---	---	---	0.04 AC



Document #: 2147814
 Date: 11-08-2018 Time: 02:16 PM
 Page: 1 of 2
 County: OUTAGAMIE COUNTY State: WI

David A. Yurk
 DAVID A. YURK, REGISTERED SURVEYOR
 Returned to: FILE

Cabinet M-Page 103

RESERVED FOR REGISTER OF DEEDS
 PROJECT NUMBER: 4657-25-03 - 4.02
 AMENDMENT NO. 1

RIGHT OF WAY TABLE

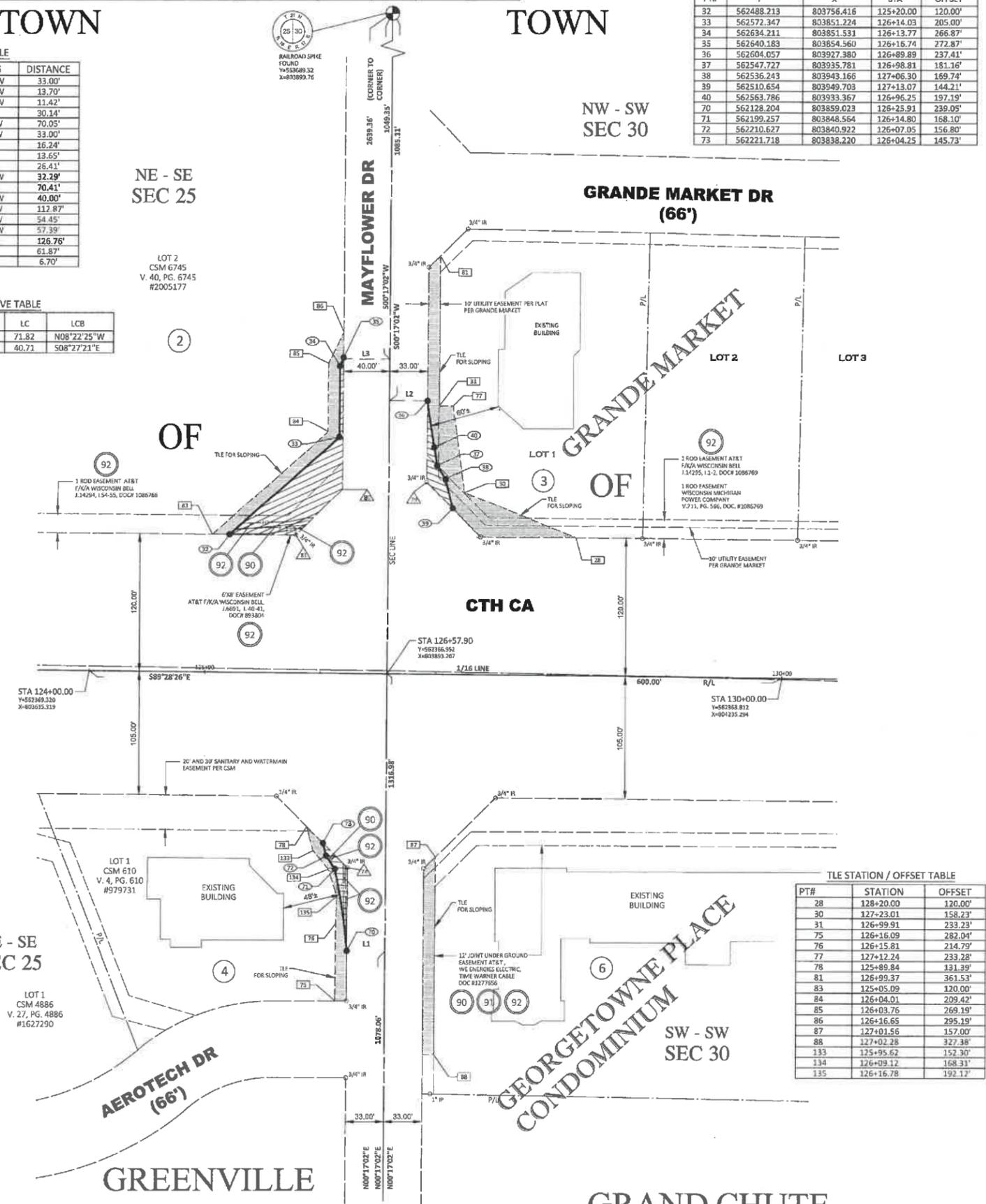
PT#	Y	X	STA	OFFSET
32	562488.213	803756.416	125+20.00	120.00'
33	562572.347	803851.224	126+14.03	205.00'
34	562634.211	803851.531	126+13.77	266.87'
35	562640.183	803854.560	126+16.74	272.87'
36	562604.057	803927.380	126+89.89	237.41'
37	562547.727	803935.781	126+98.81	181.16'
38	562536.243	803943.166	127+06.30	169.74'
39	562510.654	803949.703	127+13.07	144.21'
40	562563.786	803933.367	126+06.25	197.19'
70	562128.204	803859.023	126+25.91	239.05'
71	562199.257	803848.564	126+14.80	168.10'
72	562210.627	803840.922	126+07.05	156.80'
73	562221.718	803838.220	126+04.25	145.73'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°42'58"W	33.00'
71-72	N33°54'28"W	13.70'
72-73	N13°41'19"W	11.42'
73-74	S44°35'41"E	30.14'
74-70	S00°17'02"W	70.05'
L2	S89°42'58"W	33.00'
40-37	S08°32'52"E	16.24'
37-38	S32°44'42"E	13.65'
38-39	S14°19'46"E	26.41'
39-79	N44°35'42"W	32.29'
79-30	N00°17'02"E	70.41'
L3	N89°42'58"W	40.00'
35-80	S00°17'02"W	112.87'
80-81	S45°24'18"W	54.45'
81-32	N89°28'26"W	57.39'
32-33	N48°24'50"E	126.76'
33-34	N00°17'02"E	61.87'
34-35	N26°53'57"E	6.70'

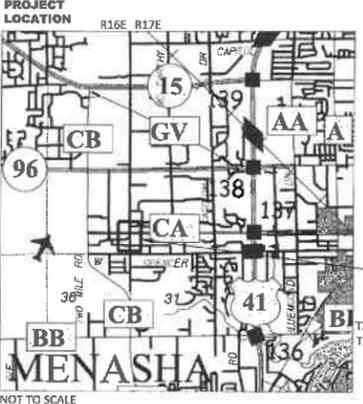
CURVE TABLE

CURVE	R	L	LC	LCB
70-71	587.50	71.86°	71.82	N08°22'25"W
36-40	611.50	40.72°	40.71	S08°27'21"E



TLE STATION / OFFSET TABLE

PT#	STATION	OFFSET
28	128+20.00	120.00'
30	127+23.01	158.23'
31	126+99.91	233.23'
75	126-16.09	282.04'
76	126-15.81	214.79'
77	127-12.24	233.28'
78	125-89.84	131.39'
81	126+99.37	361.53'
83	125+05.09	120.00'
84	126+04.01	209.42'
85	126+03.76	269.19'
86	126+16.65	295.19'
87	127+01.56	157.00'
88	127+02.28	327.38'
133	125+95.62	152.30'
134	126+09.12	168.31'
135	126+16.78	192.12'



UTILITY INTEREST REQUIRED

UTILITY	OWNERS	INTEREST REQUIRES
90	WE ENERGIES ELECTRIC	RELEASE OF RIGHTS
91	TIME WARNER CABLE	RELEASE OF RIGHTS
92	AT&T	RELEASE OF RIGHTS

ROAD NAME	BASIS OF EXISTING R/W	DATE
CTH CA	R/W PROJECT E D-0 (31)	1966
MAYFLOWER DR	OUTAGAMIE COUNTY CSM #610	1990
	GEORGETOWNE PLACE CONDOMINIUM	1997
	GRANDE MARKET	1998
	OUTAGAMIE COUNTY CSM #6745	2013

Omni ASSOCIATES

OMNI ASSOCIATES
 ONE SYSTEMS DRIVE APPLETON,
 WI 54914-1654
 PHONE (920) 735-6900
 FAX (920) 830-6100

I, DAVID A. YURK PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE OUTAGAMIE COUNTY, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: *David A. Yurk* DATE: 11-8-2018
 PRINT NAME: DAVID A. YURK
 REGISTRATION NUMBER: S-2648

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR OUTAGAMIE COUNTY

SIGNATURE: *Pen E. Schneider* DATE: 11/8/18
 PRINT NAME: PEN E. SCHNEIDER

PLOT SCALE: 1 IN.=50 FT
 PLOT NAME: Dave A. Yurk
 PLOT DATE: 11/8/2018 7:38 AM
 FILE NAME: F:\PROJECTS\2246A1\0\CIVIL_3D_2016\RW\CTH CA AMENDMENT 1.DWG
 APPRAISAL PLAT DATE:

TRANSPORTATION PROJECT PLAT NO: 4657-25-03 - 4.03 AMENDMENT NO. 1

AMENDS PARCELS 7, 11, 12 AND ADDS PARCEL 7A OF TRANSPORTATION PROJECT PLAT 4657-25-03 - 4.03 RECORDED IN CABINET M, PAGE 100 AS DOCUMENT NO. 2145884

THAT PART OF OF UNIT 4, GEORGETOWNE PLACE CONDOMINIUM, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THAT PART OF LOTS 27 AND 28, 1ST ADDITION TO GRANDE MARKET AND PART OF OUTLOT 2, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THAT PART OF OUTLOT 1, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP 2489, THAT PART OF LOT 1, OUTAGAMIE COUNTY CERTIFIED SURVEY MAP 7481, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PART OF COLLEGE COURT CONDOMINIUM, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 30, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

RELOCATION ORDER CTH CA OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, OUTAGAMIE COUNTY DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 83.07 AND 83.08, WISCONSIN STATUTES, OUTAGAMIE COUNTY HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY OUTAGAMIE COUNTY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE OUTAGAMIE COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 83.07 AND 83.08, WISCONSIN STATUTES.

Document #: 2147835
Date: 11-08-2018 Time: 02:38 PM
Page: 1 of 10
County: OUTAGAMIE COUNTY State: WI

David A. Yurk
DAVID A. YURK
REGISTERED LAND SURVEYOR
No. 10000

Cabinet M, Page 104

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4657-25-03 - 4.03
AMENDMENT NO. 1

SCALE, FEET



REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2 OF TRANSPORTATION PROJECT PLATS, AS DOCUMENT NO. 2145358 FOR ADDITIONAL INFORMATION.

UTILITY	OWNERS	INTEREST REQUIRES
90	WE ENERGIES ELECTRIC	RELEASE OF RIGHTS
91	TIME WARNER CABLE	RELEASE OF RIGHTS
92	AT&T	RELEASE OF RIGHTS
93	WE ENERGIES GAS	RELEASE OF RIGHTS
94	TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 1	RELEASE OF RIGHTS

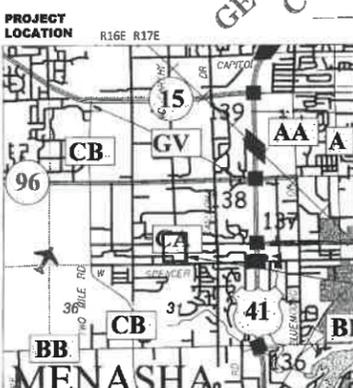
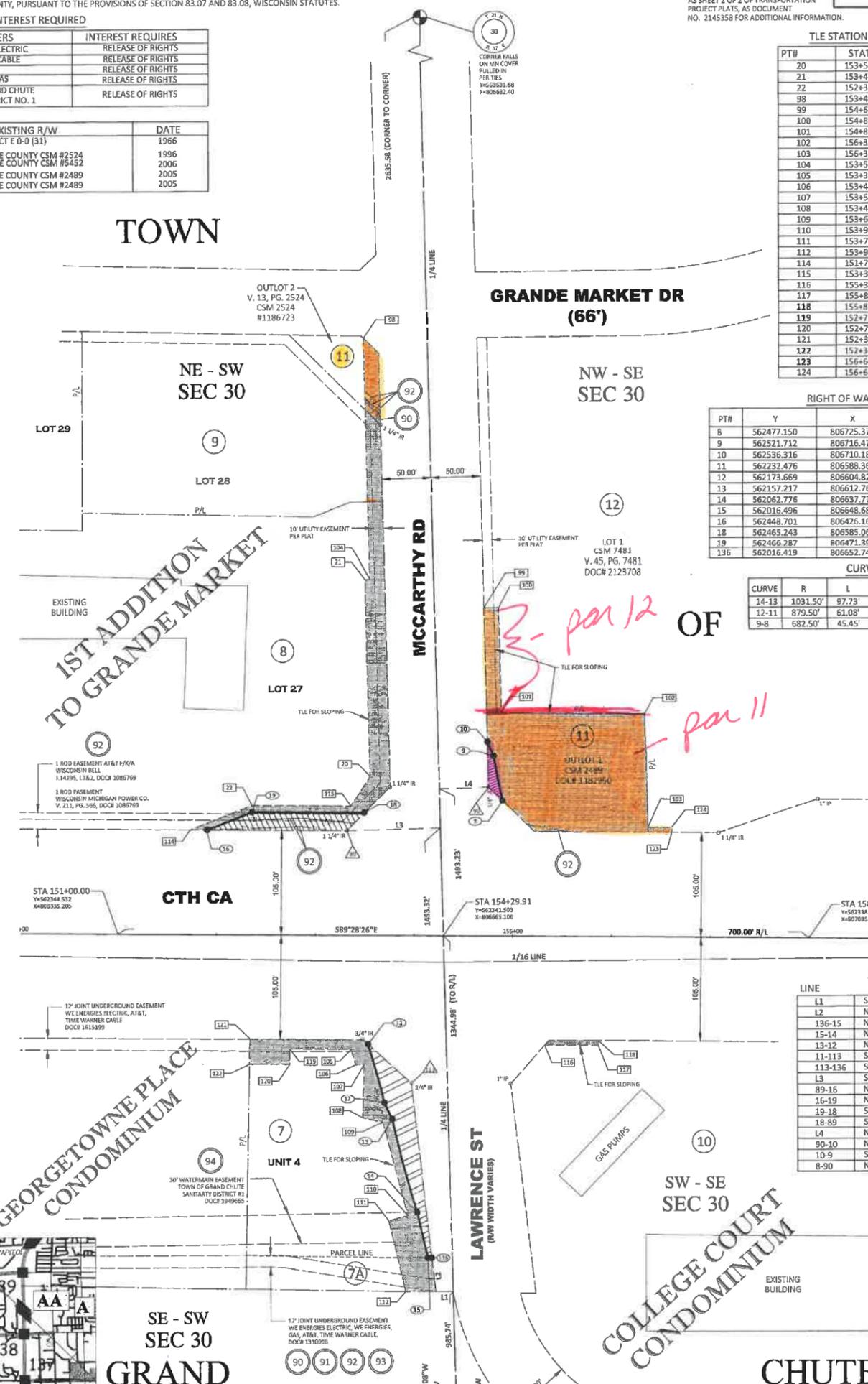
ROAD NAME	BASIS OF EXISTING R/W	DATE
CTH CA	R/W PROJECT E 0-0 (31)	1966
GRANDE MARKET DR	OUTAGAMIE COUNTY CSM #2524 OUTAGAMIE COUNTY CSM #5452	1996 2006
MCCARTHY DR	OUTAGAMIE COUNTY CSM #2489	2005
LAWRENCE ST	OUTAGAMIE COUNTY CSM #2489	2005

PT#	STATION	OFFSET
20	153+54.35	160.00'
21	153+47.44	359.88'
22	152+35.00	130.00'
98	153+44.09	601.69'
99	154+68.50	331.30'
100	154+83.49	331.81'
101	154+87.18	224.97'
102	156+32.08	224.91'
103	156+36.04	110.00'
104	153+52.44	359.93'
105	153+36.96	115.00'
106	153+41.76	130.07'
107	153+50.10	129.99'
108	153+49.38	183.27'
109	153+69.77	188.12'
110	153+95.52	281.71'
111	153+76.28	287.20'
112	153+93.87	358.91'
114	151+72.41	105.00'
115	153+35.00	130.00'
116	155+32.91	110.00'
117	155+87.32	110.00'
118	155+87.32	105.00'
119	152+75.00	115.00'
120	152+75.00	130.00'
121	152+34.56	105.00'
122	152+34.50	130.00'
123	156+60.00	105.00'
124	156+60.00	110.00'

PT#	Y	X	STA	OFFSET
8	562477.150	806725.373	154+88.93	136.20'
9	562521.712	806716.472	154+79.62	180.67'
10	562536.316	806710.183	154+73.20	195.27'
11	562232.476	806588.361	153+54.17	109.73'
12	562179.669	806604.825	153+71.18	168.38'
13	562157.217	806612.761	153+79.26	184.76'
14	562062.776	806637.778	154+05.15	278.97'
15	562016.496	806648.684	154+16.48	325.14'
16	562448.701	806425.166	151+90.00	105.00'
18	562465.243	806585.065	153+48.74	123.00'
19	562466.287	806471.393	152+35.06	123.00'
136	562016.419	806652.744	154+20.54	325.18'

CURVE	R	L	LC	LCB
14-13	1031.50'	97.73'	97.70'	N14°50'12"W
12-11	879.50'	61.08'	61.07'	N15°38'25"W
9-8	682.50'	45.45'	45.44'	S11°17'46"E

LINE	BEARING	DISTANCE
L1	S89°56'42"W	17.48'
L2	N06°40'24"W	34.29'
136-15	N88°54'49"W	4.06'
15-14	N13°15'37"W	47.55'
13-12	N25°45'08"W	18.27'
11-113	S48°10'15"E	58.62'
113-136	S06°40'24"E	178.17'
L3	S88°32'52"W	94.88'
89-16	N89°28'26"W	141.35'
16-19	N68°45'10"E	48.53'
19-18	S89°28'26"E	113.68'
18-89	S44°32'14"W	25.03'
L4	N88°32'52"E	50.00'
90-10	N01°27'08"W	45.37'
10-9	S23°17'53"E	15.90'
8-90	N45°27'46"W	19.70'



SCHEDULE OF LANDS AND INTEREST

PARCEL NO.	OWNER	INTEREST REQUIRED	AREA ACRES REQUIRED		TLE AREA
			NEW	TOTAL	
7	APPLETON VALLEY HOMES LLC	FEE TLE	0.08 AC	0.08 AC	0.12 AC
7A	APPLETON VALLEY HOMES, LLC, GEORGETOWNE PLACE CONDOMINIUM & GEORGETOWN SQUARE CONDOMINIUM	TLE	---	---	0.03 AC
8	MCCARTHY 119	FEE TLE	0.05 AC	0.05 AC	0.16 AC
9	GRANDE MARKET 5317	TLE	---	---	0.03 AC
10	PAMPERIN RENTALS III LLC	TLE	---	---	0.03 AC
11	TOWN OF GRAND CHUTE	FEE TLE	0.01 AC	0.01 AC	0.46 AC
12	APPLETON HS LLC	TLE	---	---	0.04 AC

*OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO THE COUNTY

OMNI ASSOCIATES
OMNI ASSOCIATES
ONE SYSTEMS DRIVE APPLETON, WI 54914-1654
PHONE (920) 735-6900
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I, DAVID A. YURK, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE OUTAGAMIE COUNTY, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: *David A. Yurk* DATE: 11-8-2018
 PRINT NAME: DAVID A. YURK
 REGISTRATION NUMBER: S-2638
 THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR OUTAGAMIE COUNTY
 SIGNATURE: *Dean E. Stringfellow* DATE: 11/8/18
 PRINT NAME: DEAN E. STRINGFELLOW



PLOT SCALE: 1 IN 60 FT
PLOT NAME: Dave A. Yurk
PLOT BY: Dave A. Yurk
PLOT DATE: 11/8/2018 7:31 AM
APPRAISAL PLAT DATE: FILE NAME: F:\TR\JOBS\2245A\6\CIVIL 3D\2016\RM\CTH CA AMENDMENT 1.DWG



AGENDA REQUEST
1/15/2019

TOPIC: Special assessment methodology for the 2019 Spencer Street urbanization project.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Town Board
Department Reporting: Public Works	Submitted By: Katie Schwartz, Director PW

ISSUE: Shall the Town Board approve a methodology for special assessments for street and storm sewer improvements proposed for the 2019 Spencer Street urbanization project.

BACKGROUND/ANALYSIS: This project begins at Mayflower Drive and ends at Casaloma Drive. The purpose for this project is to reconstruct and urbanize the existing roadway so it can continue to safely handle existing and future traffic volumes. The work proposed for this project will reconstruct the existing roadway to a 40-foot (face of curb to face of curb) urban roadway with storm sewer, concrete sidewalk on both the north and south sides, and street lights. Spencer Street is functionally classified as a collector roadway.

This area is primarily single-family residential with a few parcels zoned Commercial and Agricultural (see Attachment #3). Storm sewer from the west 75% of the project will drain to the east and be treated via the stormwater pond being constructed off of Misty Lane. The east 25% of the project storm sewer will run to the west to the crossing of the tributary to Mud Creek.

The street special assessment is recommended to be assessed at 66.7% for residential properties and 100% for commercial based on per foot of frontage. Storm sewer special assessments are recommended to be calculated per front foot in accordance with the policy with one rate for Single Family and Two Family zoned parcels and a second rate for all other zoning, including Agricultural (see Attachment #1). Staff recommends that any Agricultural parcel being used as a residential property be assigned a storm sewer assessment based on the residential rate. Over-build costs for the wider roadway, thicker pavement, oversized storm sewer, sidewalk, and any other items that are over and above that of a standard subdivision street have been backed out of the assessment for residentially used properties per the current Special Assessment Policy. The Town will be paying for 100% of the sidewalk costs. The schedule of special assessments based on the 2/3-1/3 ratio for residential properties has been included (Attachment No. 1) and is based on the Policy for Special Assessments. Using this schedule, the total estimated assessed cost for the street portion would be \$1,302,893.82 (39%) while the total estimated Town cost (including WisDOT funding) for the street portion would be \$2,039,752.44 (61%). The Town portion would be paid for from the WisDOT funding with the exclusion of land acquisition. In addition, the schedule assigns \$20/foot maximum for storm sewer to the residential property owners and \$40/foot maximum for storm sewer to commercial properties per the Town's current fee schedule.

The Casaloma West and Casaloma West 2nd Subdivisions have restricted access to Spencer Street for the following ten (10) parcels - 102243600, 102243700, 102245600, 102245700, 102245800, 102245900, 102246000, 102246100, 102313600, and 102316300. A copy of the subdivision plats listing those restrictions is attached for reference (see Attachment #4). Per the Town's Special Assessment Policy single and two-family residential properties that have frontages where the access is physically or legally prohibited are exempt from assessment on that frontage.

Parcel 1011128601 is zoned AGD but is being used as a residential parcel. Parcel 101127502 is a zoned AGD - it has several buildings built prior to the associated CSM which was prior to Town zoning. The State Property Valuation Class listed on the County website is Residential. The proposed schedule of assessments calls for assessing both of these parcels at the residential rate.

The WisDOT process required the Town to obtain both permanent and temporary limited easements along the majority of the project corridor, primarily for grading and shaping purposes. The property acquisition cost of \$177,350 has been included at the bottom of the street schedule and has been incorporated into the assessable project costs accordingly. This item increases the Residential assessment rate by almost 12% and the Commercial rate by almost 9%. The STP-Urban grant cannot be applied to the easement acquisition costs.

The 1st Revision of the State/Municipal Agreement under the STP-Urban program was approved by the Town Board on July 17, 2018 and includes \$2,383,562 in federal funds for the participating construction (street and storm) and associated State Review (engineering) for Spencer Street. This funding will first be applied to the over-build and the Town portion of the street project totaling \$1,994,334.15 (\$2,039,752.44-\$45,418.29/Town acquisition), potentially leaving \$389,227.85 of the STP-Urban grant to be applied to the Town portion of the storm sewer system which is \$1,327,129.10.

A schedule of special assessments based on a 50/50 ratio for residential properties has been included (Attachment No. 5) for discussion purposes. Using this schedule the total estimated assessed cost for the street portion would be \$1,030,847.17 (31%) while the total estimated Town cost for the street portion would be \$2,311,799.09 (69%). This would be a reduction of 24% to residential properties for the street portion of the assessment.

Other items to note:

- The AGD zoned parcels will not receive any agricultural land adjustment because they are not being farmed.
- The AGD zoned parcels being used as residential are proposed to be assessed as residential.
- An area-wide assessment/trip generation was not incorporated as most properties are single family residential adjoining the corridor and not mixed use or multi-family residential.
- Standard credits have been assigned for corner lots.
- All estimated costs are preliminary. There will likely be quantity changes before going to bid and the final schedule will be based on actual bid prices.

RECOMMENDATION: Staff recommends that the special assessment methodology for this project be on a "per foot of frontage" basis in accordance with the current Special Assessment Policy with a 2/3 - 1/3 ratio for residential properties for the street portion of the assessment. Storm will be on a "per foot of frontage" basis. All over-build and ped/bike facilities have been removed from the residential portion of the project costs prior to the calculation of the residential special assessments. This methodology correlates to Attachment No. 1 - Spencer schedule of special assessments (67% residential street).

FISCAL IMPACT: CIP

This project has been included in the 2019 CIP. The estimated total project cost including street and storm is \$4,827,009.16 with the Town portion being \$3,366,881.54 (69.8%) with the assessed portion being \$1,460,127.62 (30.2%). Of the Town's portion, the WisDOT funding will cover \$2,383,562.00 leaving \$983,319.54 for the Town. All properties are able to finance the assessments with the Town for up to 10 years at the current bond rate plus 2%.

ATTACHMENTS:

Attachment No. 1 - Spencer schedule of special assessments (67% residential street)

Attachment No. 2 - Resolution mapping for urbanization and storm

Attachment No. 3 - Zoning map

Attachment No. 4 - Casaloma West/Casaloma West 2nd Subdivision plats

Attachment No. 5 - Spencer schedule of special assessments (50% residential street)

**Town of Grand Chute
Spencer Street Urbanization
Mayflower Road to Casaloma Drive
McM Project No.: G0006-9-18-00505
Schedule of Assessments
For Discussion Purposes Only**

Project Cost (based on estimates):

Storm Sewer:

Item Number	Description	Unit	Estimated Quantity	Unit Price	Amount	R-1 & R-2 Zoning Assessable Amount	Other Zoning Assessable Amount
465.0315	Asphaltic Flumes	SY	50.00	\$61.20	\$3,060.00	\$1,224.00	\$1,530.00
504.0900	Concrete Masonry Endwalls	CY	20.00	\$963.54	\$19,270.80	\$7,708.32	\$9,635.40
520.8000	Concrete Collars for Pipe	EACH	2.00	\$600.00	\$1,200.00	\$480.00	\$600.00
608.0005	Storm Sewer Rock Excavation	CY	750.00	\$125.00	\$93,750.00	\$37,500.00	\$46,875.00
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	250.00	\$55.45	\$13,862.50	\$5,545.00	\$9,750.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	601.00	\$45.75	\$27,495.75	\$13,330.18	\$23,439.00
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	789.00	\$50.00	\$39,450.00	\$17,500.02	\$30,771.00
608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	LF	154.00	\$57.36	\$8,833.44	\$3,415.72	\$6,006.00
608.0424	Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	LF	2,792.00	\$70.00	\$195,440.00	\$61,926.56	\$108,888.00
608.0430	Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	LF	897.00	\$78.00	\$69,966.00	\$19,895.46	\$34,983.00
608.0436	Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	LF	980.00	\$101.39	\$99,362.20	\$21,736.40	\$38,220.00
608.2419	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	LF	32.00	\$106.44	\$3,406.08	\$709.76	\$1,248.00
608.2434	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	LF	294.00	\$175.00	\$51,450.00	\$6,520.92	\$11,466.00
611.0420	Reconstructing Manholes	EACH	1.00	\$990.65	\$990.65	\$0.00	\$0.00
611.0530	Manhole Covers Type J	EACH	39.00	\$325.00	\$12,675.00	\$5,070.00	\$6,337.50
611.0612	Inlet Covers Type C	EACH	22.00	\$375.00	\$8,250.00	\$3,300.00	\$4,125.00
611.0639	Inlet Covers Type H-S	EACH	2.00	\$520.00	\$1,040.00	\$416.00	\$520.00
611.0666	Inlet Covers Type Z	EACH	34.00	\$500.00	\$17,000.00	\$6,800.00	\$8,500.00
611.2004	Manholes 4-Ft Diameter	EACH	14.00	\$1,800.00	\$25,200.00	\$10,080.00	\$22,400.00
611.2005	Manholes 5-Ft Diameter	EACH	14.00	\$2,768.26	\$38,755.64	\$10,080.00	\$22,400.00
611.2006	Manholes 6-Ft Diameter	EACH	6.00	\$3,200.00	\$19,200.00	\$4,320.00	\$9,600.00
611.2008	Manholes 8-Ft Diameter	EACH	4.00	\$5,500.00	\$22,000.00	\$2,880.00	\$6,400.00
611.3003	Inlets 3-Ft Diameter	EACH	55.00	\$825.00	\$45,375.00	\$18,150.00	\$22,687.50
611.3230	Inlets 2x3-Ft	EACH	2.00	\$1,387.31	\$2,774.62	\$1,109.85	\$1,387.31
612.0406	Pipe Underdrain Wrapped 6-Inch	LF	2,300.00	\$5.50	\$12,650.00	\$5,060.00	\$6,325.00
628.7005	Inlet Protection Type A	EACH	44.00	\$96.01	\$4,224.44	\$1,689.78	\$2,112.22
628.7010	Inlet Protection Type B	EACH	4.00	\$49.30	\$197.20	\$78.88	\$98.60
628.7015	Inlet Protection Type C	EACH	23.00	\$56.73	\$1,304.79	\$521.92	\$652.40
628.7020	Inlet Protection Type D	EACH	13.00	\$115.52	\$1,501.76	\$600.70	\$750.88
628.7555	Culvert Pipe Checks	EACH	37.00	\$13.11	\$485.07	\$194.03	\$242.54
650.4000	Construction Staking Storm Sewer	EACH	97.00	\$33.37	\$3,236.89	\$1,294.76	\$1,618.45
650.6000	Construction Staking Pipe Culverts	EACH	2.00	\$128.76	\$257.52	\$103.01	\$128.76
SPV.0060	Special 01, Manholes 8 Ft x 8 Ft	EACH	2.00	\$10,500.00	\$21,000.00	\$1,440.00	\$3,200.00
SPV.0060	Special 04, Storm Sewer Lateral Cleanout	EACH	61.00	\$325.00	\$19,825.00	\$7,930.00	\$9,912.50
SPV.0060	Special 09, Concrete Pipe Supports	EACH	2.00	\$500.00	\$1,000.00	\$400.00	\$500.00
SPV.0060	Special 11, Concrete Collars for Pipe - Special	EACH	2.00	\$1,000.00	\$2,000.00	\$0.00	\$0.00
SPV.0090	Special 01, Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x 6	LF	373.00	\$215.00	\$80,195.00	\$8,273.14	\$14,547.00
SPV.0090	Special 05, Culvert Pipe Corrugated Steel 87 x 63-Inch	LF	180.00	\$350.00	\$63,000.00	\$0.00	\$0.00
SPV.0090	Special 02, Storm Sewer Lateral, 4-Inch	LF	1,860.00	\$28.00	\$52,080.00	\$20,832.00	\$26,040.00
SPV.0090	Special 03, Storm Sewer Laterals, 6-Inch	LF	78.00	\$60.00	\$4,680.00	\$873.60	\$2,340.00
				Subtotal:	\$1,087,445.35	\$308,990.00	\$496,237.05
				Engineering:	\$163,116.80	\$46,348.50	\$74,435.56

Contingencies (15%):	\$163,116.80	\$46,348.50	\$74,435.56
Subtotal:	\$1,413,678.96	\$401,686.99	\$645,108.16
Administration (5%):	\$70,683.95	\$20,084.35	\$32,255.41
Total Storm Sewer Cost:	\$1,484,362.90	\$421,771.34	\$677,363.57

Street:

Item Number	Description	Unit	Estimated Quantity	Unit Price	Amount	R-1,R-2 & AGD Zoning Assessable Amount	Other Zoning Assessable Amount
201.0105	Clearing	STA	33.00	\$425.00	\$14,025.00	\$9,350.00	\$14,025.00
201.0120	Clearing	ID	250.00	\$17.58	\$4,395.00	\$2,930.00	\$4,395.00
201.0205	Grubbing	STA	33.00	\$533.70	\$17,612.10	\$11,741.40	\$17,612.10
201.0220	Grubbing	ID	250.00	\$9.34	\$2,335.00	\$1,556.67	\$2,335.00
203.0100	Removing Small Pipe Culverts	EACH	52.00	\$300.00	\$15,600.00	\$10,400.00	\$15,600.00
203.0200	Removing Old Structure (Station) 01, Sta. 158+00	LS	1.00	\$5,500.00	\$5,500.00	\$3,666.67	\$5,500.00
204.0100	Removing Pavement	SY	142.00	\$7.79	\$1,106.18	\$737.45	\$1,106.18
204.0150	Removing Curb & Gutter	LF	607.00	\$5.26	\$3,192.82	\$2,128.55	\$3,192.82
204.0170	Removing Fence	LF	100.00	\$5.25	\$525.00	\$350.00	\$525.00
204.0215	Removing Catch Basins	EACH	2.00	\$259.14	\$518.28	\$345.52	\$518.28
204.0245	Removing Storm Sewer (size) 01, 12-Inch or Less	LF	161.00	\$22.50	\$3,622.50	\$2,415.00	\$3,622.50
204.0245	Removing Storm Sewer (size) 01, 24-Inch or Less	LF	12.00	\$25.50	\$306.00	\$204.00	\$306.00
204.0280	Sealing Pipes	EACH	1.00	\$430.93	\$430.93	\$287.29	\$430.93
205.0100	Excavation Common	CY	43,740.00	\$8.50	\$371,790.00	\$133,293.60	\$371,790.00
213.0100	Finishing Roadway	EACH	1.00	\$2,000.00	\$2,000.00	\$717.04	\$2,000.00
305.0110	Base Aggregate Dense 3/4-Inch	TON	20.00	\$25.00	\$500.00	\$0.00	\$500.00
305.0120	Base Aggregate Dense 1-1/4-Inch	TON	11,890.00	\$10.75	\$127,817.50	\$62,488.56	\$127,817.50
305.0130	Base Aggregate Dense 3-Inch	TON	30,145.00	\$10.50	\$316,522.50	\$84,406.00	\$316,522.50
416.0160	Concrete Driveway 6-Inch	SY	1,244.00	\$45.00	\$55,980.00	\$37,320.00	\$55,980.00
416.0170	Concrete Driveway 7-Inch	SY	21.00	\$50.80	\$1,066.80	\$711.20	\$1,066.80
455.0605	Tack Coat	GAL	1,700.00	\$3.03	\$5,151.00	\$2,670.89	\$5,151.00
460.2000	Incentive Density HMA Pavement	DOL	4,380.00	\$1.00	\$4,380.00	\$2,271.11	\$4,380.00
460.5223	HMA Pavement 3 LT 58-28 S	TON	3,800.00	\$61.78	\$234,764.00	\$86,949.63	\$234,764.00
460.5224	HMA Pavement 4 LT 58-28 S	TON	3,035.00	\$68.59	\$208,170.65	\$107,940.34	\$208,170.65
465.0120	Asphaltic Surface Driveways and Field Entrances	TON	85.00	\$146.76	\$12,474.60	\$8,316.40	\$12,474.60
601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	10,818.00	\$12.00	\$129,816.00	\$86,544.00	\$129,816.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	310.00	\$23.91	\$7,412.10	\$4,941.40	\$7,412.10
602.0405	Concrete Sidewalk 4-Inch	SF	44,057.00	\$3.73	\$164,332.61	\$0.00	\$0.00
602.0415	Concrete Sidewalk 6-Inch	SF	691.00	\$5.71	\$3,945.61	\$0.00	\$0.00
602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	310.00	\$29.37	\$9,104.70	\$0.00	\$0.00
611.8110	Adjusting Manhole Covers	EACH	1.00	\$381.17	\$381.17	\$0.00	\$0.00
611.0100	Maintenance and Repair of Haul Roads (project) 01, 4657-25-01	EACH	1.00	\$200.00	\$200.00	\$133.33	\$200.00
619.1000	Mobilization	EACH	1.00	\$142,500.00	\$142,500.00	\$95,000.00	\$142,500.00
621.0100	Landmark Reference Monuments	EACH	5.00	\$208.15	\$1,040.75	\$693.83	\$1,040.75
624.0100	Water	MGAL	21.00	\$30.48	\$640.08	\$426.72	\$640.08
625.0100	Topsoil	SY	19,160.00	\$3.00	\$57,480.00	\$38,320.00	\$57,480.00
627.0200	Mulching	SY	20,500.00	\$0.21	\$4,305.00	\$2,870.00	\$4,305.00
628.1504	Silt Fence	LF	1,750.00	\$2.08	\$3,640.00	\$2,426.67	\$3,640.00
628.1520	Silt Fence Maintenance	LF	1,750.00	\$0.08	\$140.00	\$93.33	\$140.00
628.1905	Mobilization Erosion Control	EACH	6.00	\$273.06	\$1,638.36	\$1,092.24	\$1,638.36
628.1910	Mobilization Emergency Erosion Control	EACH	6.00	\$59.34	\$356.04	\$237.36	\$356.04
628.2006	Erosion Mat Urban Class I Type A	SY	12,627.00	\$1.70	\$21,465.90	\$14,310.60	\$21,465.90
628.2008	Erosion Mat Urban Class I Type B	SY	6,540.00	\$1.68	\$10,987.20	\$7,324.80	\$10,987.20
628.7504	Temporary Ditch Checks	LF	100.00	\$12.38	\$1,238.00	\$825.33	\$1,238.00
628.7560	Tracking Pads	EACH	4.00	\$771.18	\$3,084.72	\$2,056.48	\$3,084.72
628.7570	Rock Bags	EACH	50.00	\$11.99	\$599.50	\$399.67	\$599.50
629.0210	Fertilizer Type B	CWT	25.00	\$57.50	\$1,437.50	\$958.33	\$1,437.50

620.0140	Seeding Mixture No. 40	LB	240.00	\$6.99	\$1,677.60	\$1,118.40	\$1,677.60
630.0200	Seeding Temporary	LB	150.00	\$4.42	\$663.00	\$442.00	\$663.00
630.0300	Seeding Borrow Pit	LB	270.00	\$6.75	\$1,822.50	\$1,215.00	\$1,822.50
637.2210	Signs Type II Reflective H	SF	250.25	\$17.11	\$4,281.78	\$2,854.52	\$4,281.78
638.2602	Removing Signs Type II	EACH	32.00	\$23.32	\$746.24	\$497.49	\$746.24
638.3000	Removing Small Sign Supports	EACH	20.00	\$25.94	\$518.80	\$345.87	\$518.80
643.0300	Traffic Control Drums	DAY	23,250.00	\$0.45	\$10,462.50	\$6,975.00	\$10,462.50
643.0420	Traffic Control Barricades Type III	DAY	8,990.00	\$0.57	\$5,124.30	\$3,416.20	\$5,124.30
643.0705	Traffic Control Warning Lights Type A	DAY	11,740.00	\$0.28	\$3,287.20	\$2,191.47	\$3,287.20
643.0715	Traffic Control Warning Lights Type C	DAY	3,875.00	\$0.23	\$891.25	\$594.17	\$891.25
643.0900	Traffic Control Signs	DAY	7,750.00	\$0.69	\$5,347.50	\$3,565.00	\$5,347.50
643.5000	Traffic Control	EACH	1.00	\$3,000.00	\$3,000.00	\$2,000.00	\$3,000.00
645.0135	Geotextile Type SR	SY	8,600.00	\$2.25	\$19,350.00	\$9,460.00	\$19,350.00
646.1020	Marking Line Epoxy 4-Inch	LF	24,600.00	\$0.85	\$20,910.00	\$13,940.00	\$20,910.00
646.3020	Marking Line Epoxy 8-Inch	LF	75.00	\$1.25	\$93.75	\$0.00	\$93.75
646.5020	Marking Arrow Epoxy	EACH	6.00	\$224.34	\$1,346.04	\$0.00	\$1,346.04
646.5120	Marking Word Epoxy	EACH	7.00	\$258.84	\$1,811.88	\$0.00	\$1,811.88
646.5220	Marking Symbol Epoxy	EACH	36.00	\$126.58	\$4,556.88	\$0.00	\$4,556.88
646.6020	Marking Stop Line Epoxy 12-Inch	LF	142.00	\$7.98	\$1,133.16	\$755.44	\$1,133.16
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	1,001.00	\$7.48	\$7,487.48	\$4,991.65	\$7,487.48
646.8120	Marking Curb Epoxy	LF	390.00	\$6.45	\$2,515.50	\$1,677.00	\$2,515.50
650.4500	Construction Staking Subgrade	LF	6,257.00	\$0.14	\$875.98	\$583.99	\$875.98
650.5000	Construction Staking Base	LF	6,257.00	\$0.65	\$4,067.05	\$2,711.37	\$4,067.05
650.5500	Construction Staking Curb, Gutter and Curb & Gutter	LF	11,128.00	\$0.55	\$6,120.40	\$4,080.27	\$6,120.40
650.9910	Construction Staking Supplemental Control (project) 01, 4657-25-01	LS	1.00	\$500.00	\$500.00	\$333.33	\$500.00
650.9920	Construction Staking Slope Stakes	LF	6,257.00	\$0.75	\$4,692.75	\$3,128.50	\$4,692.75
690.0150	Sawing Asphalt	LF	767.00	\$1.74	\$1,334.58	\$889.72	\$1,334.58
690.0250	Sawing Concrete	LF	242.00	\$2.14	\$517.88	\$345.25	\$517.88
740.0440	Incentive IRI Ride	DOL	4,083.00	\$1.00	\$4,083.00	\$2,722.00	\$4,083.00
ASP.1T0A	On-the Job Training Apprentice at \$5.00/HR	HRS	2,000.00	\$5.00	\$10,000.00	\$6,666.67	\$10,000.00
ASP.1T0G	On-the Job Training Graduate at \$5.00/HR	HRS	1,320.00	\$5.00	\$6,600.00	\$4,400.00	\$6,600.00
SPV.0060	Special 02, Adjusting Water Valve Boxes	EACH	23.00	\$175.00	\$4,025.00	\$0.00	\$0.00
SPV.0060	Special 03, Adjusting Curb Stop Boxes	EACH	55.00	\$95.00	\$5,225.00	\$0.00	\$0.00
SPV.0060	Special 10, Sanitary Manhole Reconstructs	EACH	15.00	\$1,250.00	\$18,750.00	\$0.00	\$0.00
SPV.0060	Special 05, Posts Steel 2-3/8-Inch 10-Ft	EACH	40.00	\$200.00	\$8,000.00	\$5,333.33	\$8,000.00
SPV.0075	Special 01, Street Sweeping	HRS	100.00	\$125.00	\$12,500.00	\$8,333.33	\$12,500.00
SPV.0090	Special 10, Salvage and Reset Fence	LF	40.00	\$75.00	\$3,000.00	\$2,000.00	\$3,000.00
SPV.0090	Special 11, Salvage and Reset Landscape Timbers	LF	40.00	\$10.00	\$400.00	\$266.67	\$400.00
SPV.0120	Special 01. Water for Seeded Areas	MGAL	21.00	\$100.00	\$2,100.00	\$1,400.00	\$2,100.00
SPV.0150	Special 01, Temporary Mailbox Accommodations	LS	1.00	\$2,500.00	\$2,500.00	\$1,666.67	\$2,500.00
SPV.0165	Special 02. Salvage and Reset Driveway Paver Bricks	SF	145.00	\$25.00	\$3,625.00	\$2,416.67	\$3,625.00
	Street Lights	LS	1.00	\$100,000.00	\$100,000.00	\$66,666.67	\$100,000.00
	Property Acquisition	LS	1.00	\$177,350.00	\$177,350.00	\$118,233.33	\$177,350.00
	Subtotal:				\$2,448,825.10	\$1,120,068.36	\$2,243,061.01
	Engineering:				\$367,323.76	\$168,010.25	\$336,459.15
	Contingencies (15%):				\$367,323.76	\$168,010.25	\$336,459.15
	Subtotal:				\$3,183,472.63	\$1,456,088.87	\$2,915,979.31
	Administration (5%):				\$159,173.63	\$72,804.44	\$145,798.97
	Total Street Cost:				\$3,342,646.26	\$1,528,893.32	\$3,061,778.28

Setting Assessment Rates:

Storm Sewer:

R-1 & R-2 maximum rate:	\$20.00 per LF
Assessable Project Cost:	\$421,771.34

Allocated Assessable Cost:	\$390,468.08
Assessable Frontage:	6775.35 feet
Assessment Rate:	\$57.63 per LF
Other zoning maximum rate:	\$40.00 per LF
Assessable Project Cost:	\$677,363.57
Allocated Assessable Cost:	\$50,272.95
Assessable Frontage:	543.17 feet
Assessment Rate:	\$92.55 per LF

Street:

R-1, R-2, & AGD Assessments:

R-1, R-2, & AGD assessable cost:	\$1,528,893.32
Allocated Assessable Cost:	\$1,434,222.73
Frontage to Base Assessments on per Ordinance:	8844.33 feet
Assessment Rate:	\$162.16 per LF

Other Zoning Assessments:

Other Zoning Assessable Project Cost:	\$3,061,778.28
Allocated Assessable Cost:	\$189,588.34
Assessable Frontage:	453.17 feet
Assessment Rate:	\$418.36 per LF

Schedule of Assessments:

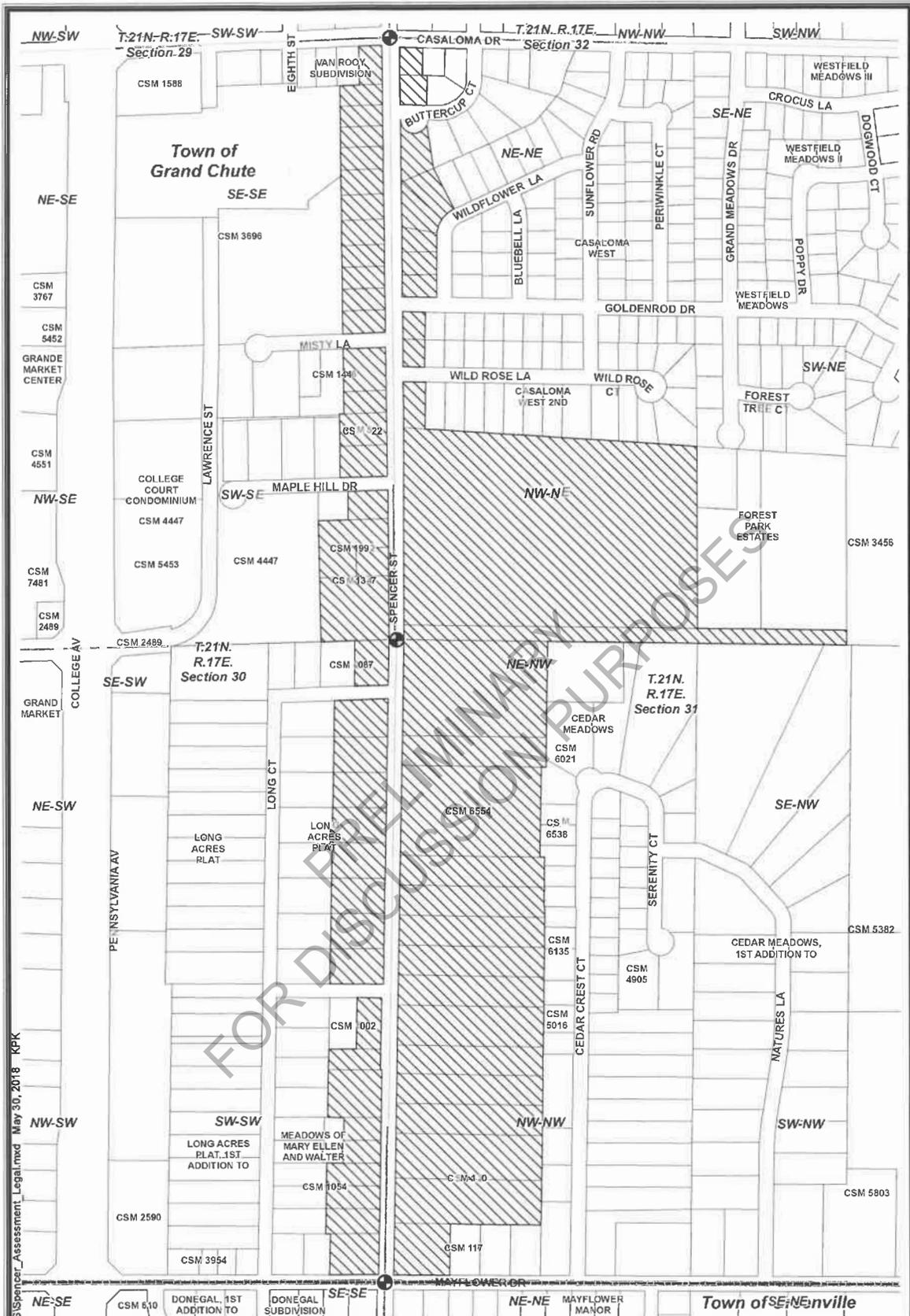
Property Owner	Property Address	Parcel Number	Zoning	Total Spencer Street Frontage	R-1 & R-2 Zoning Storm Sewer Assessable Frontage	Other Zoning Storm Sewer Assessable Frontage	Storm Sewer Assessment	R-1,R-2 & AGD Zoning Street Assessable Frontage	Other Zoning Street Assessable Frontage	Street Assessment	Total Assessment
Patrick J. Jacobs	5750 W Spencer St	101126301	RSF	180.00	90.00	0.00	\$1,800.00	90.00	0.00	\$14,594.67	\$16,394.67
Kurt Davidson	5630 W Spencer St	101126401	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$14,594.67	\$16,394.67
Chong Vang	219 S. Long Court	101126402	RSF	222.00	111.00	0.00	\$2,220.00	111.00	0.00	\$18,000.09	\$20,220.09
Robert J. McGlone (LE)	5700 W. Spencer Street	101126500	RSF	209.00	209.00	0.00	\$4,180.00	209.00	0.00	\$33,892.06	\$38,072.06
Roxanne M. Reeves	5216 Long Ct	101127201	RSF	198.00	99.00	0.00	\$1,980.00	99.00	0.00	\$16,054.13	\$18,034.13
AMS Commercial LLC	5000 W. Spencer Street	101127502	AGD	141.00	141.00	0.00	\$2,820.00	141.00	0.00	\$22,864.98	\$25,684.98
Sarah L. Bryner	5204 W Spencer St	101127503	RSF	280.00	280.00	0.00	\$5,600.00	280.00	0.00	\$45,405.63	\$51,005.63
Patti S. Stenson	5130 W Spencer St	101127504	RSF	125.00	125.00	0.00	\$2,500.00	125.00	0.00	\$20,270.37	\$22,770.37
Purple Lion Investment LLC	5124 W. Spencer Street	101127506	RSF	125.98	125.98	0.00	\$2,519.60	125.98	0.00	\$20,429.29	\$22,948.89
Carl J. Vangrinsven	4960 W Spencer St	101127603	RSF	96.22	96.22	0.00	\$1,924.40	96.22	0.00	\$15,603.32	\$17,527.72
Lighthouse Senior Properties LLC	333 S. Misty Lane	101127604	RSF	192.44	96.22	0.00	\$1,924.40	96.22	0.00	\$15,603.32	\$17,527.72
Sarah L. Dorn	5040 W Spencer St	101127700	RSF	133.00	66.50	0.00	\$1,330.00	66.50	0.00	\$10,783.84	\$12,113.84
Alan M. Crawford	5116 W Spencer St	101127800	RSF	125.00	62.50	0.00	\$1,250.00	62.50	0.00	\$10,135.18	\$11,385.18
Keith Hueffner	5115 W Spencer St	101128601	AGD	864.25	160.71	0.00	\$3,214.20	160.71	0.00	\$26,061.21	\$29,275.41
Town of Grand Chute	5100 W. Aster Lane	101128900	AGD	66.02	0.00	90.00	\$3,600.00	90.00	0.00	\$14,594.67	\$18,194.67
Eric J. Lindberg	5211 W Spencer St	101129100	RSF	419.00	419.00	0.00	\$8,380.00	419.00	0.00	\$67,946.28	\$76,326.28
Holly M. Galassi	5411 W Spencer St	101129200	RSF	393.00	393.00	0.00	\$7,860.00	393.00	0.00	\$63,730.04	\$71,590.04
Judd W. Brickler	5515 W Spencer St	101129300	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
Susan R. Steffen	5439 W Spencer St	101129400	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
David J. Steffens	5331 W Spencer St	101129500	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
Matthew R. Emerich	5523 W Spencer St	101129600	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
James R. Long	5735 W Spencer St	101130200	CL	196.50	0.00	196.50	\$7,860.00	0.00	196.50	\$82,207.80	\$90,067.80
Steven F. Mielke	5645 W Spencer St	101130202	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
Les/Junice E. Hannemann RV TRT	5649 W Spencer St	101130203	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
David F. Chauvette	5725 W Spencer St	101130205	RSF	196.50	196.50	0.00	\$3,930.00	196.50	0.00	\$31,865.02	\$35,795.02

Byrdene M.	Young	5745 W Spencer St	101130208	RSF	260.28	130.14	0.00	\$2,602.80	130.14	0.00	\$21,103.89	\$23,706.69
Mark R.	Ziemer	W. Spencer Street	101130209	RSF	125.00	125.00	0.00	\$2,500.00	125.00	0.00	\$20,270.37	\$22,770.37
Christopher W.	Kuehl	5537 W. Spencer Street	101130300	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
Matthew J.	Hammen	5601 W Spencer St	101130400	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$21,243.35	\$23,863.35
Anne C.	Ramsey	5615 W Spencer St	101130500	RSF	175.00	175.00	0.00	\$3,500.00	175.00	0.00	\$28,378.52	\$31,878.52
Elvin A.	Johnson	5219 Long Ct	102093400	RSF	166.82	83.41	0.00	\$1,668.20	83.41	0.00	\$13,526.01	\$15,194.21
Thomas M./Lynn	Rehfeldt LV TRT	5320 W Spencer St	102093500	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Thomas R.	Ise	5330 W Spencer St	102093700	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Craig W.	Bethke	5400 W Spencer St	102093900	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Kevin	Kraemer	5408 W Spencer St	102094000	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Carl W./Joann	Fischer LV TRT	5430 W Spencer St	102094200	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Anton Family	IRREV TRT	5510 W Spencer St	102094300	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$25,054.18	\$28,144.18
Walter	Campbell	222 S Long Ct	102094500	RSF	154.50	77.25	0.00	\$1,545.00	77.25	0.00	\$12,527.09	\$14,072.09
Accurate Building Rentals		335 S. Casaloma Drive	102097600	RSF	170.00	85.00	0.00	\$1,700.00	85.00	0.00	\$13,783.85	\$15,483.85
Karen A.	Werner	4706 W Spencer St	102097700	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$14,594.67	\$16,394.67
Richard	Longworth	4718 W Spencer St	102097800	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$14,594.67	\$16,394.67
Ring Marital Trust		4740 W Spencer St	102097900	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$14,594.67	\$16,394.67
Ring Marital Trust		4740 W Spencer St	102098000	RSF	99.00	99.00	0.00	\$1,980.00	99.00	0.00	\$16,054.13	\$18,034.13
Ring Marital Trust		4740 W Spencer St	102098100	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$17,837.93	\$20,037.93
Grand Chute Sanitary District #2		1900 Grand Chute Bl	102098200	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$17,837.93	\$20,037.93
Michael R.	Sauter	4816 W Spencer St	102098300	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$17,837.93	\$20,037.93
Michael R.	Sauter	4826 W Spencer St	102098400	RSF	95.00	95.00	0.00	\$1,900.00	95.00	0.00	\$15,405.48	\$17,305.48
Calnin & Goss Inc.		W. Spencer Street	102098500	CL	95.00	0.00	95.00	\$3,800.00	0.00	95.00	\$39,744.23	\$43,544.23
Calnin & Goss Inc.		W. Spencer Street	102098600	CL	95.00	0.00	95.00	\$3,800.00	0.00	95.00	\$39,744.23	\$43,544.23
Calnin & Goss Inc.		W. Spencer Street	102098700	CL	100.00	0.00	66.67	\$2,666.80	0.00	66.67	\$27,892.08	\$30,558.88
Schroeder Carpentry Inc.		5742 W. Spencer Street	102126311	RSF	108.92	108.92	0.00	\$2,178.40	108.92	0.00	\$17,662.79	\$19,841.19
Wexford Ltd		5734 W Spencer St	102126312	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$16,216.30	\$18,216.30
Wexford Ltd		5728 W Spencer St	102126313	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$16,216.30	\$18,216.30
Wexford Ltd		5720 W Spencer St	102126314	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$16,216.30	\$18,216.30
Wexford Ltd		5710 W Spencer St	102126315	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$16,216.30	\$18,216.30
Nanette P.	Wycoco	431 S Casaloma Dr	102243200	RSF	120.00	60.00	0.00	\$1,200.00	60.00	0.00	\$9,729.78	\$10,929.78
Jane M.	Vanderloop	4708 Buttercup Ct	102243600	RSF	130.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
James	Lasalle	4715 Buttercup Ct	102243700	RSF	274.73	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Robert G.	Ness	4812 W Wildflower La	102245600	RSF	0.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
John L.	Benotch	4814 W Wildflower La	102245700	RSF	195.10	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Lester R.	Jaeger	4816 W Wildflower La	102245800	RSF	109.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Karl H.	Schramper	4818 W Wildflower La	102245900	RSF	100.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Tim M.	Martin	602 S Goldenrod Dr	102246000	RSF	95.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Andrew R.	Ryan	601 S Goldenrod Dr	102246100	RSF	120.02	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Kyle J.	Hofacker	600 S Wild Rose La	102313600	RSF	120.06	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Jerry	Schimmelpfenning	601 S Wild Rose La	102316300	RSF	199.74	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
					10336.08	6775.35	543.17	\$157,233.80	6865.35	453.17	\$1,302,893.82	\$1,460,127.62

Worksheet: Schedule of Assessments

Location: w:\PROJECTS\G0006\91800505\MSEExcel

Date: January 7, 2019



W:\PROJECTS\16000505\CADD\GIS\Spencer_Assessment_Legal.mxd May 30, 2018 KPK
 W:\PROJECTS\16000505\CADD\GIS\Spencer_Assessment_Legal.mxd May 30, 2018 KPK

Mapped Features

-  Municipal Boundary
-  Parcel Line
-  Quarter Section Line
-  PLSS Corner
-  Assessment Area



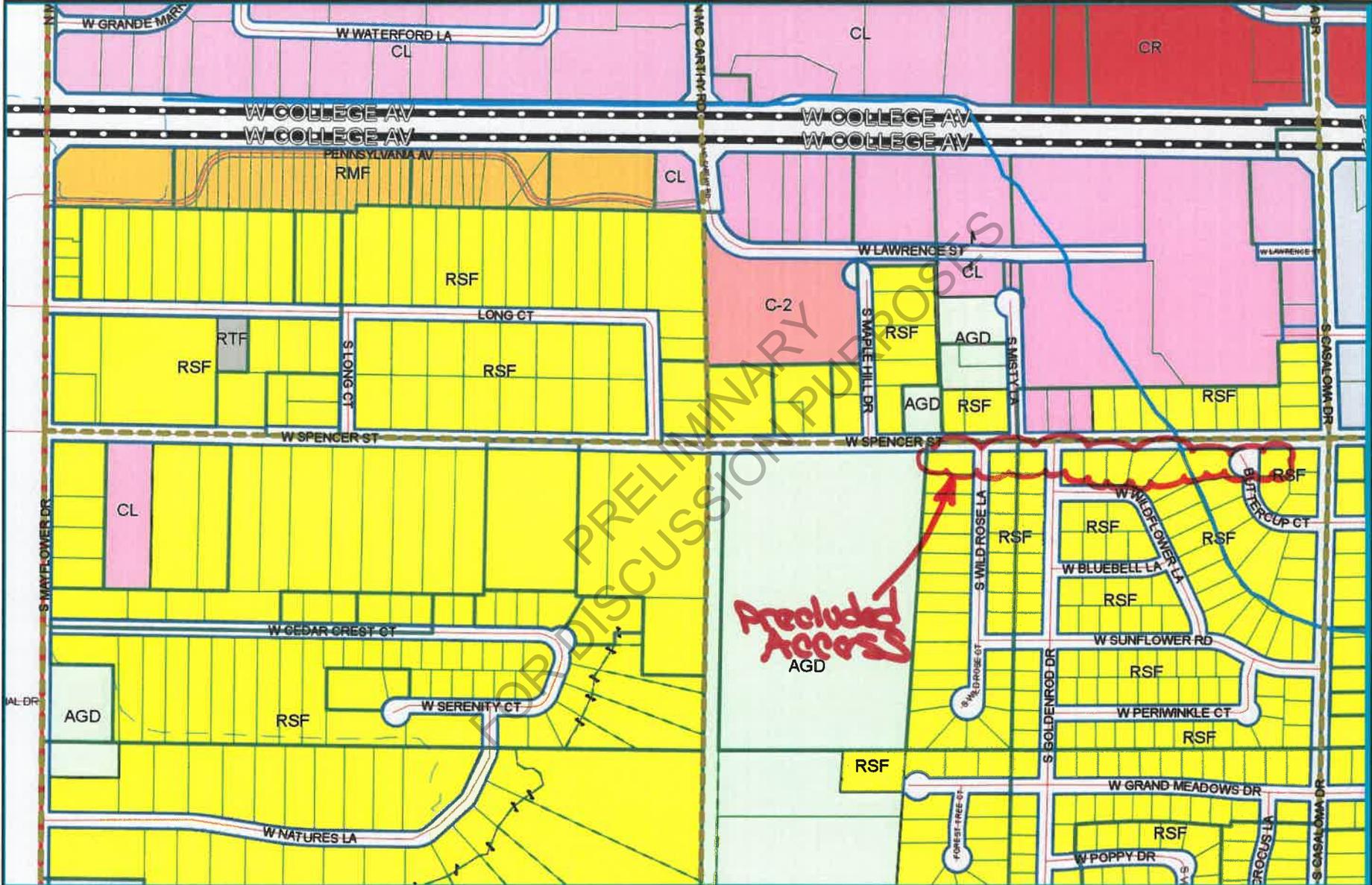
0 500
Feet

Source: Outagamie County, 2016.
 Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

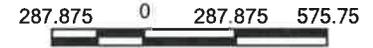


**FIGURE 1
 SPENCER STREET ASSESSMENTS
 TOWN OF GRAND CHUTE
 OUTAGAMIE COUNTY, WISCONSIN**

Grand Chute GIS Map



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys





CASALOMA WEST

A SUBDIVISION LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 31, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN

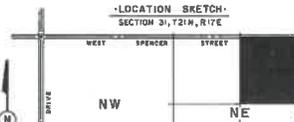


NORTH IS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 31, T21N, R17E, WHICH IS ASSUMED TO BEAR N03°29'14" W.

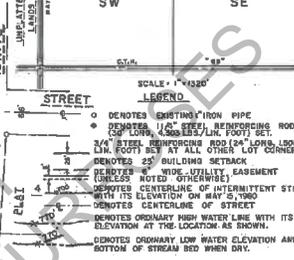
NOTES: L1AS OWNERS ME HEREBY RESTRICT LOTS 3, 5, 6, 11, 14, 27, 28, 29, 30 & 37 IN THAT NO OWNER, POSSESSOR, USER, NOR ANY OTHER PERSON SHALL HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS OR EGRESS WITH WEST SPENCER STREET AND/OR CASALOMA DRIVE AS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE: I DALE D. RICE, STATE OF WISCONSIN REGISTERED LAND SURVEYOR NO. S-970 DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE PLAT OF CASALOMA WEST BEING LOCATED IN THE NE 1/4 OF SECTION 31, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S05°32'00"W 1321.57 FEET; THENCE N89°06'40"W 1309.00 FEET; THENCE N03°19'00"E 1512.21 FEET; THENCE S89°30'10"W ALONG THE NORTH LINE OF THE SAID SECTION 31, A DISTANCE OF 1316.15 FEET TO THE POINT OF BEGINNING. I DO FURTHER CERTIFY THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE, THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE ORDER AND UNDER THE DIRECTION OF THE OWNERS OF SAID LAND, THAT I HAVE FULLY COMPLIED WITH CHAPTER 235 OF THE WISCONSIN STATUTES OR THE PROVISIONS THEREOF AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY. IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DALE D. RICE, S-970
DATED 5-27-80
REVISED THIS 30th DAY OF JUNE, 1980



CHORD	LOT	RADIUS	CHORD BEARING	CHORD LENGTH	ARC ANGLE	ARC LENGTH	TANGENT BEARING
1-2	ALL	55.00'	N89°42'30"E	109.11'	198°37'00"	186.82'	N74°59'10"W
3	ALL	55.00'	S07°41'30"E	55.00'	60°00'00"	60.79'	N74°59'10"W
4	ALL	55.00'	N77°30'00"W	55.00'	60°00'00"	60.79'	N74°59'10"W
5	ALL	55.00'	N77°30'00"W	55.00'	60°00'00"	60.79'	N74°59'10"W
6	ALL	197.00'	N10°35'00"E	28.72'	144°06'00"	28.79'	N03°32'00"E
7-8	ALL	183.00'	N12°51'30"E	59.79'	184°17'00"	59.99'	N03°32'00"E
9-10	ALL	238.94'	N62°06'00"W	33.20'	07°58'00"	33.22'	N86°28'00"W
11	ALL	238.94'	N70°15'00"W	84.56'	20°23'00"	85.01'	N86°28'00"W
12	ALL	304.94'	N73°15'20"W	118.75'	22°27'20"	119.51'	N86°28'00"W
13	ALL	233.00'	N73°05'50"W	120.59'	29°59'40"	121.98'	N86°28'00"W
14	ALL	233.00'	N69°01'50"W	56.84'	14°11'00"	57.97'	N86°28'00"W
15	ALL	233.00'	N80°07'20"W	64.77'	15°58'10"	64.98'	N86°28'00"W
16	ALL	167.00'	N73°06'50"W	86.43'	29°59'40"	87.62'	N86°28'00"W
17	ALL	167.00'	N68°51'10"W	59.79'	7°22'20"	59.97'	N86°28'00"W
18	ALL	167.00'	N81°51'30"W	36.38'	12°30'20"	36.51'	N86°28'00"W
19	ALL	225.00'	N10°38'50"W	109.83'	29°04'20"	110.71'	N01°53'20"E
20	ALL	225.00'	N08°18'10"W	89.53'	20°23'00"	90.01'	N01°53'20"E
21	ALL	225.00'	N20°50'20"W	20.70'	04°14'20"	20.70'	N01°53'20"E
22	ALL	187.00'	N10°38'50"W	81.18'	29°04'20"	81.83'	N01°53'20"E
23	ALL	217.30'	S75°21'10"W	94.33'	25°04'20"	95.03'	S89°05'40"E
24	ALL	285.30'	S79°21'10"W	122.98'	29°04'20"	123.57'	S89°05'40"E
25	ALL	285.30'	S73°26'40"W	69.41'	13°13'30"	69.56'	S89°05'40"E
26	ALL	285.30'	N84°39'50"W	58.31'	11°48'50"	58.41'	S89°05'40"E
27	ALL	133.00'	N59°38'50"W	142.78'	64°59'40"	150.72'	N23°11'00"W
28	ALL	133.00'	N30°01'30"W	68.14'	29°41'00"	68.90'	N23°11'00"W
29	ALL	133.00'	N69°02'30"W	65.14'	28°21'00"	65.81'	N23°11'00"W
30	ALL	133.00'	N84°39'50"W	15.99'	05°53'40"	16.01'	N23°11'00"W
31	ALL	67.00'	N59°38'50"W	71.93'	64°59'40"	75.92'	N86°28'00"W
32	ALL	100.00'	N59°28'00"W	100.00'	60°00'00"	104.72'	N86°28'00"W
33	ALL	100.00'	N79°39'00"W	37.26'	19°44'00"	37.26'	N86°28'00"W
34	ALL	100.00'	N45°35'00"W	65.50'	38°14'00"	66.73'	N86°28'00"W
35	ALL	166.00'	N06°28'00"W	166.00'	60°00'00"	173.63'	N86°28'00"W
36	ALL	166.00'	N11°28'00"W	94.73'	18°59'00"	95.00'	N86°28'00"W
37	ALL	166.00'	N51°57'00"W	88.91'	31°04'00"	90.01'	N86°28'00"W
38	ALL	166.00'	N03°28'30"W	28.79'	09°59'00"	28.82'	N86°28'00"W
39	ALL	166.00'	N11°28'00"W	51.76'	30°00'00"	52.36'	N86°28'00"W
40	ALL	166.00'	N11°28'00"W	85.93'	30°00'00"	86.92'	N86°28'00"W
41	ALL	166.00'	N17°34'40"W	51.30'	17°46'40"	51.51'	N86°28'00"W
42	ALL	166.00'	N11°28'00"W	35.34'	12°52'00"	35.34'	N86°28'00"W
43	ALL	60.00'	N03°32'00"E	120.00'	180°00'00"	188.50'	N86°28'00"W
44	ALL	60.00'	N74°34'00"W	24.74'	23°43'00"	24.93'	N86°28'00"W
45	ALL	60.00'	N19°28'00"W	117.42'	156°12'00"	163.57'	N86°28'00"W



NOTES: 2.) ELEVATIONS AS SHOWN HEREIN ARE REFERRED TO USGS DATUM.
3.) DIRECT VEHICULAR ACCESS FROM BUTTERCUP COURT TO WEST SPENCER STREET SHALL BE PROHIBITED UNTIL SUCH TIME THAT OUTAGAMIE COUNTY AND/OR THE TOWN OF GRAND CHUTE ISSUE PERMITS ACCORDINGLY.

NOTES: 4.) THE RIGHT OF DIRECT VEHICULAR INGRESS AND EGRESS FROM LOT 26 TO WEST SPENCER STREET SHALL BE PROHIBITED UPON THE CONSTRUCTION AND AVAILABILITY OF PIMPERNAL LANE TO SERVE SAID LOT.

OWNERS CERTIFICATE OF DEDICATION: AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236, 10 OR S.236.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF GRAND CHUTE / OUTAGAMIE COUNTY ZONING COMMITTEE
CITY OF APPLETON / DEPARTMENT OF LOCAL AFFAIRS AND DEVELOPMENT

WITNESSED BY OUR HANDS AND SEALS THIS 14th DAY OF July, 1980.

ROGER BOWERS, CARL BOWERS, DALE D. RICE, ROBERT J. ORTH

STATE OF WISCONSIN
OUTAGAMIE COUNTY
PERSONALLY CAME BEFORE ME THIS 14th DAY OF July, 1980 THE ABOVE NAMED ROGER BOWERS, CARL BOWERS, DALE D. RICE, ROBERT J. ORTH, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

CITY OF APPLETON, I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF APPLETON ON THE 18th DAY OF June, 1980.

TREASURER'S CERTIFICATE: I HEREBY CERTIFY THAT THERE ARE NO UNPAID TOWN UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS TRACED IN THIS PLAT.

TOWN CLERK APPROVAL: I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE TOWN OF GRAND CHUTE ON THE 10th DAY OF June, 1980.

COUNTY ZONING COMMITTEE APPROVAL: I HEREBY CERTIFY THAT CASALOMA WEST SUBDIVISION WAS APPROVED AND ACCEPTED BY THE OUTAGAMIE COUNTY ZONING COMMITTEE ON THIS 5th DAY OF June, 1980.

OUTAGAMIE COUNTY ZONING COMMITTEE, CHAIRMAN

NOTES: 5.) BENCH MARK-NAIL IN NORTHERN FACE OF POWER POLE AT SOUTHEAST CORNER OF WEST SPENCER STREET AND CASALOMA DRIVE. ELEVATION 773.62' (U.S.S. DATUM).
6.) ALL DIMENSIONS ARE COMPUTED AND MEASURED TO THE NEAREST 0.01' FEET.
7.) ALL ANGLES AND BEARINGS ARE COMPUTED TO THE NEAREST SECONDS AND MEASURED TO THE NEAREST 10 SECONDS.

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON
JUL 15 1980

GRAPHIC SCALE
SCALE: 1" = 100'

784778

OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON
JUL 15 1980

IN CHARGE OF RECORDS
REGISTER OF DEEDS

CASALOMA WEST 2ND SUBDIVISION

A SUBDIVISION LOCATED IN THE NW 1/4 OF THE NE 1/4, SECTION 31, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



- NOTES**
1. ALL DIMENSIONS ARE COMPUTED AND MEASURED TO THE NEAREST 0.01 FEET.
 2. ALL ANGLES AND BEARINGS ARE COMPUTED TO THE NEAREST SECOND AND MEASURED TO THE NEAREST TO SECONDS.
 3. WISCONSIN PUBLIC SERVICE CORPORATION SHOULD APPROVE ANY CONSTRUCTION, BUILDING, PLANTING, ETC., WITHIN THE WESTERLY 50 FEET OF THIS SUBDIVISION.

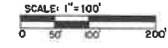
RESTRICTIONS

1. AS OWNERS WE HEREBY RESTRICT LOTS 96 AND 123 IN THAT NO OWNER, POSSESSOR, USER, NOR ANY OTHER PERSON SHALL HAVE ANY RIGHT OR DIRECT VEHICULAR INGRESS OR EGRESS WITH WEST SPENCER STREET AS SHOWN ON THIS PLAT.
2. SUNFLOWER ROAD WEST OF WILD ROSE LANE SHALL NOT BE CONSTRUCTED UNTIL SUCH TIME THAT LANDS TO THE WEST OF THIS PLAT ARE IMPROVED AND/OR DEVELOPED.

CURVE	LOT	RADIUS	CHORD BEARING	CHORD LENGTH	I. ANGLE	ARC LENGTH	TANGENT BEARINGS
1-2	107	70.00'	N40°07'48"W	36.31'	273°48'50"	333.87'	S03°14'00"W N82°30'40"E
	108	70.00'	S00°44'30"W	11.07'	90°00'00"	11.07'	S22°00'00"W
	110	70.00'	S74°05'20"W	2.38'	43°14'00"	48.85'	S48°00'00"W
	111	70.00'	S74°05'20"W	2.38'	43°14'00"	48.85'	S48°00'00"W
	112	70.00'	N82°30'40"E	16.33'	88°10'00"	62.33'	S00°00'00"W
	113	70.00'	N78°19'33"E	43.68'	36°21'50"	44.43'	S00°00'00"W



NORTH IS REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SECTION 31, T21N, R17E, WHICH IS ASSUMED TO BEAR S88°30'40"E.



LEGEND

- DENOTES 1" STEEL REINFORCING ROD (30" LONG, 4-3036/L IN. FT.) SET
- DENOTES 3/4" STEEL REINFORCING ROD (24" LONG, 1,500P/L IN. FT.) SET AT ALL OTHER LOT CORNERS
- DENOTES 2" BUILDING SETBACK (UNLESS NOTED OTHERWISE)
- DENOTES 6' WIDE UTILITY EASEMENT (UNLESS NOTED OTHERWISE)
- DENOTES CENTERLINE OF STREET OR ROAD
- DENOTES EXISTING 1 1/2" STEEL REINFORCING ROD
- ▲ P.K. NAIL SET IN ROAD
- CURVE POINT IDENTIFICATION NUMBER



SURVEYOR'S CERTIFICATE

I, LARRY J. MILLER, STATE OF WISCONSIN REGISTERED LAND SURVEYOR NO. S-1474 DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE PLAT OF CASALOMA WEST 2ND SUBDIVISION BEING LOCATED IN THE NW 1/4 OF SECTION 31, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31 THENCE S88°30'40"W 1716.15 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 31 TO THE POINT OF BEGINNING; THENCE S03°14'00"W 1312.21 FEET; THENCE N82°30'40"E 447.06 FEET; THENCE N05°59'40"E 1312.54 FEET; THENCE S88°30'40"E 383.89 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 31 TO THE POINT OF BEGINNING.

I DO FURTHER CERTIFY THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE; THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE ORDER AND UNDER THE DIRECTION OF THE OWNERS OF SAID LAND; THAT I HAVE FULLY COMPLIED WITH CHAPTER 236 OF THE WISCONSIN STATUTES OR THE PROVISIONS THEREOF AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

LARRY J. MILLER, RLS No. S-1474 *Larry J. Miller* DATED 2-04-1986
ADDITIONS 3-12-1986

OWNERS CERTIFICATE OF DEDICATION: AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF GRAND CHUTE; OUTAGAMIE COUNTY ZONING COMMITTEE
CITY OF APPLETON DEPARTMENT OF DEVELOPMENT

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS 14th DAY OF March, 1986.
CARL BOWERS *Carl Bowers* DALE D. RICE *Dale D. Rice* ROBERT J. ORTH *Robert J. Orth* DBA HARRISON PROPERTIES

STATE OF WISCONSIN))
OUTAGAMIE COUNTY))
PERSONALLY CAME BEFORE ME THIS 14th DAY OF March, 1986 THE ABOVE NAMED CARL BOWERS, DALE D. RICE, ROBERT J. ORTH, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) *Marshall Rice*
NOTARY PUBLIC, Outagamie COUNTY, WISCONSIN MY COMMISSION EXPIRES 2-21-87.

CERTIFICATE OF LAND CONTRACT VENDORS: WE, CARMEN RASMUSSEN, ALEXANDER MCCOY & MARY I. MCCOY, LAND CONTRACT VENDORS OF THE HEREIN DESCRIBED LAND DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND I HAVE I HEREBY COMPLIED WITH CHAPTER 236 OF THE WISCONSIN STATUTES OR THE PROVISIONS THEREOF AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

CARMEN RASMUSSEN *Carmen Rasmussen* ALEXANDER MCCOY, *Alexander McCoy* MARY I. MCCOY, *Mary I. McCoy*
BY PETER M. RASMUSSEN, HIS ATTORNEY IN FACT BY PETER M. RASMUSSEN, HER ATTORNEY IN FACT

STATE OF WISCONSIN))
COUNTY))
PERSONALLY CAME BEFORE ME THIS 2nd DAY OF April, 1986, THE ABOVE NAMED PETER M. RASMUSSEN, ATTORNEY IN FACT FOR ALEXANDER MCCOY AND MARY I. MCCOY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) *Charles A. Zipp*
NOTARY PUBLIC, Winnebago COUNTY, WISCONSIN MY COMMISSION EXPIRES 12 PERMANENT

STATE OF Wis COUNTY))
PERSONALLY CAME BEFORE ME THIS 2nd DAY OF April, 1986, THE ABOVE NAMED CARMEN RASMUSSEN, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) *Charles A. Zipp*
NOTARY PUBLIC, Winnebago COUNTY, WISCONSIN MY COMMISSION EXPIRES 12 PERMANENT

CITY OF APPLETON: WE HEREBY CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF APPLETON ON THE 24th DAY OF March, 1986.
MAYOR *Anthony Johnson* DATED 3/24/86 CITY CLERK *Janet Hays* DATED 3/24/86

TREASURER'S CERTIFICATE: WE HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLAT.
TOWN TREASURER *Charles M. Smith* DATED 3/24/86 COUNTY TREASURER *Arthur J. Berg* DATED 3/24/86

TOWN BOARD APPROVAL: WE HEREBY CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE TOWN OF GRAND CHUTE ON THE 18th DAY OF February, 1986.
TOWN CHAIRMAN *John R. Stinson* DATED 3-20-86 TOWN CLERK *Cherie C. W. Ross* DATED 3-20-86

COUNTY ZONING COMMITTEE APPROVAL: I HEREBY CERTIFY THAT CASALOMA WEST 2ND SUBDIVISION WAS APPROVED AND ACCEPTED BY THE OUTAGAMIE COUNTY ZONING COMMITTEE ON THIS 27th DAY OF February, 1986.
OUTAGAMIE COUNTY ZONING COMMITTEE, CHAIRMAN *Carl Bowers* DATED Feb 27, 1986

SPECIAL TOWN OF GRAND CHUTE RESTRICTIONS: THIS SUBDIVISION FINAL PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF SECTION 6.16(C) MUNICIPAL CODE OF THE TOWN OF GRAND CHUTE. THE SUBDIVIDER, FOR HIMSELF/ITSELF, AND HIS/ITS ASSIGNS, SHALL BE RESPONSIBLE FOR ALL MUNICIPAL IMPROVEMENTS, INCLUDING GRAVELED AND BLACKTOPPED STREETS, GRAVELED ROAD SHOULDERS, SEWER AND WATER, CURB AND GUTTER IF DETERMINED NECESSARY BY THE TOWN OF GRAND CHUTE BOARD OF SUPERVISORS, SEWER LIFT STATIONS WHEN DETERMINED NECESSARY BY THE TOWN OF GRAND CHUTE BOARD OF SUPERVISORS, STORM SCENERS WHEN DETERMINED NECESSARY BY THE TOWN OF GRAND CHUTE BOARD OF SUPERVISORS, DEDICATED AND OPEN CLEAR WATER DRAINAGE EASEMENTS, AND STREET LIGHTING. PURSUANT TO CHAPTER 6.16(C) OF THE MUNICIPAL CODE OF THE TOWN OF GRAND CHUTE, THE TOWN OF GRAND CHUTE RESERVES THE RIGHT TO WITHHOLD BUILDING PERMITS FOR THIS SUBDIVISION IF THE ABOVE STATED MUNICIPAL IMPROVEMENTS HAVE NOT BEEN COMPLETED, IN A TIMELY AND ORDERLY FASHION, BY THE SUBDIVIDER/OWNER, ACCORDING TO THE TERMS AND CONDITIONS OF 6.16(C). THAT, IN ADDITION, ALL SUBDIVIDERS AND PROPERTY OWNERS ARE PUT ON NOTICE THAT A TWO HUNDRED DOLLAR (\$200.00) MONTHLY CONTRIBUTION CHARGE FOR SEWER SERVICES MAY BE PAYABLE BY EACH LOT WITHIN THE PLATED SUBDIVISION TO THE TOWN OF GRAND CHUTE SANITARY DISTRICT FOR SEWER SERVICES.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Statutes.
Certified this 5th day of March, 1986.

Deanne A. Starn
Department of Development



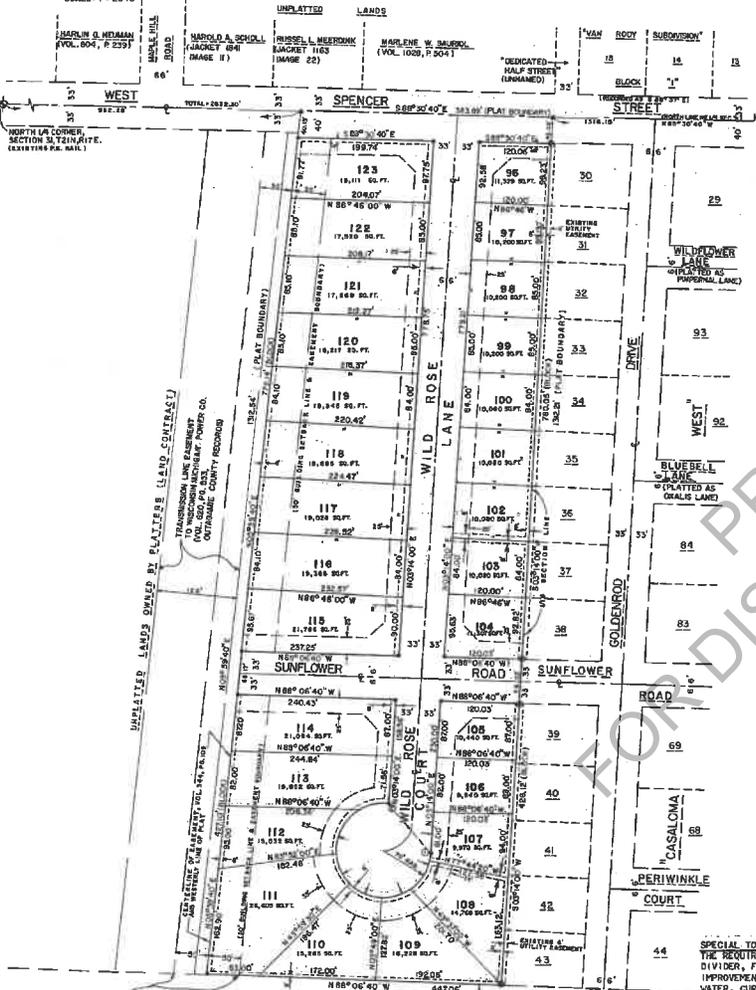
Resolution in Doc# 151765D
OUTAGAMIE 881804

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI
RECEIVED AND RECORDED ON

APR 3 1986

BY *AT: Evelyn D. H.*
IN CHARGE, PAGE 4
RECORDS

REPRODUCED, COMPUTED AND DRAWN BY: GORAN ENGINEERING & SURVEYING
303 S. BARRINGTON ST.
APPLETON, WI 54911
PROJECT NO. 7-154



TRANSMISSION LINE EASEMENT TO WISCONSIN PUBLIC SERVICE CORP. (VOL. 244, PG. 103, OUTAGAMIE COUNTY RECORDS) UNPLATTED LANDS OWNED BY OTHERS

**Town of Grand Chute
Spencer Street Urbanization
Mayflower Road to Casaloma Drive
McM Project No.: G0006-9-18-00505**

**Schedule of Assessments Based on Using 50% Assessable Costs For RSF, RTF & AGD Zoning
For Discussion Purposes Only**

Project Cost (based on estimates):

Storm Sewer:

Item Number	Description	Unit	Estimated Quantity	Unit Price	Amount	R-1 & R-2 Zoning Assessable Amount	Other Zoning Assessable Amount
465.0315	Asphaltic Flumes	SY	50.00	\$61.20	\$3,060.00	\$1,224.00	\$1,530.00
504.0900	Concrete Masonry Endwalls	CY	20.00	\$963.54	\$19,270.80	\$7,708.32	\$9,635.40
520.8000	Concrete Collars for Pipe	EACH	2.00	\$600.00	\$1,200.00	\$480.00	\$600.00
608.0005	Storm Sewer Rock Excavation	CY	750.00	\$125.00	\$93,750.00	\$37,500.00	\$46,875.00
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	250.00	\$55.45	\$13,862.50	\$5,545.00	\$9,750.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	601.00	\$45.75	\$27,495.75	\$13,330.18	\$23,439.00
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	789.00	\$50.00	\$39,450.00	\$17,500.02	\$30,771.00
608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	LF	154.00	\$57.36	\$8,833.44	\$3,415.72	\$6,006.00
608.0424	Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	LF	2,792.00	\$70.00	\$195,440.00	\$61,926.56	\$108,888.00
608.0430	Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	LF	897.00	\$78.00	\$69,966.00	\$19,895.46	\$34,983.00
608.0436	Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	LF	980.00	\$101.39	\$99,362.20	\$21,736.40	\$38,220.00
608.2419	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	LF	32.00	\$106.44	\$3,406.08	\$709.76	\$1,248.00
608.2434	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	LF	294.00	\$175.00	\$51,450.00	\$6,520.92	\$11,466.00
611.0420	Reconstructing Manholes	EACH	1.00	\$990.65	\$990.65	\$0.00	\$0.00
611.0530	Manhole Covers Type J	EACH	39.00	\$325.00	\$12,675.00	\$5,070.00	\$6,337.50
611.0612	Inlet Covers Type C	EACH	22.00	\$375.00	\$8,250.00	\$3,300.00	\$4,125.00
611.0639	Inlet Covers Type H-S	EACH	2.00	\$520.00	\$1,040.00	\$416.00	\$520.00
611.0666	Inlet Covers Type Z	EACH	34.00	\$500.00	\$17,000.00	\$6,800.00	\$8,500.00
611.2004	Manholes 4-Ft Diameter	EACH	14.00	\$1,800.00	\$25,200.00	\$10,080.00	\$22,400.00
611.2005	Manholes 5-Ft Diameter	EACH	14.00	\$2,768.26	\$38,755.64	\$10,080.00	\$22,400.00
611.2006	Manholes 6-Ft Diameter	EACH	6.00	\$3,200.00	\$19,200.00	\$4,320.00	\$9,600.00
611.2008	Manholes 8-Ft Diameter	EACH	4.00	\$5,500.00	\$22,000.00	\$2,880.00	\$6,400.00
611.3003	Inlets 3-Ft Diameter	EACH	55.00	\$825.00	\$45,375.00	\$18,150.00	\$22,687.50
611.3230	Inlets 2x3-Ft	EACH	2.00	\$1,387.31	\$2,774.62	\$1,109.85	\$1,387.31
612.0406	Pipe Underdrain Wrapped 6-Inch	LF	2,300.00	\$5.50	\$12,650.00	\$5,060.00	\$6,325.00
628.7005	Inlet Protection Type A	EACH	44.00	\$96.01	\$4,224.44	\$1,689.78	\$2,112.22
628.7010	Inlet Protection Type B	EACH	4.00	\$49.30	\$197.20	\$78.88	\$98.60
628.7015	Inlet Protection Type C	EACH	23.00	\$56.73	\$1,304.79	\$521.92	\$652.40
628.7020	Inlet Protection Type D	EACH	13.00	\$115.52	\$1,501.76	\$600.70	\$750.88
628.7555	Culvert Pipe Checks	EACH	37.00	\$13.11	\$485.07	\$194.03	\$242.54
650.4000	Construction Staking Storm Sewer	EACH	97.00	\$33.37	\$3,236.89	\$1,294.76	\$1,618.45
650.6000	Construction Staking Pipe Culverts	EACH	2.00	\$128.76	\$257.52	\$103.01	\$128.76
SPV.0060	Special 01, Manholes 8 Ft x 8 Ft	EACH	2.00	\$10,500.00	\$21,000.00	\$1,440.00	\$3,200.00
SPV.0060	Special 04, Storm Sewer Lateral Cleanout	EACH	61.00	\$325.00	\$19,825.00	\$7,930.00	\$9,912.50
SPV.0060	Special 09, Concrete Pipe Supports	EACH	2.00	\$500.00	\$1,000.00	\$400.00	\$500.00
SPV.0060	Special 11, Concrete Collars for Pipe - Special	EACH	2.00	\$1,000.00	\$2,000.00	\$0.00	\$0.00
SPV.0090	Special 01, Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x 6	LF	373.00	\$215.00	\$80,195.00	\$8,273.14	\$14,547.00
SPV.0090	Special 05, Culvert Pipe Corrugated Steel 87 x 63-Inch	LF	180.00	\$350.00	\$63,000.00	\$0.00	\$0.00
SPV.0090	Special 02, Storm Sewer Lateral, 4-Inch	LF	1,860.00	\$28.00	\$52,080.00	\$20,832.00	\$26,040.00
SPV.0090	Special 03, Storm Sewer Laterals, 6-Inch	LF	78.00	\$60.00	\$4,680.00	\$873.60	\$2,340.00
				Subtotal:	\$1,087,445.35	\$308,990.00	\$496,237.05
				Engineering:	\$163,116.80	\$46,348.50	\$74,435.56

Contingencies (15%):	\$163,116.80	\$46,348.50	\$74,435.56
Subtotal:	\$1,413,678.96	\$401,686.99	\$645,108.16
Administration (5%):	\$70,683.95	\$20,084.35	\$32,255.41
Total Storm Sewer Cost:	\$1,484,362.90	\$421,771.34	\$677,363.57

Street:

Item Number	Description	Unit	Estimated Quantity	Unit Price	Amount	R-1,R-2 & AGD Zoning Assessable Amount	Other Zoning Assessable Amount
201.0105	Clearing	STA	33.00	\$425.00	\$14,025.00	\$7,012.50	\$14,025.00
201.0120	Clearing	ID	250.00	\$17.58	\$4,395.00	\$2,197.50	\$4,395.00
201.0205	Grubbing	STA	33.00	\$533.70	\$17,612.10	\$8,806.05	\$17,612.10
201.0220	Grubbing	ID	250.00	\$9.34	\$2,335.00	\$1,167.50	\$2,335.00
203.0100	Removing Small Pipe Culverts	EACH	52.00	\$300.00	\$15,600.00	\$7,800.00	\$15,600.00
203.0200	Removing Old Structure (Station) 01, Sta. 158+00	LS	1.00	\$5,500.00	\$5,500.00	\$2,750.00	\$5,500.00
204.0100	Removing Pavement	SY	142.00	\$7.79	\$1,106.18	\$553.09	\$1,106.18
204.0150	Removing Curb & Gutter	LF	607.00	\$5.26	\$3,192.82	\$1,596.41	\$3,192.82
204.0170	Removing Fence	LF	100.00	\$5.25	\$525.00	\$262.50	\$525.00
204.0215	Removing Catch Basins	EACH	2.00	\$259.14	\$518.28	\$259.14	\$518.28
204.0245	Removing Storm Sewer (size) 01, 12-Inch or Less	LF	161.00	\$22.50	\$3,622.50	\$1,811.25	\$3,622.50
204.0245	Removing Storm Sewer (size) 01, 24-Inch or Less	LF	12.00	\$25.50	\$306.00	\$153.00	\$306.00
204.0280	Sealing Pipes	EACH	1.00	\$430.93	\$430.93	\$215.47	\$430.93
205.0100	Excavation Common	CY	43,740.00	\$8.50	\$371,790.00	\$99,970.20	\$371,790.00
213.0100	Finishing Roadway	EACH	1.00	\$2,000.00	\$2,000.00	\$537.78	\$2,000.00
305.0110	Base Aggregate Dense 3/4-Inch	TON	20.00	\$25.00	\$500.00	\$0.00	\$500.00
305.0120	Base Aggregate Dense 1-1/4-Inch	TON	11,890.00	\$10.75	\$127,817.50	\$46,866.42	\$127,817.50
305.0130	Base Aggregate Dense 3-Inch	TON	30,145.00	\$10.50	\$316,522.50	\$63,304.50	\$316,522.50
416.0160	Concrete Driveway 6-Inch	SY	1,244.00	\$45.00	\$55,980.00	\$27,990.00	\$55,980.00
416.0170	Concrete Driveway 7-Inch	SY	21.00	\$50.80	\$1,066.80	\$533.40	\$1,066.80
455.0605	Tack Coat	GAL	1,700.00	\$3.03	\$5,151.00	\$2,003.17	\$5,151.00
460.2000	Incentive Density HMA Pavement	DOL	4,380.00	\$1.00	\$4,380.00	\$1,703.33	\$4,380.00
460.5223	HMA Pavement 3 LT 58-28 S	TON	3,800.00	\$61.78	\$234,764.00	\$65,212.22	\$234,764.00
460.5224	HMA Pavement 4 LT 58-28 S	TON	3,035.00	\$68.59	\$208,170.65	\$80,955.25	\$208,170.65
465.0120	Asphaltic Surface Driveways and Field Entrances	TON	85.00	\$146.76	\$12,474.60	\$6,237.30	\$12,474.60
601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	10,818.00	\$12.00	\$129,816.00	\$64,908.00	\$129,816.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	310.00	\$23.91	\$7,412.10	\$3,706.05	\$7,412.10
602.0405	Concrete Sidewalk 4-Inch	SF	44,057.00	\$3.73	\$164,332.61	\$0.00	\$0.00
602.0415	Concrete Sidewalk 6-Inch	SF	691.00	\$5.71	\$3,945.61	\$0.00	\$0.00
602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	310.00	\$29.37	\$9,104.70	\$0.00	\$0.00
611.8110	Adjusting Manhole Covers	EACH	1.00	\$381.17	\$381.17	\$0.00	\$0.00
611.0100	Maintenance and Repair of Haul Roads (project) 01, 4657-25-01	EACH	1.00	\$200.00	\$200.00	\$100.00	\$200.00
619.1000	Mobilization	EACH	1.00	\$142,500.00	\$142,500.00	\$71,250.00	\$142,500.00
621.0100	Landmark Reference Monuments	EACH	5.00	\$208.15	\$1,040.75	\$520.38	\$1,040.75
624.0100	Water	MGAL	21.00	\$30.48	\$640.08	\$320.04	\$640.08
625.0100	Topsoil	SY	19,160.00	\$3.00	\$57,480.00	\$28,740.00	\$57,480.00
627.0200	Mulching	SY	20,500.00	\$0.21	\$4,305.00	\$2,152.50	\$4,305.00
628.1504	Silt Fence	LF	1,750.00	\$2.08	\$3,640.00	\$1,820.00	\$3,640.00
628.1520	Silt Fence Maintenance	LF	1,750.00	\$0.08	\$140.00	\$70.00	\$140.00
628.1905	Mobilization Erosion Control	EACH	6.00	\$273.06	\$1,638.36	\$819.18	\$1,638.36
628.1910	Mobilization Emergency Erosion Control	EACH	6.00	\$59.34	\$356.04	\$178.02	\$356.04
628.2006	Erosion Mat Urban Class I Type A	SY	12,627.00	\$1.70	\$21,465.90	\$10,732.95	\$21,465.90
628.2008	Erosion Mat Urban Class I Type B	SY	6,540.00	\$1.68	\$10,987.20	\$5,493.60	\$10,987.20
628.7504	Temporary Ditch Checks	LF	100.00	\$12.38	\$1,238.00	\$619.00	\$1,238.00
628.7560	Tracking Pads	EACH	4.00	\$771.18	\$3,084.72	\$1,542.36	\$3,084.72
628.7570	Rock Bags	EACH	50.00	\$11.99	\$599.50	\$299.75	\$599.50
629.0210	Fertilizer Type B	CWT	25.00	\$57.50	\$1,437.50	\$718.75	\$1,437.50

620.0140	Seeding Mixture No. 40	LB	240.00	\$6.99	\$1,677.60	\$838.80	\$1,677.60
630.0200	Seeding Temporary	LB	150.00	\$4.42	\$663.00	\$331.50	\$663.00
630.0300	Seeding Borrow Pit	LB	270.00	\$6.75	\$1,822.50	\$911.25	\$1,822.50
637.2210	Signs Type II Reflective H	SF	250.25	\$17.11	\$4,281.78	\$2,140.89	\$4,281.78
638.2602	Removing Signs Type II	EACH	32.00	\$23.32	\$746.24	\$373.12	\$746.24
638.3000	Removing Small Sign Supports	EACH	20.00	\$25.94	\$518.80	\$259.40	\$518.80
643.0300	Traffic Control Drums	DAY	23,250.00	\$0.45	\$10,462.50	\$5,231.25	\$10,462.50
643.0420	Traffic Control Barricades Type III	DAY	8,990.00	\$0.57	\$5,124.30	\$2,562.15	\$5,124.30
643.0705	Traffic Control Warning Lights Type A	DAY	11,740.00	\$0.28	\$3,287.20	\$1,643.60	\$3,287.20
643.0715	Traffic Control Warning Lights Type C	DAY	3,875.00	\$0.23	\$891.25	\$445.63	\$891.25
643.0900	Traffic Control Signs	DAY	7,750.00	\$0.69	\$5,347.50	\$2,673.75	\$5,347.50
643.5000	Traffic Control	EACH	1.00	\$3,000.00	\$3,000.00	\$1,500.00	\$3,000.00
645.0135	Geotextile Type SR	SY	8,600.00	\$2.25	\$19,350.00	\$7,095.00	\$19,350.00
646.1020	Marking Line Epoxy 4-Inch	LF	24,600.00	\$0.85	\$20,910.00	\$10,455.00	\$20,910.00
646.3020	Marking Line Epoxy 8-Inch	LF	75.00	\$1.25	\$93.75	\$0.00	\$93.75
646.5020	Marking Arrow Epoxy	EACH	6.00	\$224.34	\$1,346.04	\$0.00	\$1,346.04
646.5120	Marking Word Epoxy	EACH	7.00	\$258.84	\$1,811.88	\$0.00	\$1,811.88
646.5220	Marking Symbol Epoxy	EACH	36.00	\$126.58	\$4,556.88	\$0.00	\$4,556.88
646.6020	Marking Stop Line Epoxy 12-Inch	LF	142.00	\$7.98	\$1,133.16	\$566.58	\$1,133.16
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	1,001.00	\$7.48	\$7,487.48	\$3,743.74	\$7,487.48
646.8120	Marking Curb Epoxy	LF	390.00	\$6.45	\$2,515.50	\$1,257.75	\$2,515.50
650.4500	Construction Staking Subgrade	LF	6,257.00	\$0.14	\$875.98	\$437.99	\$875.98
650.5000	Construction Staking Base	LF	6,257.00	\$0.65	\$4,067.05	\$2,033.53	\$4,067.05
650.5500	Construction Staking Curb, Gutter and Curb & Gutter	LF	11,128.00	\$0.55	\$6,120.40	\$3,060.20	\$6,120.40
650.9910	Construction Staking Supplemental Control (project) 01, 4657-25-01	LS	1.00	\$500.00	\$500.00	\$250.00	\$500.00
650.9920	Construction Staking Slope Stakes	LF	6,257.00	\$0.75	\$4,692.75	\$2,346.38	\$4,692.75
690.0150	Sawing Asphalt	LF	767.00	\$1.74	\$1,334.58	\$667.29	\$1,334.58
690.0250	Sawing Concrete	LF	242.00	\$2.14	\$517.88	\$258.94	\$517.88
740.0440	Incentive IRI Ride	DOL	4,083.00	\$1.00	\$4,083.00	\$2,041.50	\$4,083.00
ASP.1TOA	On-the Job Training Apprentice at \$5.00/HR	HRS	2,000.00	\$5.00	\$10,000.00	\$5,000.00	\$10,000.00
ASP.1TOG	On-the Job Training Graduate at \$5.00/HR	HRS	1,320.00	\$5.00	\$6,600.00	\$3,300.00	\$6,600.00
SPV.0060	Special 02, Adjusting Water Valve Boxes	EACH	23.00	\$175.00	\$4,025.00	\$0.00	\$0.00
SPV.0060	Special 03, Adjusting Curb Stop Boxes	EACH	55.00	\$95.00	\$5,225.00	\$0.00	\$0.00
SPV.0060	Special 10, Sanitary Manhole Reconstructs	EACH	15.00	\$1,250.00	\$18,750.00	\$0.00	\$0.00
SPV.0060	Special 05, Posts Steel 2-3/8-Inch 10-Ft	EACH	40.00	\$200.00	\$8,000.00	\$4,000.00	\$8,000.00
SPV.0075	Special 01, Street Sweeping	HRS	100.00	\$125.00	\$12,500.00	\$6,250.00	\$12,500.00
SPV.0090	Special 10, Salvage and Reset Fence	LF	40.00	\$75.00	\$3,000.00	\$1,500.00	\$3,000.00
SPV.0090	Special 11, Salvage and Reset Landscape Timbers	LF	40.00	\$10.00	\$400.00	\$200.00	\$400.00
SPV.0120	Special 01. Water for Seeded Areas	MGAL	21.00	\$100.00	\$2,100.00	\$1,050.00	\$2,100.00
SPV.0150	Special 01, Temporary Mailbox Accommodations	LS	1.00	\$2,500.00	\$2,500.00	\$1,250.00	\$2,500.00
SPV.0165	Special 02. Salvage and Reset Driveway Paver Bricks	SF	145.00	\$25.00	\$3,625.00	\$1,812.50	\$3,625.00
	Street Lights	LS	1.00	\$100,000.00	\$100,000.00	\$50,000.00	\$100,000.00
	Property Acquisition	LS	1.00	\$177,350.00	\$177,350.00	\$88,675.00	\$177,350.00
	Subtotal:				\$2,448,825.10	\$840,051.27	\$2,243,061.01
	Engineering:				\$367,323.76	\$126,007.69	\$336,459.15
	Contingencies (15%):				\$367,323.76	\$126,007.69	\$336,459.15
	Subtotal:				\$3,183,472.63	\$1,092,066.66	\$2,915,979.31
	Administration (5%):				\$159,173.63	\$54,603.33	\$145,798.97
	Total Street Cost:				\$3,342,646.26	\$1,146,669.99	\$3,061,778.28

Setting Assessment Rates:

Storm Sewer:

R-1 & R-2 maximum rate:	\$20.00 per LF
Assessable Project Cost:	\$421,771.34

Allocated Assessable Cost:	\$390,468.08
Assessable Frontage:	6775.35 feet
Assessment Rate:	\$57.63 per LF
Other zoning maximum rate:	\$40.00 per LF
Assessable Project Cost:	\$677,363.57
Allocated Assessable Cost:	\$50,272.95
Assessable Frontage:	543.17 feet
Assessment Rate:	\$92.55 per LF

Street:
R-1, R-2, & AGD Assessments:

R-1, R-2, & AGD assessable cost:	\$1,146,669.99
Allocated Assessable Cost:	\$1,075,667.05
Frontage to Base Assessments on per Ordinance:	8778.31 feet
Assessment Rate:	\$122.54 per LF

Other Zoning Assessments:

Other Zoning Assessable Project Cost:	\$3,061,778.28
Allocated Assessable Cost:	\$189,588.34
Assessable Frontage:	453.17 feet
Assessment Rate:	\$418.36 per LF

Schedule of Assessments:

Property Owner		Property Address	Parcel Number	Zoning	Total Spencer Street Frontage	R-1 & R-2 Zoning Storm Sewer Assessable Frontage	Other Zoning Storm Sewer Assessable Frontage	Storm Sewer Assessment	R-1,R-2 & AGD Zoning Street Assessable Frontage	Other Zoning Street Assessable Frontage	Street Assessment	Total Assessment
Patrick J. Jacobs		5750 W Spencer St	101126301	RSF	180.00	90.00	0.00	\$1,800.00	90.00	0.00	\$11,028.32	\$12,828.32
Kurt Davidson		5630 W Spencer St	101126401	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$11,028.32	\$12,828.32
Chong Vang		219 S. Long Court	101126402	RSF	222.00	111.00	0.00	\$2,220.00	111.00	0.00	\$13,601.60	\$15,821.60
Robert J. McGlone (LE)		5700 W. Spencer Street	101126500	RSF	209.00	209.00	0.00	\$4,180.00	209.00	0.00	\$25,610.22	\$29,790.22
Roxanne M. Reeves		5216 Long Ct	101127201	RSF	198.00	99.00	0.00	\$1,980.00	99.00	0.00	\$12,131.15	\$14,111.15
AMS Commercial LLC		5000 W. Spencer Street	101127502	AGD	141.00	141.00	0.00	\$2,820.00	141.00	0.00	\$17,277.71	\$20,097.71
Sarah L. Bryner		5204 W Spencer St	101127503	RSF	280.00	280.00	0.00	\$5,600.00	280.00	0.00	\$34,310.34	\$39,910.34
Patti S. Stenson		5130 W Spencer St	101127504	RSF	125.00	125.00	0.00	\$2,500.00	125.00	0.00	\$15,317.11	\$17,817.11
Purple Lion Investment LLC		5124 W. Spencer Street	101127506	RSF	125.98	125.98	0.00	\$2,519.60	125.98	0.00	\$15,437.20	\$17,956.80
Carl J. Vangrinsven		4960 W Spencer St	101127603	RSF	96.22	96.22	0.00	\$1,924.40	96.22	0.00	\$11,790.50	\$13,714.90
Lighthouse Senior Properties LLC		333 S. Misty Lane	101127604	RSF	192.44	96.22	0.00	\$1,924.40	96.22	0.00	\$11,790.50	\$13,714.90
Sarah L. Dorn		5040 W Spencer St	101127700	RSF	133.00	66.50	0.00	\$1,330.00	66.50	0.00	\$8,148.71	\$9,478.71
Alan M. Crawford		5116 W Spencer St	101127800	RSF	125.00	62.50	0.00	\$1,250.00	62.50	0.00	\$7,658.56	\$8,908.56
Keith Hueffner		5115 W Spencer St	101128601	AGD	864.25	160.71	0.00	\$3,214.20	160.71	0.00	\$19,692.91	\$22,907.11
Town of Grand Chute		5000 W. Aster Lane	101128900	AGD	66.02	0.00	90.00	\$3,600.00	90.00	0.00	\$11,028.32	\$14,628.32
Eric J. Lindberg		5211 W Spencer St	101129100	RSF	419.00	419.00	0.00	\$8,380.00	419.00	0.00	\$51,342.97	\$59,722.97
Holly M. Galassi		5411 W Spencer St	101129200	RSF	393.00	393.00	0.00	\$7,860.00	393.00	0.00	\$48,157.01	\$56,017.01
Judd W. Brickler		5515 W Spencer St	101129300	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
Susan R. Steffen		5439 W Spencer St	101129400	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
David J. Steffens		5331 W Spencer St	101129500	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
Matthew R. Emerich		5523 W Spencer St	101129600	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
James R. Long		5735 W Spencer St	101130200	CL	196.50	0.00	196.50	\$7,860.00	0.00	196.50	\$82,207.80	\$90,067.80
Steven F. Mielke		5645 W Spencer St	101130202	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
Les/Junice E. Hannemann RV TRT		5649 W Spencer St	101130203	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
David F. Chauvette		5725 W Spencer St	101130205	RSF	196.50	196.50	0.00	\$3,930.00	196.50	0.00	\$24,078.50	\$28,008.50

Byrdene M.	Young	5745 W Spencer St	101130208	RSF	260.28	130.14	0.00	\$2,602.80	130.14	0.00	\$15,946.95	\$18,549.75
Mark R.	Ziemer	W. Spencer Street	101130209	RSF	125.00	125.00	0.00	\$2,500.00	125.00	0.00	\$15,317.11	\$17,817.11
Christopher W.	Kuehl	5537 W. Spencer Street	101130300	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
Matthew J.	Hammen	5601 W Spencer St	101130400	RSF	131.00	131.00	0.00	\$2,620.00	131.00	0.00	\$16,052.34	\$18,672.34
Anne C.	Ramsey	5615 W Spencer St	101130500	RSF	175.00	175.00	0.00	\$3,500.00	175.00	0.00	\$21,443.96	\$24,943.96
Elvin A.	Johnson	5219 Long Ct	102093400	RSF	166.82	83.41	0.00	\$1,668.20	83.41	0.00	\$10,220.80	\$11,889.00
Thomas M./Lynn	Rehfeldt LV TRT	5320 W Spencer St	102093500	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Thomas R.	Ise	5330 W Spencer St	102093700	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Craig W.	Bethke	5400 W Spencer St	102093900	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Kevin	Kraemer	5408 W Spencer St	102094000	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Carl W./Joann	Fischer LV TRT	5430 W Spencer St	102094200	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Anton Family IRREV TRT		5510 W Spencer St	102094300	RSF	154.50	154.50	0.00	\$3,090.00	154.50	0.00	\$18,931.95	\$22,021.95
Walter	Campbell	222 S Long Ct	102094500	RSF	154.50	77.25	0.00	\$1,545.00	77.25	0.00	\$9,465.98	\$11,010.98
Accurate Building Rentals		335 S. Casaloma Drive	102097600	RSF	170.00	85.00	0.00	\$1,700.00	85.00	0.00	\$10,415.64	\$12,115.64
Karen A.	Werner	4706 W Spencer St	102097700	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$11,028.32	\$12,828.32
Richard	Longworth	4718 W Spencer St	102097800	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$11,028.32	\$12,828.32
Ring Marital Trust		4740 W Spencer St	102097900	RSF	90.00	90.00	0.00	\$1,800.00	90.00	0.00	\$11,028.32	\$12,828.32
Ring Marital Trust		4740 W Spencer St	102098000	RSF	99.00	99.00	0.00	\$1,980.00	99.00	0.00	\$12,131.15	\$14,111.15
Ring Marital Trust		4740 W Spencer St	102098100	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$13,479.06	\$15,679.06
Grand Chute Sanitary District #2		1900 Grand Chute Bl	102098200	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$13,479.06	\$15,679.06
Michael R.	Sauter	4816 W Spencer St	102098300	RSF	110.00	110.00	0.00	\$2,200.00	110.00	0.00	\$13,479.06	\$15,679.06
Michael R.	Sauter	4826 W Spencer St	102098400	RSF	95.00	95.00	0.00	\$1,900.00	95.00	0.00	\$11,641.01	\$13,541.01
Calnin & Goss Inc.		W. Spencer Street	102098500	CL	95.00	0.00	95.00	\$3,800.00	0.00	95.00	\$39,744.23	\$43,544.23
Calnin & Goss Inc.		W. Spencer Street	102098600	CL	95.00	0.00	95.00	\$3,800.00	0.00	95.00	\$39,744.23	\$43,544.23
Calnin & Goss Inc.		W. Spencer Street	102098700	CL	100.00	0.00	66.67	\$2,666.80	0.00	66.67	\$27,892.08	\$30,558.88
Schroeder Carpentry Inc.		5742 W. Spencer Street	102126311	RSF	108.92	108.92	0.00	\$2,178.40	108.92	0.00	\$13,346.72	\$15,525.12
Wexford Ltd		5734 W Spencer St	102126312	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$12,253.69	\$14,253.69
Wexford Ltd		5728 W Spencer St	102126313	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$12,253.69	\$14,253.69
Wexford Ltd		5720 W Spencer St	102126314	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$12,253.69	\$14,253.69
Wexford Ltd		5710 W Spencer St	102126315	RSF	100.00	100.00	0.00	\$2,000.00	100.00	0.00	\$12,253.69	\$14,253.69
Nanette P.	Wycoco	431 S Casaloma Dr	102243200	RSF	120.00	60.00	0.00	\$1,200.00	60.00	0.00	\$7,352.22	\$8,552.22
Jane M.	Vanderloop	4708 Buttercup Ct	102243600	RSF	130.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
James	Lasalle	4715 Buttercup Ct	102243700	RSF	274.73	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Robert G.	Ness	4812 W Wildflower La	102245600	RSF	0.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
John L.	Benotch	4814 W Wildflower La	102245700	RSF	195.10	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Lester R.	Jaeger	4816 W Wildflower La	102245800	RSF	109.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Karl H.	Schramper	4818 W Wildflower La	102245900	RSF	100.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Tim M.	Martin	602 S Goldenrod Dr	102246000	RSF	95.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Andrew R.	Ryan	601 S Goldenrod Dr	102246100	RSF	120.02	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Kyle J.	Hofacker	600 S Wild Rose La	102313600	RSF	120.06	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
Jerry	Schimmelpfenning	601 S Wild Rose La	102316300	RSF	199.74	0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00
					10336.08	6775.35	543.17	\$157,233.80	6865.35	453.17	\$1,030,847.17	\$1,188,080.97

Worksheet: Schedule of Assessments RES 50%

Location: w:\PROJECTS\G0006\91800505\MSEExcel

Date: Decceember 28, 2018



AGENDA REQUEST
1/15/2019

TOPIC: Approve an Amendment to the Offer to Purchase from Fore Dreams LLC, for property at 850 W. Evergreen Drive.

<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

ISSUE: Approve the Amendment to the Offer to Purchase from Fore Dreams LLC at the price of \$800,000.

BACKGROUND/ANALYSIS: This is the second amendment to the original Offer to Purchase from the owners of the future Culver's Restaurant that will be built in the Evergreen Business Park. The last Offer, accepted by the Town on 10/2/2018, provided a closing date of January 15, 2019. Due to heavy rains and wet soil conditions last Fall, the Town was unable to complete the filling and compaction of soil on this property before the December 31, 2018 deadline. In turn, a number of Buyer and Seller pre-closing contingencies could not be completed by the closing date and the Offer lapsed. Both parties agreed to reinstate the Offer with a second Amendment that is now presented for Town Board approval. This Amended Offer provides all of the same terms and pricing as in the Offer to Purchase that had lapsed. The only changes made were to extend the pre-closing contingency periods for Buyer and Seller, based on an initial fill and compaction deadline of May 24, 2019. Provision is made for this deadline to be extended due to weather and soil conditions. The first extended deadline would be June 13, 2019. The second extended deadline would be July 31, 2019. Closing date will 15 days after whichever fill and compaction deadline the Town is able to meet. The purchase price of \$800,000 remains unchanged.

RECOMMENDATION: Staff recommends Town Board approval of the Amendment to the Offer to Purchase from Fore Dreams LLC for property at 850 W. Evergreen Drive, at the price of \$800,000.

FISCAL IMPACT: BUDGET
Land sale proceeds are applied toward retiring Tax Increment District No. 2 debt.

ATTACHMENTS: Culver's Site Map and Amendment to Offer to Purchase from Fore Dreams LLC.

REINSTATEMENT OF AND AMENDMENT TO OFFER TO PURCHASE

This Reinstatement of and Amendment to Offer to Purchase (this “**Amendment**”) is by and between the Town of Grand Chute, a Wisconsin municipal corporation (“**Seller**”), and Fore Dreams, LLC, a Wisconsin limited liability company (“**Buyer**”).

RECITALS

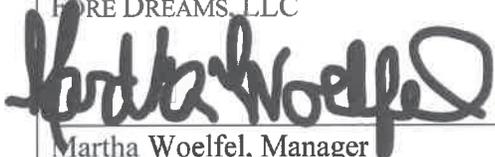
- A. Buyer and Seller entered into an Offer to Purchase dated September 21, 2018 and accepted October 2, 2018 (the “**Offer**”) for the purchase and sale of real estate located at Lot 6-NW corner of Evergreen Dr. in the Town of Grand Chute, Wisconsin (the “**Property**”).
- B. By letter to Seller’s attorney on December 31, 2018, Buyer provided notice of the failure of certain contingencies set forth in the Offer and, therefore, by its terms, the Offer became null and void.
- C. Buyer and Seller desire to reinstate the Offer and further amend it.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller reinstate the Offer but amend it as follows (all references to lines are to lines in the Offer):

1. **Fill Deadline.** The “**Fill Deadline**” is initially set at May 24, 2019. However, by providing Buyer with five business days’ written notice before the then-current Fill Deadline, Seller may extend the Fill Deadline to:
 - a. June 13, 2019, for any stated reasonable need.
 - b. July 31, 2019 if reasonably needed due to weather conditions delaying the performance and completion of the full and compaction contingency.If timely notice is given under 1.a, the “**Fill Deadline**” will become June 13, 2019. If timely notice is given under 1.b, the “**Fill Deadline**” will become July 31, 2019.
2. **Fill Requirement.** On line 458, strike “Within 90 days of Acceptance” and replace it with “By the Fill Deadline.”
3. **Financing Contingency.** On line 192, strike “within 90 days of acceptance of this Offer” and replace it with “by the Fill Deadline.”
4. **Appraisal Contingency.** On line 240, strike “within 60 days of acceptance” and replace it with “by the Fill Deadline.”
5. **Proposed Use Contingencies.** On line 310, strike “within 90 days of acceptance” and replace it with “by the Fill Deadline.”
6. **Land Use Approval.** On line 349, strike “all within 90 days of acceptance” and replace it with “all by the Fill Deadline.”
7. **Closing Date.** On line 70, strike “January 15, 2019” and replace it with “15 days after the Fill Deadline.”
8. **Binding Acceptance.** This Amendment is binding upon Buyer and Seller only if a copy of the accepted Amendment is delivered to Buyer on or before January 20, 2019, time being of the essence.

9. Miscellaneous.

- a. Except as specifically modified by this Amendment, the Offer shall continue in full force and effect and is hereby reinstated, ratified and confirmed. In the event of any conflict between the terms of this Amendment and the terms of the Offer, the terms of this Amendment shall govern and control.
- b. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of such counterparts will constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange by email counterparts of the signature pages.

BUYER: FORE DREAMS, LLC  Martha Woelfel, Manager Date: 1/11/19	SELLER: TOWN OF GRAND CHUTE By: _____ Name: _____ Title: _____ Date: _____
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WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** September 21, 2018 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 **[GENERAL PROVISIONS]** The Buyer, Fore Dreams, LLC, by Martha Woelfel, Manager

4 _____, offers to purchase the Property
5 known as [Street Address] Lot 6-NW corner of Evergreen Dr
6 in the Town of Grand Chute, County of Outagamie, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Eight Hundred Thousand
9 _____ Dollars (\$ 800,000.00).

10 ■ **EARNEST MONEY** of \$ 5,000.00 accompanies this Offer and earnest money of \$ 5,000.00
11 will be mailed, or commercially or personally delivered within 3 business days of acceptance to listing broker or
12 Payable to Pfefferle Companies Trust Account

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: NA

16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** NA

19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: Commercial Local (CL)

25 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before Wednesday October 3, 2018, 5:00 PM CDT. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **[OPTIONAL PROVISIONS]** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (_____) _____

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: Bob Buckingham Town of Grand Chute 1900 W. Grand Chute Blvd 54913

50 Delivery address for Buyer: Mary Nelesen W3095 Hickory Hills Rd Chilton, WI 53014

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): robert.buckingham@grandchute.net

56 E-Mail address for Buyer (optional): hhccwoel@msn.com (Martha Woelfel) and bobr@naipfefferle.com

57 **[PERSONAL DELIVERY/ACTUAL RECEIPT]** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated NA, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and **None provided**

68
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than January 15, 2019
 71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and no others

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
 95 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
 96 ~~(written) (oral) **STRIKE ONE** lease(s), if any, are~~

97 NA. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **NA GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **NA MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written Commercial

[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 90 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$2,000,000.00 for a term of not less than 10 years, amortized over not less than 20 years. Initial monthly payments of principal and interest shall not exceed \$ 16,000.00. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \$500.00 % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

FIXED RATE FINANCING: The annual rate of interest shall not exceed 6.500 %.

ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Construction of a
307 Culvers franchised restaurant.

308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned Commercial Local
316 and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308

327 ALL THAT APPLY: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: same as Lines 306-307

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity W. Evergreen Dr ;
341 gas W. Evergreen Dr ; sewer W. Evergreen Dr ; water W. Evergreen Dr ;
342 telephone W. Evergreen Dr ; cable W. Evergreen Dr ; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (Seller's) STRIKE ONE
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other grading permit, driveway permit, CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within 30 days of acceptance, at (~~Buyer's~~) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of 2.3 acres, maximum of 2.8 acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: Seller shall provide an ALTA/NSPS Survey within 15 days prior to Closing

357 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **NA SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: **None**

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and **no others**

424

425

426

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (~~Buyer's~~) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Within 90 days of Acceptance, Seller shall provide
459 high quality fill material to balance the site to the height of the proposed driveway
460 entrance on the NorthEast side of the lot, directly West of the exit from Kwik Trip and
461 Unison Credit Union and subject to the requirements in the attached Rider. Seller shall
462 coordinate with Buyer's corporate engineers and General Contractor to ensure compliance
463 with Buyer's "Pad ready scope of work".

464

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ___ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Exhibit A, Addendum A (Environmental) is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer acknowledges receipt of the Wetland Delineation
527 Map prepared by McMahon Engineering, indicating there are no wetlands on the proposed site
528 and Seller represents there are no wetlands on the proposed site.

529 Seller shall provide properly sized utility laterals from the Town roads to the site to
530 accommodate the proposed use of the site.

531 See additional Provisions/Contingencies on the attached Rider.

532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Jeffrey J. Storch, Boardman & Clark LLP
536 _____ on September 21, 2018

537 (x) Buyer's Signature Martha Woelfel Print Name Here Fore Dreams LLC Date 9/24/2018
538 _____
539 (x) Buyer's Signature Martha Woelfel Print Name Here by Martha Woelfel, Manager Date 9/24/2018
540 _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Seller's Signature Robert L. Buckingham Print Name Here Town of Grand Chute Date 10/2/2018
547 _____
548 (x) Seller's Signature Robert L. Buckingham Print Name Here Robert L. Buckingham Date 10/2/2018
549 _____

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials _____ Date _____ Seller Initials _____ Date _____

RIDER
WB-13 Vacant Land Offer to Purchase

This Rider ("Rider") is attached to and made a part of the WB-13 Vacant Land Offer to Purchase drafted on September 6, 2018, by and between Fore Dreams, LLC ("Buyer") and Town of Grand Chute, Wisconsin ("Seller") (the "WB-13"). The WB-13 and this Rider are collectively referred to as the "Offer." Unless otherwise specified, any capitalized term not defined in this Rider shall have the meaning ascribed to such term in the WB-13.

1. Fill requirements. In addition to the fill requirements provided starting at line 458 of the WB-13, the following requirements apply:
 - a. The topsoil on the site shall be stripped at least 10 feet beyond the proposed construction areas, including areas requiring fill beyond the footprint of the building to the outer pavement limits. The topsoil shall be stockpiled on-site and later re-used as fill in landscaped areas.
 - b. After the topsoil stripping, imported fills shall be brought up to proposed site elevation subgrade (15" below proposed finish grades of asphalt and concrete) with granular backfill compacted to at least 95% compaction, based on modified Proctor methods in accordance to ASTM D1557 Design standards.
 - c. The fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement.
 - d. The fill shall not be placed while it is frozen or on frozen surfaces.
2. Additional contingencies. The Offer is contingent upon the following:
 - a. Culver's Franchising System, LLC ("CFS") approval of the Property for a Culver's franchise, including approval of a site plan for the Property that is acceptable to Buyer.
 - b. Buyer determining that all wetlands locations and restrictions relating to them affecting the Property are acceptable to Buyer, in its reasonable discretion, and will not interfere with the proposed use stated at lines 306-307 or CFS approval.
 - c. Buyer being able to install on the Property a Culver's "S1" Custom Illuminated Monument sign, in substantially the form attached, with a height of at least 14 feet.
 - d. Buyer being able to install a driveway with direct egress and ingress from Evergreen Drive, as approved by CFS.
 - e. Proper sized utility laterals stubbed into the site by Seller at its cost before closing, to accommodate the proposed use stated at lines 306-307 and CFS approval.
3. AS-IS. Despite any provisions, warranties, or representations of Seller in this Offer to the contrary, the property is being sold in "AS IS" condition, with all faults, defects, and adverse conditions, if any, whether, known or unknown, disclosed or undisclosed, and Buyer covenants not to make claims against Seller for any purpose, in recognition that Seller acquired this property in "AS IS" condition from a bank following foreclosure proceedings. Excluded from this disclaimer are Seller's obligations at lines 458-463 and at lines 525-531, all of Buyer's contingencies, the fill requirements contained in the Rider at paragraph 1.a.b.c. and d., and

notice or knowledge of conditions referenced in lines 63 and 64 and lines 163-187 and 246-278. However, Seller's notice or knowledge of conditions affecting the property or affecting the transaction at lines 63 and 64 is limited to notice or knowledge of Robert Buckingham, Community Development Director, who was the Town Official responsible for negotiating the original purchase of the property from Old National Bank and resale of the property. Robert Buckingham makes the following disclosures to Buyer as part of this Offer: (1) regarding lines 98-106 and lines 125-129, and lines 277-278 that the property may be subject to use value assessment for agricultural use purposes; and (2) regarding line 260-261 that the property is subject to Grand Chute Sanitary Districts No. 1 (for sanitary sewer), No. 2 (for water service), and No. 3 (for storm sewer) including the services, charges, and assessment associated therewith. Any and all other title exceptions referenced in the title insurance commitment to be provided by the Town of Grand Chute as Seller to Buyer for this transaction shall be deemed to have been disclosed by Robert Buckingham to Buyer, whether or not referenced in this paragraph. All Buyer's pre-closing contingencies and requirements are preserved for Buyer.

BUYER:
Fore Dreams, LLC

By: Martha Woelfel
Martha Woelfel, Manager

V3 September 21, 2018

SELLER:
Town of Grand Chute, Wisconsin

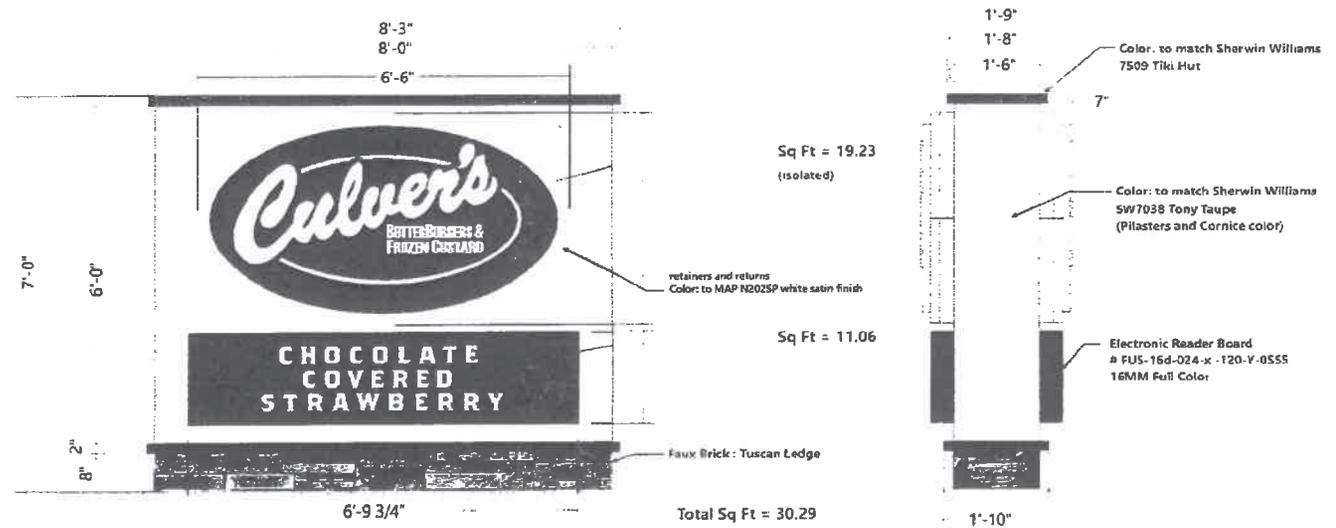
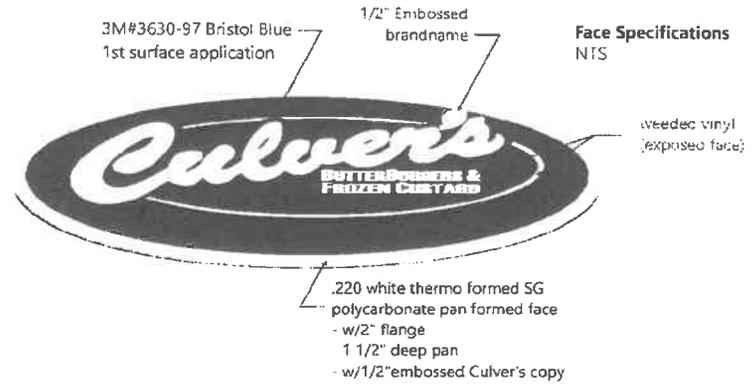
By: Robert L. Buckingham
Print Name: Robert L. Buckingham Title: Community Development Director



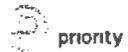
S1 Custom Illuminated Monument

New double sided monument to be installed.

Base height to be increased based on street elevation and landlord approval.



Scale = 1/2" = 1'



Revisions:
x
x
x
x

Revisions:
x
x
x
x

Revisions:
x
x
x
x

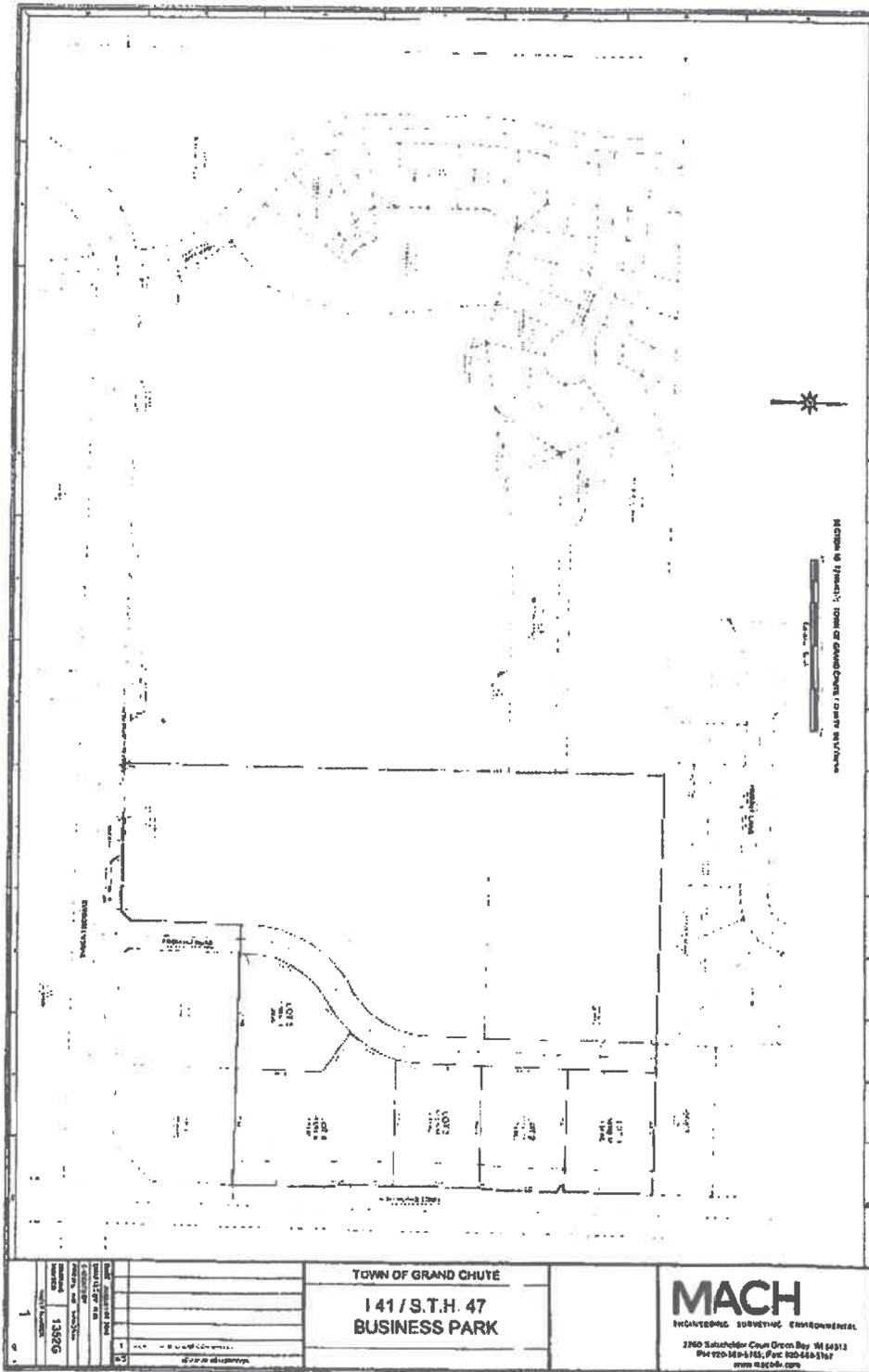
File Location:
Ar\Des\Case\Cases\Culvers

Date: 7-16-16
Designer: PB

City/State: Grand Chute, WI
PI: MC Address: TBD

Drawing #
OEE

EXHIBIT A



ADDENDUM A

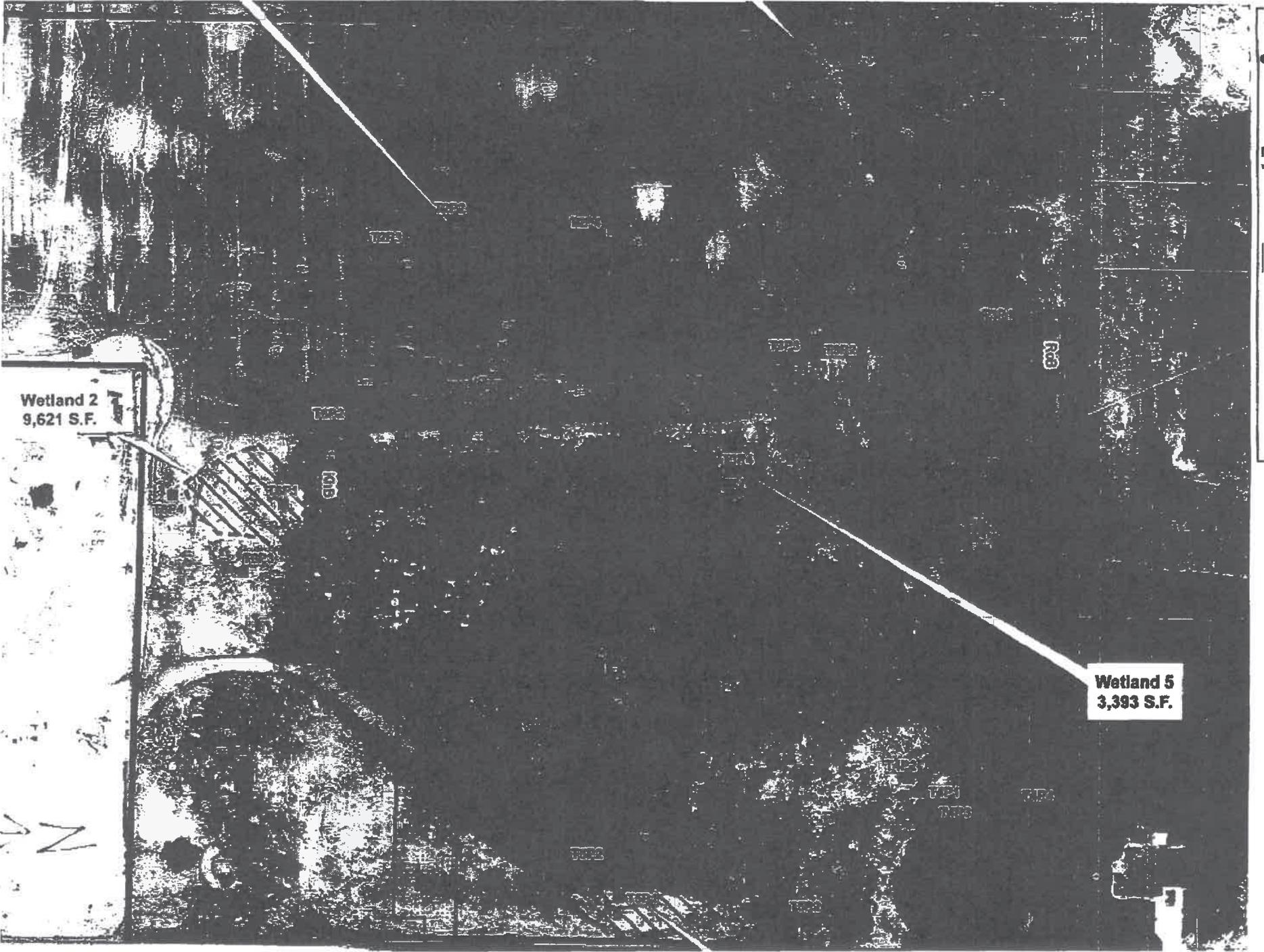
Environmental Evaluation Contingency:

This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property, at Buyer's expense, which discloses no Defects. For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within thirty (30) days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

RIGHT TO CURE: Seller shall have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.



Wetland 2
9,621 S.F.

Wetland 5
3,393 S.F.





AGENDA REQUEST
1/15/2019

TOPIC: Approve an Amendment to the Offer to Purchase from Jay Peters, for property at 4120 N. Galaxy Drive.

<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

ISSUE: Approve the Amendment to the Offer to Purchase from Jay Peters at the price of \$399,250.00.

BACKGROUND/ANALYSIS: The Town Board accepted an Offer to Purchase from Jay Peters for this property on 9/18/2018. This Offer provided a closing date of November 30, 2018, with a number of Buyer and Seller contingencies. Two issues impacted the ability to close this sale as scheduled. Due to heavy rains and wet soil conditions last Fall, the Town was unable to complete removal of the soil stockpile from the lot being sold. Additionally, both parties were unable to wrap up negotiation on contingencies designed to limit the Town's liability for unknown environmental conditions at the property. As a result, both parties allowed this original Offer to lapse and agreed to continue negotiations on a new amended Offer. That process has been completed and a mutually agreed upon Offer to Purchase is presented for Town Board approval. This Offer is for purchase of a 1.83-acre parcel located at 4120 N. Galaxy Drive, at the asking price of \$399,250.00. Closing date is scheduled on or before May 10, 2019, which allows both parties sufficient time to complete their respective contingencies. The terms of the Offer also provide environmental liability protection to the Town, as negotiated by Town Attorney Koehler. Jay Peters is owner/veterinarian of CountrySide Veterinary Services. This practice currently has a facility on E. Edgewood Drive and is looking to expand with this second location. In addition to clinical services, the new building will also provide space for pet daycare, a coffee shop, and one open space for a future business tenant. Estimated value for this development is \$2.0 - \$3.0 million. This lot and all other lots with frontage along Richmond Street will only be allowed street access from Galaxy Drive, which currently terminates just north of Evergreen Drive. The extension of this road to the Town's north property line is being designed now for construction to start early this year. The funding source for this work is Tax Increment District No. 2.

RECOMMENDATION: Staff recommends Town Board approval of the Amendment to the Offer to Purchase from Jay Peters for a 1.83-acre parcel at 4120 N. Galaxy Drive, at the price of \$399,250.00.

FISCAL IMPACT: BUDGET
Land sale proceeds are applied toward retiring Tax Increment District No. 2 debt.

ATTACHMENTS: Site Map and Offer to Purchase from Jay Peters.

CERTIFIED SURVEY MAP

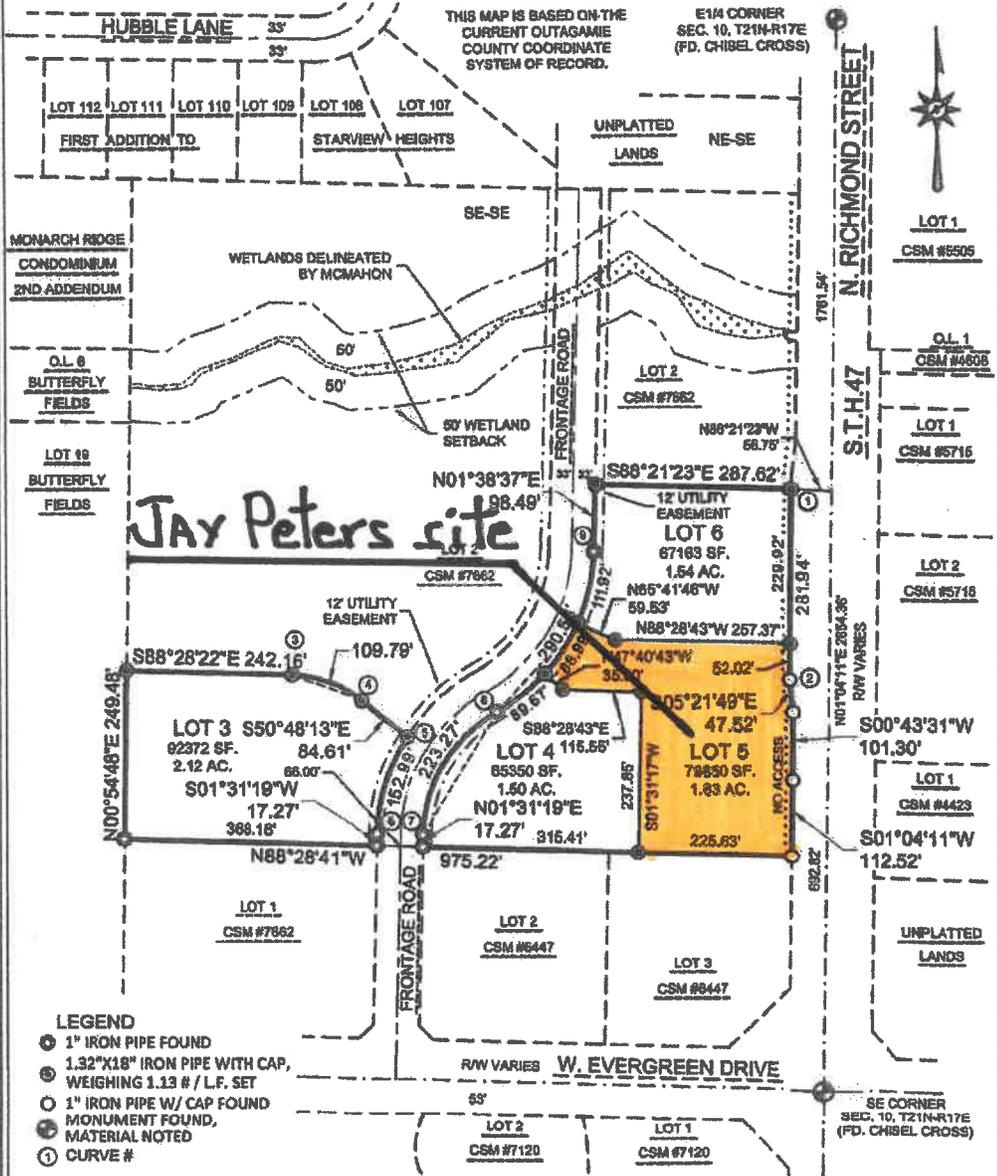
PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7662, OUTAGAMIE COUNTY RECORDS, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, T21N-R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



NORTH IS REFERENCED TO EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 10, T21N-R17E, RECORDED TO BEAR N01°04'11"E.

THIS MAP IS BASED ON THE CURRENT OUTAGAMIE COUNTY COORDINATE SYSTEM OF RECORD.

E1/4 CORNER SEC. 10, T21N-R17E (FD. CHIBEL CROSS)



- LEGEND**
- ① 1" IRON PIPE FOUND
 - ② 1.32"x18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
 - ③ 1" IRON PIPE W/ CAP FOUND
 - ④ MONUMENT FOUND, MATERIAL NOTED
 - ⑤ CURVE #

MACHIV
PROFESSIONAL - SURVEYING - ENGINEERING
2210 Sandhollow Court Green Bay, WI 54910
Phone: 920-837-7777 Fax: 920-837-7777
www.machiv.com

CLIENT: TOWN OF GRAND CHUTE
DRAFTED BY: RJO
TAX PARCEL NO.: 101038000

SCALE:
1"=200'

SHEET: 1 OF 3
PROJECT NO. 1488-03-18
DRAWING NO. 1441

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON January 7, 2019 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Jay Peters, or his assigns

4 _____, offers to purchase the Property
5 known as [Street Address] 4120 North Galaxy Drive, also identified as "Lot 5" on attached proposed CSM
6 in the Town _____ of Grand Chute, County of Outagamie, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Three Hundred Ninety-nine Thousand, Two Hundred Fifty
9 _____ Dollars (\$ 399,250.00).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 NAI Pfefferle is currently holding earnest money of \$5,000.00 in trust

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: Buyer has the right to remove clean fill
16 which may be available on nearby property owned by Seller for Buyer's use in site work improvements relating to the Property.

17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A

19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: general commercial

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before January 18, 2019. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Bob Rossi c/o NAI Pfefferle; Atty Charles D. Koehler

41 Buyer's recipient for delivery (optional): Nick Salm c/o Bomier Properties; Atty Steven P. Krause

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 200 E Washington St, Ste 2A, Appleton, WI 54911; Chuck Koehler, 800 N Lynndale, Appleton, WI

50 Delivery address for Buyer: Bomier Properties; 5553 Waterford Ln, Appleton, WI 54913; Steve Krause; 51 Park Place, Appleton WI

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): bobr@naipfefferle.com; CKoehler@herrlingclark.com

56 E-Mail address for Buyer (optional): nick@bomier.com; stevekrauselaw@att.net

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's Disclosure Report dated XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and Addendum A.

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than May 10, 2019
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
- 81 Current assessment times current mill rate (current means as of the date of closing)
- 82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84 _____.

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____.

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 **BUYER IS ADVISED TO CHECK WITH THE APPLICABLE CITY, TOWN OR VILLAGE FOR ADDITIONAL SHORELAND ZONING RESTRICTIONS, IF ANY.**
 146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written SBA first mortgage loan
191 commitment on the vacant lot purchase through Wells Fargo [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within 60 days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ 387,460.00 for a term of not less than 25 years, amortized over not less than 25 years.
194 Initial monthly payments of principal and interest shall not exceed \$ 2,379.34. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.500 %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: retail/office and veterinary
 307 services including animal day care

308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~)
 315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned commercial -- office /
 316 retail and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) ~~STRIKE ONE~~ ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (~~Seller's~~) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~

327 ~~ALL THAT APPLY:~~ conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
 328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (~~Seller's~~) ~~STRIKE~~
 330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) ~~STRIKE ONE~~ ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: retail/office including veterinary services and animal day care pursuant to Buyer's proposed Site Plan

337

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (~~Seller's~~) ~~STRIKE ONE~~ ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE:~~ electricity at lot line _____;

341 gas at lot line _____; sewer at lot line _____; water at lot line _____;

342 telephone at lot line _____; cable at lot line _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (~~Seller's~~) ~~STRIKE ONE~~
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) ~~STRIKE ONE~~ ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering
 349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (~~Buyer obtaining~~) (Seller providing) ~~STRIKE ONE~~ ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within 60 days of acceptance, at (~~Buyer's~~) (~~Seller's~~) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
 354 expense. The map shall show ~~minimum of~~ 1.83 acres, ~~maximum of~~ _____ acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and; staking of all corners of the Property

357 ~~[STRIKE AND COMPLETE AS APPLICABLE]~~ Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and provided that none of the foregoing prohibit Buyer's intended use
424 of the Property.

425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~Buyer's~~ **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 20 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 10 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 ~~an inspection of~~ a Phase I Environmental Site Assessment of the Property
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
 511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
 515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

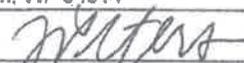
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum A and the attached proposed Certified Survey Map is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**
 527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Steven P. Krause of Krause & Krause, 51 Park Place,
 536 Appleton, WI 54914 on January 7, 2019

537 (x)  JAY B PETERS January 7, 2019
 538 Buyer's Signature ▲ Print Name Here ► Jay Peters Date ▲

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by)

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
 TOWN OF GRAND CHUTE

546 (x) _____ By:
 547 Seller's Signature ▲ Print Name Here ► Robert L. Buckingham Date ▲

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
 551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A
TO OFFER TO PURCHASE

A 1.83 ACRE PARCEL LOCATED AT
4120 NORTH GALAXY DRIVE AND IDENTIFIED AS "LOT 5"
ON THE ATTACHED PROPOSED CERTIFIED SURVEY MAP,
TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN,
DATED JANUARY 7, 2019

The terms and conditions of this Addendum A shall be deemed to be incorporated into and a part of the attached Vacant Land Offer to Purchase (the "Offer") for the property described above located in the Town of Grand Chute, Outagamie County, Wisconsin. If there are any conflicts or inconsistencies between the terms and conditions of this Addendum A and the terms and conditions in the Offer, the terms and conditions in this Addendum A shall control.

1. **Inspections and Feasibility Study.** Buyer shall have until on or before April 15, 2019, to inspect and conduct a feasibility study and cost analysis for their intended use of the Property. If for any reason, at Buyer's sole discretion, Buyer finds the cost for their development unfeasible for their intended use, Buyer shall serve written notice to Seller on or before April 15, 2019, and this Offer shall become null and void and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
2. **Utilities to Site.** Seller agrees to provide all utilities to the Property as soon as reasonably possible but no later than August 15, 2019.
3. **Town Road Installation.** Seller agrees, at Seller's cost, to provide a public roadway to the Property to the Town of Grand Chute specifications as soon as reasonably possible but no later than September 15, 2019.
4. **Municipal Sign Code.** Buyer shall have 30 days from acceptance of Offer to review the Town of Grand Chute Municipal signage code. If Buyer, at Buyer's sole direction, is unsatisfied with how the municipal signage code affects the Property, Buyer shall serve written notice within 30 days from acceptance of Offer to Seller and this offer shall become null and void and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
5. **Town Disclosures.** With respect to notice or knowledge of conditions referenced in lines 63-64, lines 163-187, and lines 246-278 of the Offer, Seller's notice or knowledge of conditions affecting the Property or affecting the transaction are limited to the notice or knowledge of Robert Buckingham, Town of Grand Chute Community Development Director, who was the Town official responsible for negotiating the original purchase of the Property and adjacent property from Old National Bank and is also the

Town official responsible for the resale of such property. Buyer acknowledges that Robert Buckingham has made the following disclosures to Buyer as part of this Offer:

(a) Regarding lines 98-106 and lines 125-129, and lines 277-278 of the Offer, the Property may be subject to "use value" assessment for agricultural use purposes;

(b) Regarding lines 185-187 of the Offer, the Property may contain an abandoned, out-of-service well; and

(c) Regarding lines 260-261 of the Offer, the Property is subject to Grand Chute Sanitary Districts No. 1 (for sanitary sewer), No. 2 (for water service), and No. 3 (for storm sewer) including the services, charges and assessments associated therewith.

In the event that either Seller or Buyer locates an abandoned, out-of-service well on the Property, Seller shall bear responsibility for its abandonment and the reporting of same in conformity with all applicable Wisconsin Department of Natural Resources regulations/requirements.

In the event that any contaminated soils may be discovered in any existing "stockpiling" of soils on or adjacent to the Property, Seller shall bear responsibility for the removal of such pile or piles and to ensure that there are no contaminated soils left on the ground's surface of where such piles were removed.

Other than the above referenced notice or knowledge of conditions affecting the Property or affecting the transaction as limited to the notice or knowledge of Robert Buckingham, and other than Buyer's acknowledgment of the above referenced disclosures made by Robert Buckingham, and Seller's responsibility for well abandonment and contaminated soil removal as set forth above, Seller is selling the property in its "AS-IS" condition, with all faults, defects and adverse conditions, if any, whether known or unknown, disclosed or undisclosed, and Buyer covenants not to make claims against Seller for any purpose in recognition that Seller acquired this Property in its "AS-IS" condition from Old National Bank following a foreclosure proceeding. Nothing set forth in this paragraph 5, however, shall limit or prohibit Buyer from exercising any of its due diligence rights under the Offer or from exercising any of Buyer's rights under any pre-closing contingencies set forth in the Offer.

The Town shall use its reasonable best efforts, weather permitting, to remove the soil stockpile located near the Property as soon as possible in the spring of 2019. Seller and Buyer acknowledge that the timing of the removal of such soil will impact the ability and timing of Seller providing utilities and a public roadway to the Property as provided in paragraphs 2 and 3 above.

CERTIFIED SURVEY MAP

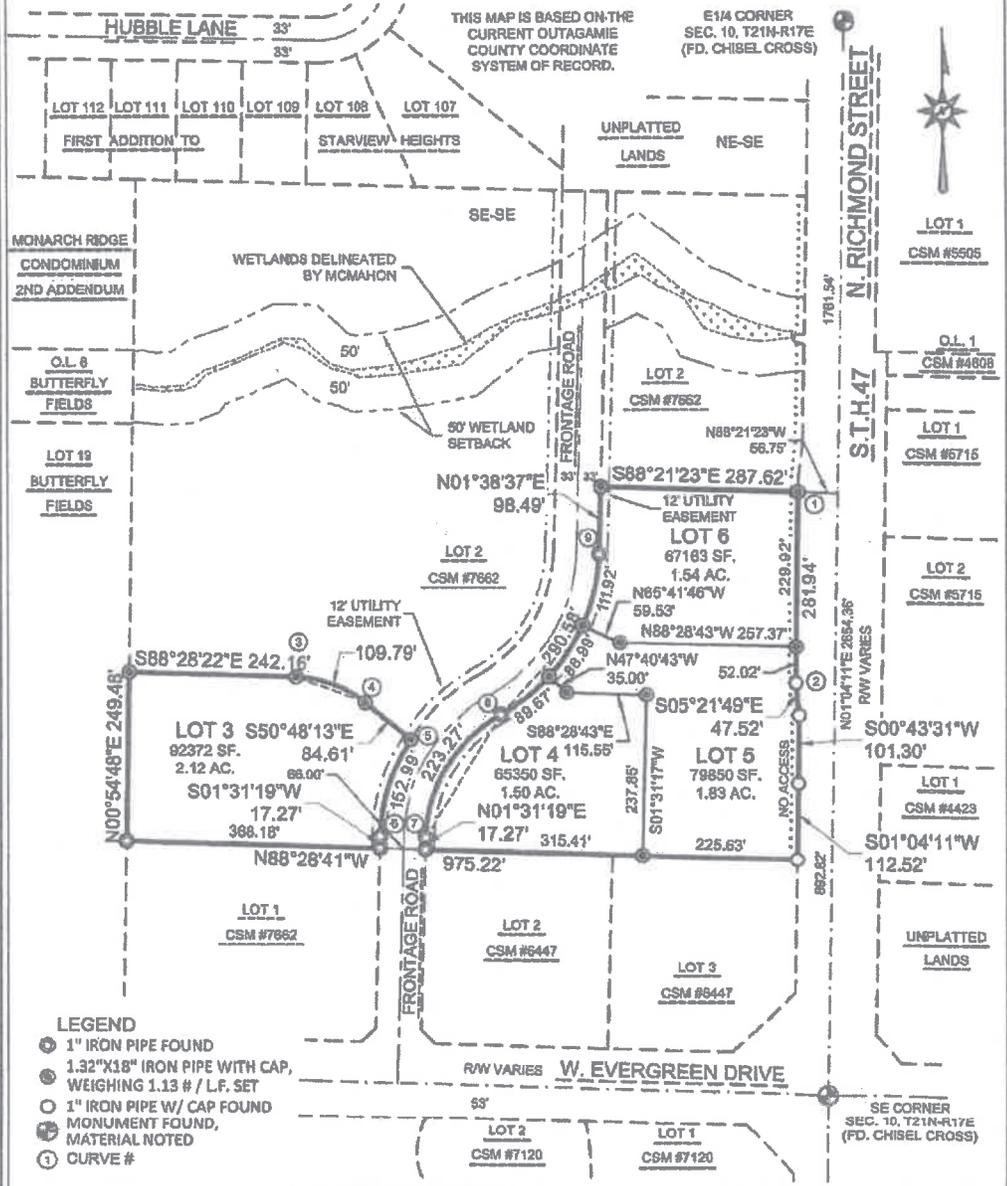
PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7662, OUTAGAMIE COUNTY RECORDS, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, T21N-R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



NORTH IS REFERENCED TO EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 10, T21N-R17E, RECORDED TO BEAR N01°04'11"E.

THIS MAP IS BASED ON THE CURRENT OUTAGAMIE COUNTY COORDINATE SYSTEM OF RECORD.

E1/4 CORNER SEC. 10, T21N-R17E (FD. CHISEL CROSS)



- LEGEND**
- ① 1" IRON PIPE FOUND
 - ② 1.32"X18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
 - ③ 1" IRON PIPE W/ CAP FOUND
 - ④ MONUMENT FOUND, MATERIAL NOTED
 - ⑤ CURVE #

MACHIV
ENGINEERING - SURVEYING - ENVIRONMENTAL
1280 Doherty Court Green Bay, WI 54910
PH 920-837-7861 FAX 920-868-6297
www.machiv.com

CLIENT: TOWN OF GRAND CHUTE
DRAFTED BY: RJO
TAX PARCEL NO.: 101038000

SCALE:
1"=200'

SHEET: 1 OF 3
PROJECT NO. 1498-03-18
DRAWING NO. 1441



AGENDA REQUEST
1/15/2019

TOPIC: Discuss/action on a petition request to clear snow and perform winter maintenance on the Gillett Street trail.

<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: Public Works	Submitted By: Karen M. Heyrman, P.E. <i>kmh</i> Deputy Director of Public Works

ISSUE: The attached petition is asking the Town to clear snow and perform winter maintenance on the N. Gillett Street trail that was constructed in 2018. All those signing the petition were informed in a letter that their request would come before the Town Board on January 15, 2019. The letter stated that the staff recommendation would be to include this trail in our winter maintenance policy once the connection on W. Elsner Road is complete.

BACKGROUND/ANALYSIS: A trail was constructed on the east side of N. Gillett Street between W. Evergreen Drive and W. Elner Road in 2018. Staff reviewed the trail additions during our annual snow plow meeting on November 12, 2018. The consensus was that snow removal on this section would be recommended once the connection to the Edgewood Acres trail was complete along W. Elsner Road which is planned for 2019. The map of maintained trails in our Winter Maintenance Policy update will come before the Town Board in fall of 2019. It will include the trails on N. Gillett Street (0.6 miles), W. Elsner Road (0.4 miles), and through the Edgewood Acres Subdivision (0.5 miles). Another addition that will be considered is the trail that will be complete on N. Casaloma Drive between STH 15 and W. Capitol Drive (0.5 miles). This will be an extension to the currently maintained 2.8 mile Casaloma/Mall trail. There are also plans to continue the trail along W. Evergreen Drive from N. Gillett Street to the east. This section and the existing trail along W. Evergreen Drive to N. Richmond Street that is not currently maintained (0.8 miles total) could also be considered.

The attached map shows the existing trail on N. Gillett Street, in the Edgewood Acres Subdivision, and the Grand Chute Blvd. trail along with the connections planned for 2019. Snow removal is currently completed with a pickup truck on trails. The addition of N. Gillett Street, W. Elsner Road, and the Edgewood Acres Subdivision is estimated to add 2 hours to the existing trail route.

RECOMMENDATION: The staff recommendation is to clear snow and perform winter maintenance on the N. Gillett Street Trail after the Winter Maintenance Policy is updated to include this section.

FISCAL IMPACT: N/A
 Snow and ice is cleared within 24 hours from the time the snow ceases to accumulate on trails. No overtime is used to clear trails.

ATTACHMENTS:

Attachment No. 1 – December 8, 2018 petition.

Attachment No. 2 – December 28, 2018 letter response to petition.

Attachment No 3 – Map of Grand Chute Snow Removal for Sidewalks & Trails in the N. Gillett Street area.

December 8, 2018

Village of Grand Chute
Public Works

900 W Grand Chute Blvd

Grand Chute, WI 54913

Karen Heyrman

Dear Ms. Heyrman:

As residents of Grand Chute, living in the neighborhood near the new Gillette Street road project, we want to express our appreciation for the new walking/biking path that was installed on Gillette.

A few of the residences along the path route have shoveled snow/ice from the path, but the majority have not cleared the path.

We'd like to request that the Village of Grand Chute maintain the new path during the winter so that the residents of Grand Chute can use the path without the risk of falling on the ice.

Thank you,

Barbara & Gary Hartwig
1481 W. Casual Ct.

Wesley Hartwig

Brett Schuler
433 N Skyway Ln
Appleton WI 54913

Lynn Kolbe
4242 N Skyway Ln.

Ken Leclerc
4342 N Skyway Ln

Debbie Rinaldi
1435 W Casual Ct

Richard Rasmussen
4370 Skyway Lane

Mark Eisenmann
4382 Skyway Lane

Mark Littlejohn
4358 Skyway Lane

**DEPARTMENT OF PUBLIC
WORKS**

1900 W Grand Chute Blvd, Grand Chute WI 54913
PH. 920-832-1581 FAX 920-832-6036
www.grandchute.net

December 28, 2018

Gary & Barbara Hartwig
1481 W. Casual Court
Appleton, WI 54913

Re: Request for Winter Trail Maintenance
Gillett Street Urbanization Project

Dear Property Owner:

We have received the petition dated December 8, 2018 requesting the Town of Grand Chute clear snow from the new trail installed on Gillett Street.

We will bring your request to the January 15, 2019 Town Board meeting. The staff's recommendation will be to include this trail in our winter maintenance policy once the connection on Elsner Road is complete. The trail on Elsner Road is planned to be completed during the Elsner Road Urbanization project in 2019.

The Town of Grand Chute would like to thank you for your interest and support in the development of the Town's trail systems. If you should have any further questions or concerns, please feel free to contact me at (920) 832-1581.

Sincerely,

Town of Grand Chute
Department of Public Works

Karen Heyrman
Deputy Director of Public Works

KH/clg

2019 Meeting Calendar

Plan Comm 6:00 p.m./San Dist & Town Board 6:30 p.m.
 CDA 4:30 p.m.
 Park Comm 5:00 p.m.
 Election

JANUARY

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DECEMBER

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AGENDA REQUEST
1/15/2019

TOPIC: College Ave. Speed Reduction Request.

<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: Police Department	Submitted By: Mike Velie, Police Captain

ISSUE: Shall the Town Board support efforts to reduce the speed limit on College Ave. between Casaloma Drive and Mayflower Drive

BACKGROUND/ANALYSIS:

Over the last few years we have been closely monitoring traffic accidents at the intersection of College Ave. and McCarthy Road. Since Costco opened in November of 2015, we've seen an increase in injury related accidents at that intersection. This memo is to summarize the crash data and provide a recommendation for reducing the number of injury-related accidents until College Ave. is reconstructed in 2020.

Between November of 2012 and November of 2015 we investigated 25 vehicle accidents at the intersection of College Ave. and McCarthy Road. Of those 25 crashes, seven, or 28%, were injury-related accidents. By comparison, after Costco opened in November of 2015 through November of 2018 we investigated 42 accidents at College Avenue and McCarthy Road, which is a 68% increase in the number of accidents at that intersection. What is most concerning is the increase in injuries as a result of the accidents. Of the 42 accidents 21, or 50%, were injury-related accidents. Since November of 2018, two very serious injury accidents occurred at that intersection. One involved a vehicle that became airborne, injuring four occupants in the vehicle, and the other seriously injured a 39 year old female right before Christmas.

The reasons for these accidents vary. Some failed to yield to cross-traffic on College Ave. while others became confused at the intersection causing them to attempt to cross College Ave without stopping at the first stop sign. Unfortunately, when human error occurs on high-speed roadways serious injuries and death occur. Regardless of the cause, many of these accidents were exacerbated by the high speeds being traveled by the striking vehicle. Slowing traffic down will allow drivers more time to react when mistakes happen.

In 2020, College Ave will undergo a significant reconstruction. As part of that construction project, the intersection of College Ave and McCarthy Road will be converted into a round-about intersection. This will likely reduce the number of injury-related accidents at this location. Knowing this change is scheduled for 2020, we are focused on attempting to make this intersection safer between now and the 2020 reconstruction project. With that being said, the Police Department has reached out to Outagamie County with a request to reduce the speed limit on College Ave. from 55mph to 45mph. We believe slowing down traffic travelling east and west on College Ave. will increase reaction time of drivers on both roadways. We also believe slowing down traffic to 45mph will reduce the seriousness of some of the accidents occurring between now and 2020. At this point, Outagamie County has not been receptive to our request, citing the impending reconstruction. As such, we are bringing this issue to the Board's attention in an effort to gain Board support for the request.

As businesses continue to build and expand in this area of the town, we are expecting the number of vehicles using this intersection to grow. In fact, Home 2 Suites is scheduled to open in early 2019 creating additional traffic around the College Ave. and McCarthy Road intersection. We believe slowing down vehicles travelling east and west on College Ave. is a reasonable and cost-effective solution until the 2020 reconstruction, but also one that is necessary to reduce the likelihood of serious injury to motorists traversing this intersection.

Should you have any questions about my findings or recommendations, please feel free to contact me.

RECOMMENDATION: Staff recommends that the Town Board support efforts to reduce the speed limit on College Ave. between Casaloma Drive and Mayflower Drive

FISCAL IMPACT: N/A

ATTACHMENTS:



AGENDA REQUEST
01/15/2019

TOPIC: FEMA Grant Submission by Fire Department

<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: Fire Department	Submitted By: Timothy Bantes, Fire Chief

ISSUE: Shall the Town Board approve submission of a Fire Prevention and Safety Grant to the Federal Emergency Management Agency (FEMA) in the amount of \$109,500 to fund purchasing of 7,300 Stovetop Firestop Units for multi-family dwelling oven range hoods.

BACKGROUND/ANALYSIS:

The Town of Grand Chute has a large and diverse group of apartment complexes, We have a *total* of 339 apartment buildings with 4,628 total individual living units. Of these, 261 buildings and 3,556 individual living units (77%) are *non-sprinklered* and the majority are wood frame. Our goal is to reduce the potential for a fire started by carelessness of cooking.

By providing the Stovetop Firestop units, we would proactively attempt to reduce the number of flaming cooking fires and also the "near misses"--incidents that could have easily resulted in fires had they not been caught and/or reported in time (ie: unattended cooking or when someone falls asleep while cooking).

A number of high risk residents live in multi-housing residences. These people include: Severe and mildly physically and/or mentally disabled adults, vulnerable adults/children, college students, and elderly residents. Most of these facilities have cooking capabilities within each unit.

Between 1/1/2000 and 2/21/2018, there have been 228 "Building Fires" in Grand Chute, with 57 of them being fires in multi-family dwellings caused by careless cooking. Estimated total loss for **all** "Building Fires", regardless of ignition source, in this time period, has been \$10,594,638. With 339 apartment buildings and 4,628 total individual living units in Town, the **potential** for large loss of life and property is great.

Nationally, in 2010-2014, the NFPA reported that U.S. fire departments responded to an average of 166,100 structure fires that involved cooking per year. These fires caused an average of 480 civilian fire deaths, 5,540 civilian fire injuries, and \$1.1 billion in direct property damage.

RECOMMENDATION:

Staff recommends approving submission of a Fire Prevention and Safety Grant to the Federal Emergency Management Agency in the amount of \$109,500

These grant funds will be used to purchase "Stovetop Firestop" systems in high risk multi-housing residences to minimize cooking related fires and injuries. Priority first would be **non-sprinklered** multi-family dwellings. Provide a minimum of two (2) units per living unit range hood, which will cover a typical 4 burner stove.

Specific information on these units can be found at: <http://www.stovetopfirestop.com/>

FISCAL IMPACT:

This is a federal grant with an "Applicant Share" portion. The **total** grant is in the amount of **\$109,500**, with **\$104,286** being the federal share, and the Town's 5% Applicant Share contributed portion being **\$5,214**.

ATTACHMENTS: