

MEETING	DATE	TIME	LOCATION
---------	------	------	----------

Town Board	Thursday, January 3, 2019	Immediately Follows Sanitary District Meeting	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room
------------	---------------------------	--	--

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 – December 18, 2018
2. Licensing: (*applications on file in the clerk's office*)(*License Committee recommends approval*)
 - a. Operator Licenses:
 - 1) Approval of Applications to expire: 2020 dated 12/7/18
 - b. 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

E. FINANCIAL REPORTS

1. Approval of Voucher List – January 3, 2019

F. NEW BUSINESS

1. Plan Commission Recommendations:
 - a. Grand Chute Official Map 2018 Amendments. *Ordinance No. O-01-2019*. Planner Patza to report results from 1/3/2019 PC meeting.
2. Appraisal Services Agreement with Tyler Technologies, Inc. for 2019 Annual Assessment Services in the amount of \$125,000.00.
3. 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.

G. RESOLUTIONS

1. 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.

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 – DECEMBER 18, 2018

CALL TO ORDER/ROLL CALL

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

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

STAFF: Jim March, Town Administrator; Bob Buckingham, Community Development Director; Greg Peterson, Police Chief; Tim Bantes, Fire Chief; Julie Wahlen, Finance Director; Bob Heimann, IT Director; Katie Schwartz, Director of Public Works; Karen Heyrman; Deputy Public Works Director; Brent Braun, IT; Mike Patza, Town Planner; Phyl Peters, Police Department; several police officers; Attorney Rossmeissl, Herring Clark Law Offices; Carl Sutter, McMahon Associates

OTHERS: 4 signed attendance

APPROVAL OF AGENDA/ORDER OF THE DAY

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

OATH OF OFFICE – Police Officer Leah Johnson

Chief Peterson shared Police Officer Leah Johnson’s background information and accomplishments.

Clerk Cain swore in Police Officer Johnson.

PUBLIC INPUT

Ron Wolf, 4615 N. Richmond Street, wanted to discuss item number 5 on the agenda, 2019 Elsner Road project, specifically the cost of the project. His property is on Willow Lane and Elsner Road. He asked for preliminary numbers, which he received from Katie Schwartz and Karen Heyrman, \$148,000 for Willow Lane. If he borrows it could end up being \$228,000 for his section of the road. His taxes are almost \$50,000 per year. In the last four years, he paid \$180,000 in taxes for Town services, which he feels is for snow removal and the services from the Fire Department. He estimated that he will end up paying \$1.2 million for the road over the next two years. He feels like he would need to increase his resident’s rent by \$500 in order to pay for the assessment, which he does not want to do. He is looking to retire and doesn’t want to go into debt. He believes some of the costs for Starview Heights should have went into the road. He stated nothing has been done on this road in eighteen years. He keeps trying to develop on the corner and has brought in 70 employees, who also pay taxes.

CONSENT AGENDA

Approval of Regular Meeting minutes – December 4, 2018 and Special Meeting minutes – October 24, 2018

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

Operator’s License Applications to expire: 2020 dated 11/30/18

Change of Agents:

Ultimate Mart, LLC dba Pick N’ Save #118, 2400 W. Wisconsin Avenue, appoints Daniel P. Kamps

Kwik Trip, Inc. dba Kwik Trip #205, 710 W. Evergreen Drive, appoints Laci S. Dorn

Kwik Trip, Inc. dba Kwik Trip #175, 4520 W. Greenville Drive, appoints Christine A. McKay

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

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

FINANCIAL REPORTS

Approval of Voucher List – December 18, 2018

\$1,147,618.45 (93362-93415); Payroll \$353,510.01; ACH \$262,193.46

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

NEW BUSINESS

Plan Commission Recommendations:

CUP-11-18 Conditional Use Permit requested by the Town of Grand Chute to allow grading and filling associated with the installation of culverts for the reconstruction of W. Elsner Road. Director Buckingham to reports results from 12/18/2018 PC meeting.

Dir. Buckingham reported that the Plan Commission recommended approval.

Motion (Nooyen/Davidson) to approve CUP-11-18. Motion carried.

CSM-20-18 Certified Survey Map approval requested by Lynda R. Salaman and Valley Investments LLC, 2101 & 2221 N. Olde Casaloma Drive, for a two-lot CSM with roadway dedication. Director Buckingham to reports results from 12/18/2018 PC meeting.

Dir. Buckingham reported that the Plan Commission recommended approval.

Motion (Thyssen/Nooyen) to approve CSM-20-18. Motion carried.

Approve STH 96/Wisconsin and Westhill Blvd. Improvements Change Order #4, Contract 2017-01, increasing the amount by \$4,511.20.

Motion (Sherman/Nooyen) to approve.

This was due to the DOT requesting extra signage that was not shown in the original plan.

Motion carried.

Approve Amendment 1 to the Professional Services Agreement with Ayres Associates Inc. for Design and Consulting Services for the Street Reconstruction of N. McCarthy Road in the amount of \$56,234.00.

Motion (Sherman/Nooyen) to approve.

Appointment of Joy Sisler to the Zoning Board of Appeals, filling the unexpired term of Cheryl Ulrich (term expiring May 2021).

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

Approve the special assessment methodology for the 2019 Elsner Road urbanization project.

Motion (Sherman/Davidson) to approve.

Dir. Schwartz provided a brief explanation of the plan.

Chairman Schowalter clarified the Town is covering 77% of the cost of the \$3 million dollar project, while the other 23% is being assessed.

Supv. Sherman wanted clarification of the option to defer assessment for water main for hookup for ten years if they have another system in place.

Chairman Schowalter asked if there would be a Public Hearing associated with the project and Dir. Schwartz stated there would be.

Motion carried.

Approval of Professional Services Agreement with McMahon Associates Inc., for civil engineering services in the design, bidding, and construction inspection/administration for the extension of Evergreen Drive west and north from Gillett Street to the railroad tracks, in the amount of \$123,680.00 (TID No. 2 expenditure).

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

Approve Morrison Street Reconstruction Change Order #2, Contract 2016-19, increasing the amount by \$20,706.65.

Mr Sutter explained that this project was completed a year ago. The contractor did not submit the required information to be paid. This way beyond the time limit. He did inform the contractor of this and was asked to bring this to the Board. The contractor made a verbal claim, but they are required to submit it in writing. He asked numerous times to have the claim drafted in order to submit it to the Board last winter.

Chairman Schowalter asked if the Town doesn't pay for it, who does? Carl Sutter clarified the contractor would.

Supv. Nooyen wanted clarification that the contractor was aware they were supposed to submit this claim.

Supv. Sherman suggested denying the claim and the contractor could appeal if they chose to do so. He felt it should be at cost with no mark-ups added to the cost.

Carl Sutter will draft a letter to the contractor and mention they could appeal if they wish. He will have the Board review the letter before he sends it.

Atty. Rossmeissl stated typically the court would follow the contractual language.

Motion (Sherman/Davidson) to deny. Motion carried.

Approve the County/Municipal Agreement for French Road traffic and planning study from STH 96 to CTH JJ at an estimated cost share of \$6,666.66.

Motion (Nooyen/Sherman) to approve and add it to the 2019 budget adjustment. Motion carried.

Approve Amendment 2 to the Professional Services Agreement with Ayres Associates Inc. for Design and Consulting Services for the street reconstruction on N. McCarthy Road in the amount of \$14,000.00.

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

Approval of the Police Union contract.

Motion (Thyssen/Sherman) to defer until second meeting in January. Motion carried.

RESOLUTION

Resolution TBR-39-2018 requesting the Wisconsin Department of Transportation begin the planning, design, and expansion of Interstate 41 (I-41) to six lanes between the Fox Cities and Green Bay Metropolitan Areas.

Motion (Nooyen/Davidson) to approve TBR-39-2018. Motion carried.

ORDINANCE

Ordinance 23-2018 updating the fee schedule for 2019.

Motion (Thyssen/Sherman) to approve O-23-2018. Motion carried.

CLOSED SESSION

Motion to convene in Closed Session via ROLL CALL VOTE pursuant to 19.85(1)(e) - Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. (Fire Station property) and 19.85(1)(c) - Consideration of employment, promotion, compensation or performance evaluation data of any public employee of the Town of Grand Chute (Administrator review and year-end reviews).

Motion (Nooyen/Sherman) to convene in Closed Session via Roll Call vote: Sherman – Aye; Thyssen – Aye; Davidson – Aye; Nooyen – Aye; Schowalter – Aye. Motion carried.

Roll call taken at 7:08 p.m.

Chairman Schowalter, Supervisors Thyssen, Sherman, Nooyen, and Davidson, Administrator March, Clerk Cain, and Attorney Rossmeissl attended the Closed Session. The Closed Session commenced at 7:10 p.m.

Motion (Nooyen/Schowalter) to adjourn Closed Session and reconvene the regular meeting.

Meeting reconvened at 7:59 p.m.

NEW BUSINESS CONTINUED

Discussion/Action of closed session items.

Motion (Nooyen/Davidson) to accept the offer to purchase for the Highview Drive property in the amount of \$415,000 and that the property is sold “as is.” Motion carried.

Motion (Schowalter/Sherman) to approve a \$5,000 performance bonus for Dir. Wahlen and Dir. Buckingham for helping bring the Champion Center to fruition. Motion carried.

Motion (Schowalter/Davidson) to approve a two percent increase for the Administrator and a \$5,000 performance bonus for helping bring the Champion Center to fruition. Motion carried.

ADJOURNMENT

Motion (Thyssen/Nooyen) to adjourn meeting.

Meeting adjourned at 8:01 p.m.

These minutes were taken at a regular meeting held on December 18, 2018 and entered in this record book, December 19, 2018 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
Depew, Shannon M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Johnson, Jessica K	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaul, Roxanne J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
King, Elora A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nussbaum, Rachel E	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Silva, Stefanie A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steffel, Alyssa A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Taczala, Danielle M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Volpe II, Dennis P	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zepeda, Zarick A	pending <input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 12/14/18

RENEWAL

	Approve	Deny
Ehrenberg, Nathan J	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 12/14/18

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
93472	01/03/2019	WISCONSIN CHIEFS OF POLI	1375	7704 MEMBERSHIP DUES	10-17-52120-321	80.00
93472	01/03/2019	WISCONSIN CHIEFS OF POLI	1753	7750 MEMBERSHIP DUES	10-17-52110-321	130.00
Total 93472:						210.00
93473	01/03/2019	WISCONSIN DEPT OF TRANS	39511464471	TRAILS CASALOMA/STH 15	55-14-57331-000	9,516.86
Total 93473:						9,516.86
93474	01/03/2019	WITTHUHN PRINTING CO. INC	8333	FORMS PRINTING	10-11-52400-320	295.90
Total 93474:						295.90
93475	12/27/2018	DAVIDSON, KURT	122618-17	TLE PAYMENT PARCEL 17 SPENCER STREET	55-14-57331-000	600.00
Total 93475:						600.00
Grand Totals:						472,595.29

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
93418	12/20/2018	DAVIDSON, KURT	121418-17	TLE PAYMENT PARCEL 17 SPENCER STREET	55-14-57331-000	525.00
Total 93418:						525.00
93420	12/20/2018	LINDBERG ERIC & BECKY	121818-44	TLE PAYMENT PARCEL 44 SPENCER ST PROJECT	55-14-57331-000	2,500.00
Total 93420:						2,500.00
93421	12/20/2018	OUTAGAMIE COUNTY TREAS	122018-157	SHORELAND CONDITIONAL USE PERMIT-BURAN	55-14-57331-000	450.00
Total 93421:						450.00
93422	12/20/2018	WE ENERGIES	0475-274-330-	DEC 2018 ENERGY COSTS TOWN HALL BLDGS	10-18-51600-220	47,857.86
Total 93422:						47,857.86
93425	01/03/2019	ACC AUTOMATED COMFORT	22863	REPAIR MOTOR IN POLICE GARAGE	10-18-51600-360	1,511.73
Total 93425:						1,511.73
93426	01/03/2019	ALL FLAGS LLC	725724	AMERICAN FLAGS	10-13-52200-360	165.55
Total 93426:						165.55
93427	01/03/2019	ALL-LIFT SYSTEMS	0398061-IN	GR100 ALLOY CHAIN 1/2"	10-14-53313-350	135.75
Total 93427:						135.75
93429	01/03/2019	ARMS, INC	0254592	ADMIN SHREDDING	10-18-51400-290	95.00
Total 93429:						95.00
93430	01/03/2019	AYRES ASSOCIATES	178107	MCCARTHY RD DESIGN & CONSTRUCTION SVCS	48-09-56900-210	10,058.76
Total 93430:						10,058.76
93431	01/03/2019	BAYCOM	122618	MDC COMPUTERS	10-18-51400-810	28,805.00
Total 93431:						28,805.00
93432	01/03/2019	C & C WELL SERVICE	2693	WELL ABANDONMENT @ 4017 N RICHMOND ST	46-09-57725-000	1,670.50
Total 93432:						1,670.50
93433	01/03/2019	CASPER'S TRUCK EQUIPMEN	0032925-IN	SPREADER CONTROL	10-14-53313-350	581.07
Total 93433:						581.07
93434	01/03/2019	CITY OF APPLETON	1189	USE OF RECYCLING SITES FOR GRASS/BRUSH-O	10-14-53635-290	4,166.66
93434	01/03/2019	CITY OF APPLETON	1221	3RD QTR SIGNAL MAINTENANCE PROGRAM	10-14-53311-348	1,726.82
Total 93434:						5,893.48
93435	01/03/2019	CIVIC PLUS	180403	PARK RENTAL REVENUE SALES TAX	10-00-24310	171.52

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 93435:						171.52
93436	01/03/2019	COTTINGHAM & BUTLER INSU	124394	4 OF 4 COMPENSATION STUDY	10-18-51400-210	5,400.00
Total 93436:						5,400.00
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926730.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	3,925.95
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926730.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	765.60
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	5,289.00
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	2,049.30
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	393.10
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	910.00
93437	01/03/2019	CRESCENT ELECTRIC SUPPL	S505926744.0	LIGHT FIXTURES FOR TOWN HALL BLDG	10-18-51600-360	589.65
Total 93437:						13,922.60
93438	01/03/2019	DLT SOLUTIONS LLC	122618	AUTOCAD ANNUAL SUBSCRIPTION RENEWAL	10-16-55200-290	789.97
Total 93438:						789.97
93439	01/03/2019	FEDEX	638324784	MAILING	10-10-51502-311	42.48
Total 93439:						42.48
93441	01/03/2019	HEARTLAND BUSINESS SYST	280909-H	ANNUAL PHONE SUPPORT	10-18-51400-290	4,566.23
Total 93441:						4,566.23
93442	01/03/2019	HER GER	121718	REFUND FOR BD131172-6	10-15-45100	25.20
Total 93442:						25.20
93443	01/03/2019	HOLTGER BROS INC	172583	FIBER WORK TO MISTY LN WATER TOWER	55-18-57190-000	13,353.64
Total 93443:						13,353.64
93445	01/03/2019	JOHNSON CONTROLS FIRE P	20650057	FIRE ALARM TEST & INSPECTION FOR 2019	10-18-51600-290	1,395.64
93445	01/03/2019	JOHNSON CONTROLS FIRE P	20660373	FIRE ALARM SYSTEM SVC TOWN CENTER PARK B	10-16-55200-290	365.00
Total 93445:						1,760.64
93446	01/03/2019	KNOPS ROBBYN	121118	RESTITUTION FROM THOMAS ZIER 5G8056RPH8	10-15-45100	290.00
Total 93446:						290.00
93448	01/03/2019	L & S TRUCK CENTER	270001	REPAIR FIRE TRUCK	10-14-53313-350	1,743.27
Total 93448:						1,743.27
93449	01/03/2019	LAKESIDE OIL COMPANY INC	6522588-4155	4,596 GALLONS UNLEADED FUEL	10-14-53311-344	12,864.64
Total 93449:						12,864.64
93450	01/03/2019	LOW VOLTAGE SOLUTIONS L	1227	SQUAD CHANGE-OVER	10-17-52100-811	1,062.72

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 93450:						1,062.72
93451	01/03/2019	MACH IV	6301	CHAMPION CTR ROADS CIVIL DESIGN	48-09-56900-290	6,950.00
93451	01/03/2019	MACH IV	6302	EVERGREEN BUS. PARK	45-19-56910-210	12,025.00
Total 93451:						18,975.00
93452	01/03/2019	MARTENSON & EISELE INC	57682-R	WETLAND DELINEATION-ROW MCCARTHY RD	48-09-56900-210	2,818.04
Total 93452:						2,818.04
93453	01/03/2019	MCMAHON	0912259	GIS SUPPORT	10-09-56900-290	252.51
93453	01/03/2019	MCMAHON	0912547	WHITE HAWK MEADOWS 4-PHASE B ONSITE REP	55-14-57333-000	571.20
93453	01/03/2019	MCMAHON	0912569	DRAINAGE FACILITIES CHECK	10-11-52400-210	16.20
93453	01/03/2019	MCMAHON	0912570	EROSION CONTROL INSPECTION	10-11-52400-210	16.30
93453	01/03/2019	MCMAHON	0912571	DRAINAGE FACILITIES CHECK	10-11-52400-210	16.20
93453	01/03/2019	MCMAHON	0912574	DRAINAGE FACILITIES CHECK	10-11-52400-210	48.60
93453	01/03/2019	MCMAHON	0912575	EROSION CONTROL INSPECTION	10-11-52400-210	81.50
93453	01/03/2019	MCMAHON	0912577	DRAINAGE FACILITIES CHECK	10-11-52400-210	3,415.86
93453	01/03/2019	MCMAHON	0912578	EROSION CONTROL INSPECTION	10-11-52400-210	819.50
93453	01/03/2019	MCMAHON	0912579	DRAINAGE FACILITIES CHECK	10-11-52400-210	129.48
93453	01/03/2019	MCMAHON	0912580	DRAINAGE FACILITIES CHECK	10-11-52400-210	16.20
93453	01/03/2019	MCMAHON	0912581	DRAINAGE FACILITIES CHECK	10-11-52400-210	32.40
93453	01/03/2019	MCMAHON	0912584	CONSTR ADMIN/ONSITE REP-N GILLETT ST	55-14-57331-000	9,600.78
93453	01/03/2019	MCMAHON	0912585	MORRISON ST RECONSTRUCTION	55-14-57331-000	1,261.00
93453	01/03/2019	MCMAHON	0912586	GREEN GROVE PLAT - CONSTR ADMIN	55-14-57331-000	282.18
93453	01/03/2019	MCMAHON	0912587	EVERGREEN DR - ST DESIGN/H&H PERMIT	46-09-57300-290	1,789.98
93453	01/03/2019	MCMAHON	0912588	DRAINAGE PLAN REVIEW	10-00-23008	25.00
93453	01/03/2019	MCMAHON	0912589	EVERGREEN DR POINTS AT PIONEER CEMETARY	55-14-57331-000	817.45
93453	01/03/2019	MCMAHON	0912590	DRAINAGE PLAN REVIEW	10-11-52400-210	1,100.24
93453	01/03/2019	MCMAHON	0912591	APPLE CREEK RD BOX CULVERT-DESIGN/PERMIT	10-14-53311-210	3,501.70
93453	01/03/2019	MCMAHON	0912592	FRENCH RD BOX CULVERT ENG SVCS	10-14-53311-210	1,567.70
93453	01/03/2019	MCMAHON	0912593	WOODMAN DR - DESIGN SVCS	55-14-57331-000	1,342.50
93453	01/03/2019	MCMAHON	0912594	GILLETT ST ELSNER-EDGEWOOD DESIGN SVCS	55-14-57331-000	63.00
93453	01/03/2019	MCMAHON	0912595	N EVERGREEN DR - FILL PLAN	46-09-57725-000	52.50
93453	01/03/2019	MCMAHON	0912596	DRAINAGE PLAN REVIEW	10-00-23008	226.61
93453	01/03/2019	MCMAHON	0912597	DRAINAGE PLAN REVIEW	10-00-23008	437.23
93453	01/03/2019	MCMAHON	0912602	CASALOMA DR CONSTR ADMIN/ONSITE REP	55-14-57331-000	16,558.32
Total 93453:						44,042.14
93454	01/03/2019	OAK CREEK POLICE DEPART	120218	HONOR GUARD TRAINING	10-17-52100-330	550.00
Total 93454:						550.00
93455	01/03/2019	OPG-3 INC	3004	LASER FICHE ANNUAL SUPPORT	10-18-51400-290	7,817.94
Total 93455:						7,817.94
93456	01/03/2019	OUTAGAMIE COUNTY	119157	SPANISH TRANSLATION	10-17-52110-210	73.47
Total 93456:						73.47
93457	01/03/2019	OUTAGAMIE COUNTY TREAS	1017280	ASSIST WITH HIGHWAY MAINTENANCE	10-14-53311-290	10,896.29
93457	01/03/2019	OUTAGAMIE COUNTY TREAS	119237	ELECTION PUBLICATION	10-12-51440-320	318.03

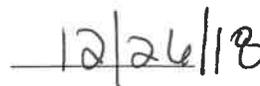
Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
93457	01/03/2019	OUTAGAMIE COUNTY TREAS	5822	LANDFILL USE FOR RESIDENTIAL WASTE - NOV 2	10-14-53620-290	18,074.25
Total 93457:						29,288.57
93458	01/03/2019	PACKER CITY INTERNATIONA	X103066943:0	FLUID.FLEETRITE UELC 5050 GAL	10-14-53313-350	26.97
Total 93458:						26.97
93459	01/03/2019	PATTERSON, MICHAEL	122618	CLOSED UTILITY ACCOUNT REFUND	64-00-23201	50.00
Total 93459:						50.00
93460	01/03/2019	PROFESSIONAL SERVICE IND	00603031	SOIL TESTING SVCS	46-09-57725-000	331.00
Total 93460:						331.00
93461	01/03/2019	RETTLER CORPORATION	2014	COMPREHENSIVE OUTDOOR REC STRATEGY FO	10-16-55200-210	11,770.00
Total 93461:						11,770.00
93462	01/03/2019	ROBERT E LEE & ASSOCIATE	74813	GROUNDWATER MONITORING - LANDFILL	10-14-53631-290	768.92
Total 93462:						768.92
93463	01/03/2019	SPILLMAN TECHNOLOGIES, I	39609	RMS SOFTWARE	10-17-52110-810	40,600.00
Total 93463:						40,600.00
93464	01/03/2019	SYSTEMS TECHNOLOGIES	704030	REPLACED 3 CAT6 JACKS THAT WERE BAD	10-18-51400-290	113.31
Total 93464:						113.31
93466	01/03/2019	TRAFFIC ANALYSIS & DESIGN	12105	SIGNAL WARRANTS AT GRANDE MARKET DRIVE	10-14-53311-210	688.00
Total 93466:						688.00
93467	01/03/2019	TRANSCENDENT TECHNOLO	M2747	ANNUAL SOFTWARE MAINTENANCE	10-19-51501-290	2,170.00
Total 93467:						2,170.00
93468	01/03/2019	TWO RIVERS PUBLIC SCHOO	122618	TWO C4500 CISCO FIBER SWITCHES	10-18-51400-810	2,450.00
Total 93468:						2,450.00
93469	01/03/2019	TYLER TECHNOLOGIES INC	060-9863	ANNUAL ASSMT SVCS	10-10-51502-290	7,330.00
Total 93469:						7,330.00
93470	01/03/2019	VINTON CONSTRUCTION CO	1360-17-01 #3	PAY REQ #3 STH 96 IMPROVEMENTS	47-09-57733-000	135,216.56
Total 93470:						135,216.56
93471	01/03/2019	WI LAW ENFORCEMENT ACC	120818	MEMBERSHIP DUES-2019	10-17-52110-321	650.00
Total 93471:						650.00

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
12/12/2018	DELTA DENTAL	236637	GROUP 2 DENTAL CLAIMS	10-00-13001	2,349.60
Total 181212001:					2,349.60
12/12/2018	THE HARTFORD GROUP	323194482811	LIFE INSURANCE	11-18-59200-511	3,200.68
12/12/2018	THE HARTFORD GROUP	518241492816	FWRW LIFE INSURANCE	10-00-13001	187.54
Total 181212002:					3,388.22
12/14/2018	PITNEY BOWES GLOBAL FINA	121418	POSTAGE	10-18-51400-311	500.00
Total 181214001:					500.00
12/14/2018	GC POLICE BENEVOLENT AS	121418	GCPBA DEPOSIT	10-00-21590	36.00
Total 181214002:					36.00
12/14/2018	SERVICE CHARGE	121418	SERVICE CHARGE NOVEMBER 2018	10-19-48110	537.60
Total 181214003:					537.60
12/18/2018	GROUP INSURANCE ETRPAY	121818	JANUARY 2019 HEALTH INSURANCE	10-00-21531	143,993.72
Total 181218001:					143,993.72
12/19/2018	BENEFIT ADVANTAGE	412155	GCMW MED	10-00-13001	208.00
Total 181219001:					208.00
12/19/2018	DELTA DENTAL	237758	GROUP 2 DENTAL CLAIMS	10-00-13001	1,867.70
Total 181219002:					1,867.70
12/20/2018	CITY OF APPLETON	1220181	SEWER FOR EAST SIDE	64-04-82600-290	2,572.33
Total 181220001:					2,572.33
Grand Totals:					155,453.17

Angie Cain, Clerk:



Dated:



Check Issue Date	Check Number	Payee ID	Payee	Amount
12/28/2018	93423	3	GRAND CHUTE PROFESSIONA	954.00-
12/28/2018	93424	5	WISCONSIN SCTF	1,042.68-
12/28/2018	181228001	1003	VELIE, DUANE A	1,800.77-
12/28/2018	181228002	1005	PRAHL, TODD W	2,083.28-
12/28/2018	181228003	1007	ERTL, MICHAEL T	1,435.32-
12/28/2018	181228004	1008	GRODE, ROBERT W	1,368.67-
12/28/2018	181228005	1011	URBAN, JOHN J	1,369.32-
12/28/2018	181228006	1015	HARTFIEL, BRIAN M	908.63-
12/28/2018	181228007	1024	ARFT, MICHAEL J	1,623.65-
12/28/2018	181228008	1025	STINGLE, GREGORY A	1,153.58-
12/28/2018	181228009	1027	COENEN, RANDY N	1,843.66-
12/28/2018	181228010	1030	FULCER, SAMUEL R	990.86-
12/28/2018	181228011	1043	BUCKINGHAM, ROBERT L	4,716.57-
12/28/2018	181228012	1049	BUTTERIS, JERROD B.	1,185.84-
12/28/2018	181228013	1052	WALL, BRIAN P	1,394.00-
12/28/2018	181228014	1053	KIPPENHAN, JEFF C	1,071.18-
12/28/2018	181228015	1055	VELIE, ADAM P	1,019.30-
12/28/2018	181228016	1056	MALSYZYCKI, TYLER L	968.47-
12/28/2018	181228017	1057	HEYRMAN, KAREN M	1,471.07-
12/28/2018	181228018	1061	EASTMAN, BRIAN J	557.11-
12/28/2018	181228019	1062	GAFFNEY, PATRICK P	423.46-
12/28/2018	181228020	1063	SCHWARTZ, KATHRYN A	2,428.43-
12/28/2018	181228021	2022	SCHOWALTER, DAVID A	450.84-
12/28/2018	181228022	2024	NOOYEN, JEFFREY T	380.21-
12/28/2018	181228023	2026	THYSSEN, TRAVIS J	379.36-
12/28/2018	181228024	2031	KLASEN, CHARLES W	529.64-
12/28/2018	181228025	3003	MAUTHE, ANGELA M	1,124.87-
12/28/2018	181228026	3007	MARCH, JAMES V	6,469.15-
12/28/2018	181228027	3008	NATE, CARY J	2,322.40-
12/28/2018	181228028	3009	KOPECKY, JEFFRY D	1,810.51-
12/28/2018	181228029	3012	ST JULIANA, LENO J	2,162.69-
12/28/2018	181228030	3014	OLEJNICZAK, TRACY L	1,287.90-
12/28/2018	181228031	3016	BAXTER, MARY J	1,292.45-
12/28/2018	181228032	3017	TIMM, BARBARA M	536.47-
12/28/2018	181228033	3020	RIEMER, NANCY L	1,015.30-
12/28/2018	181228034	3022	PEETERS, CARRIE L	551.58-
12/28/2018	181228035	3027	SCHUH, LISA J	1,138.23-
12/28/2018	181228036	3033	THIEL, ERIC J	1,439.32-
12/28/2018	181228037	3034	CAIN, ANGIE M	1,356.82-
12/28/2018	181228038	3045	WAHLEN, JULIE M	4,890.54-
12/28/2018	181228039	3046	MILLER, ELIZABETH A.	1,236.16-
12/28/2018	181228040	3047	HEIMANN, ROBERT J	28,782.13-
12/28/2018	181228041	3048	BERKERS, SANDRA J	354.47-
12/28/2018	181228042	3050	WALLENFANG, DAVID J	1,169.57-
12/28/2018	181228043	3053	SOK, SAM A	1,230.89-
12/28/2018	181228044	3054	PATZA, MICHAEL D	1,728.88-
12/28/2018	181228045	3055	VAN EPEREN, ALISSA R	1,350.01-
12/28/2018	181228046	3056	BRAUN, BRENT J	1,917.30-
12/28/2018	181228047	3060	VANDEN WYNGAARD, BROOKE	544.86-
12/28/2018	181228048	3061	GRETZINGER, CARRIE L	1,690.01-
12/28/2018	181228049	3062	WELK, DEBRA A	512.07-
12/28/2018	181228050	4015	SHERMAN, BRUCE D	230.04-
12/28/2018	181228051	4023	HAGEN, JOY A	32.32-
12/28/2018	181228052	4054	JONES, JOHN E	32.32-
12/28/2018	181228053	4056	PRUSINSKI, TREVOR W	1,011.31-
12/28/2018	181228054	4063	CAREY, LARRY P	41.56-
12/28/2018	181228055	4064	SCOTT, NATHAN A	32.32-

Check Issue Date	Check Number	Payee ID	Payee	Amount
12/28/2018	181228056	4065	FISCHER, JENNIFER B	32.32-
12/28/2018	181228057	5005	TIEDT, DAVID L	46.17-
12/28/2018	181228058	5025	DREIER, THOMAS J	83.11-
12/28/2018	181228059	5031	BURICH, DON	36.94-
12/28/2018	181228060	5032	BONGERS, CHARLES J	36.94-
12/28/2018	181228061	5033	DAVIDSON, ERIC E	381.21-
12/28/2018	181228062	5034	BERLICK, DAVID R	36.94-
12/28/2018	181228063	6000	HELING, MARK	4.70-
12/28/2018	181228064	6001	KASRIEL, MATTHEW E	2,150.24-
12/28/2018	181228065	6006	WOODFORD, ALEXANDER J	1,197.29-
12/28/2018	181228066	6018	DEBRULER, MICHAEL L	2,139.60-
12/28/2018	181228067	6020	DANIELS, MICHAEL S	237.33-
12/28/2018	181228068	6021	GEISSLER, MICHAEL L	2,059.49-
12/28/2018	181228069	6026	OLSON, ROBERT C	1,949.49-
12/28/2018	181228070	6027	BERGLUND, ERIC S	1,589.42-
12/28/2018	181228071	6028	THORSON, WADE J	1,581.06-
12/28/2018	181228072	6031	CZECHANSKI, ANDREW P	1,686.09-
12/28/2018	181228073	6037	CLARK, JOHN B	397.78-
12/28/2018	181228074	6039	JAPE, CHRISTOPHER E	1,503.31-
12/28/2018	181228075	6040	SIEGMANN, CHAD E	1,504.33-
12/28/2018	181228076	6043	SCHIPPER, ROBERT J	1,581.71-
12/28/2018	181228077	6048	NELSEN, MARK J	485.09-
12/28/2018	181228078	6050	PAVASARIS, RAIMONDS P	1,618.94-
12/28/2018	181228079	6051	LAZCANO, RAUL M	2,033.12-
12/28/2018	181228080	6054	MARTIN, CHAD R	2,003.71-
12/28/2018	181228081	6066	PALTZER, BRAD L	1,637.33-
12/28/2018	181228082	6068	RISTAU, JEREMY L	1,267.75-
12/28/2018	181228083	6069	PAULSON, DAVID J	635.89-
12/28/2018	181228084	6074	STARK, AARON W	1,626.36-
12/28/2018	181228085	6080	BIESE, JASON D	281.51-
12/28/2018	181228086	6081	HAGENOW, BONNIE K	140.75-
12/28/2018	181228087	6082	CAHAK, JACOB D	1,439.66-
12/28/2018	181228088	6084	GRETZINGER, WILLIAM J	686.11-
12/28/2018	181228089	6085	SCHOMMER, BRIAN P	2,119.15-
12/28/2018	181228090	6092	BANTES, TIMOTHY A	2,462.60-
12/28/2018	181228091	6094	HACKETT, WILLIAM O	229.20-
12/28/2018	181228092	6095	HANSON, JEREMY B	5.21-
12/28/2018	181228093	6122	SCHOMMER, NICHOLAS P	635.87-
12/28/2018	181228094	6123	FELAUER, SAMUEL A	408.61-
12/28/2018	181228095	6124	GONZALEZ, ANTHONY C III	118.50-
12/28/2018	181228096	6127	SOKOL, BENJAMIN F	237.01-
12/28/2018	181228097	6128	TORRES, MITCHELL R	544.25-
12/28/2018	181228098	6130	BARBER, SHAWN J	127.77-
12/28/2018	181228099	6133	KLEMENTZ, JOHN V	254.14-
12/28/2018	181228100	6135	PORTER, KODY L	1,158.16-
12/28/2018	181228101	6136	SWEDBERG, KURT I	23.95-
12/28/2018	181228102	6137	TEWS, ISAAC E	1,160.79-
12/28/2018	181228103	6138	GRUNWALD, DREW W	1,343.89-
12/28/2018	181228104	6139	ALGUIRE, JOSEPH P	199.92-
12/28/2018	181228105	6140	GREEN, DERRICK T	238.16-
12/28/2018	181228106	6141	HOAGLIN, TAYLOR J	246.44-
12/28/2018	181228107	6142	REHRAUER, SETH L	135.98-
12/28/2018	181228108	6143	SIEWERT, BRADLEY A	239.01-
12/28/2018	181228109	6144	VAN BEEK, COLE A	153.36-
12/28/2018	181228110	7001	PETERSON, GREG I	2,870.14-
12/28/2018	181228111	7003	STEINKE, SCOTT M	2,546.16-
12/28/2018	181228112	7008	REIFSTECK, RANDY W	1,624.26-

Check Issue Date	Check Number	Payee ID	Payee	Amount
12/28/2018	181228113	7018	KONS, BENJAMIN J	2,328.72-
12/28/2018	181228114	7024	GOLLNER, AMANDA M	1,571.61-
12/28/2018	181228115	7025	PROFANT, KATIE J	2,126.25-
12/28/2018	181228116	7027	VELIE, MICHAEL G	2,094.67-
12/28/2018	181228117	7030	CALLAWAY, SCOTT M	1,697.83-
12/28/2018	181228118	7035	CLEMENT, JENNIFER L	2,578.45-
12/28/2018	181228119	7040	BLAHNIK, RUSSELL D	3,744.67-
12/28/2018	181228120	7041	ENNEPER, SHAWN R	1,847.40-
12/28/2018	181228121	7047	BOHLEN, JOSHUA D	1,878.61-
12/28/2018	181228122	7053	JAEGER, COLETTE R	2,160.44-
12/28/2018	181228123	7055	VANDEN BERG, TED M	1,407.50-
12/28/2018	181228124	7056	MAAS, MARK H	2,427.13-
12/28/2018	181228125	7061	DIEDRICK, AMANDA M	1,136.22-
12/28/2018	181228126	7068	RENKAS, MICHAEL A	2,387.13-
12/28/2018	181228127	7073	TEIGEN, JOSEPH D	1,896.46-
12/28/2018	181228128	7076	GRIESBACH, PATRICK E	1,895.65-
12/28/2018	181228129	7084	FEUCHT, DANIEL A	540.75-
12/28/2018	181228130	7086	KEEN, SUSAN M	12.09-
12/28/2018	181228131	7088	PETERS, PHYLLIS J	1,292.41-
12/28/2018	181228132	7093	PERZ, KARI L	1,185.06-
12/28/2018	181228133	7098	LATZA, CHERYL A	341.36-
12/28/2018	181228134	7101	VUE, LIA	1,695.69-
12/28/2018	181228135	7108	GRIER-WELCH, DYLAN F	1,758.68-
12/28/2018	181228136	7109	WAAS, TRAVIS J	1,527.14-
12/28/2018	181228137	7110	POUPORE, LOGAN T	1,686.74-
12/28/2018	181228138	7114	MCFAUL, WENDY S	910.92-
12/28/2018	181228139	7115	DOWNEY, DANIELLE	1,645.74-
12/28/2018	181228140	7118	MENKE, CALEB D	1,616.22-
12/28/2018	181228141	7119	SHEPHERD, JAMES M	1,657.66-
12/28/2018	181228142	7121	QUELLA, JACOB J	306.06-
12/28/2018	181228143	7125	NOTHEM II, STEVEN R	2,013.63-
12/28/2018	181228144	7127	FREVILLE, ERIC M	2,103.92-
12/28/2018	181228145	7131	MORTON, PETER R	559.78-
12/28/2018	181228146	7132	SPENCER, JAKE M	370.53-
12/28/2018	181228147	7135	KISLEWSKI, JOSHUA A	1,825.77-
12/28/2018	181228148	7136	LA LUZERNE, BRYCE A	1,943.24-
12/28/2018	181228149	7137	KRAMER, LEAH R	621.99-
12/28/2018	181228150	7138	LATZA, GEORGE K	341.36-
12/28/2018	181228151	7139	WEISNIGHT, AUSTIN C	2,211.87-
12/28/2018	181228152	7140	MILLER, ADAM	1,947.62-
12/28/2018	181228153	7141	DAVIS, DYLAN J	543.07-
12/28/2018	181228154	7142	JOHNSON, LEAH M	1,357.22-
12/28/2018	181228155	7143	LANTAGNE, DYLAN J	522.79-
12/28/2018	181228156	7144	PATINO VERA, EDUARDO	1,548.71-
12/28/2018	181228157	7145	DRAEGER, KALI A	1,187.74-
12/28/2018	181228158	7146	GRUENSTERN, LUCAS D	388.35-
12/28/2018	181228159	8015	JANSSEN, AARON J	32.32-
12/28/2018	181228160	8021	CROSBY, PAMELA A	32.32-
12/28/2018	181228161	8035	PETERSEN, KAREN A	73.88-
12/28/2018	181228162	8045	STADEL, ROBERT W	32.32-
12/28/2018	181228163	8050	ULRICH, CHERYL A	32.32-
12/28/2018	181228164	8062	BOECKERS, DUANE J	32.32-
12/28/2018	181228165	8063	GUSTAFSON, KIERSTEN L	32.32-
12/28/2018	181228166	8064	SCHULTZ, DANIEL W	32.32-
12/28/2018	181228167	7	DEFERRED COMP	8,443.26-
12/28/2018	181228167	7	DEFERRED COMP	3,090.09-
12/28/2018	181228168	1	EFTPS	20,060.11-

Check Issue Date	Check Number	Payee ID	Payee	Amount
12/28/2018	181228168	1	EFTPS	20,060.11-
12/28/2018	181228168	1	EFTPS	5,201.32-
12/28/2018	181228168	1	EFTPS	5,201.32-
12/28/2018	181228168	1	EFTPS	46,143.85-
12/28/2018	181228169	8	FLEX SPENDING	2,323.14-
12/28/2018	181228169	8	FLEX SPENDING	769.20-
12/28/2018	181228170	2	WISCONSIN DEPT OF REVENUE	19,057.34-
12/28/2018	201812261	1050	MARQUARDT, THOMAS J	
12/28/2018	201812262	7059	SCHULTZ, HOLLY J	
Grand Totals:				
	180			355,511.28-

MEMORANDUM

To: Chairman Schowalter and Plan Commission members
From: Robert Buckingham, Community Development Director
Date: December 13, 2018
Subject: 2018 Official Map Amendments

BACKGROUND

The 2018 amendments to the Town Official Map are presented for your consideration. The changes noted on the map reflect the outcome of actions taken during the course of this year. The attached Ordinance O-01-2019 will be the method for approving the amendments to the Official Map. An explanation of each proposed change follows:

- A-1 Extension of Harmony Lane per CSM No. 7529.** This CSM provided the dedication of right-of-way for the extension of Harmony Lane and the creation of a new residential lot.
- A-2 Name change from Whispering Groves Park to Maple Edge Park.** The new neighborhood park in the Whispering Groves subdivision was renamed after the street on which it is located.
- A-3 Hunters Lane cul-de-sac and roadway reservation changes.** The cul-de-sac end of this road was reconfigured and a roadway reservation for future extension of Hunters Lane was removed from the Official Map.
- A-4 Establish street reservations for W. Champion Drive and N. Silverspring Drive.** These future roadways (construction in 2019) will provide access from McCarthy Road and Greenville Drive to the Fox Cities Champion Center and surrounding properties.
- A-5 N. Westhill Boulevard street extension.** The redevelopment of the former National Envelope Corp. site (Wisconsin Ave & I41) prompted the reconstruction of the Wisconsin/Westhill intersection, including dedication of right-of-way for extension of Westhill Blvd. north of Wisconsin Avenue.
- A-6 Changed directional prefix for Forestbrook Lane.** For uniformity with the Town's street grid, the directional prefix for this private road was changed from "N." to "S."
- A-7 W. Evergreen Dr. street reservation.** This street reservation extends Evergreen Drive from its current terminus west of Gillet Street, to a future intersection with Grand Chute Blvd. The portion of this future roadway located east of the CN rail line is scheduled for construction in 2019. Pending the outcome of a petition to allow a railroad crossing the remaining portion of the roadway, to Grand Chute Blvd., would be constructed at some future time.
- A-8 Naming of STH 47 frontage road as N. Galaxy Drive and partial roadway dedication.** This frontage road will extend from Evergreen Drive to CTH JJ in the future. CSM 7662 provided for the dedication of a portion of this road north from Evergreen Drive (construction in 2019). The official name of this roadway is established as N. Galaxy Drive.
- A-9 through A-12 Leeman, Apple Ridge, E. Edgewood, North Edgewood Annexations.** Municipal boundary changes are mapped to reflect four annexations to Appleton in the northeast corner of the Town.

RECOMMENDATION

Staff supports a Plan Commission recommendation for Town Board adoption of Ordinance O-01-2019, amending the Town of Grand Chute Official Map.

TOWN OF GRAND CHUTE

ORDINANCE, SERIES OF O-01-2019

AN ORDINANCE AMENDING THE TOWN OF GRAND CHUTE OFFICIAL MAP ESTABLISHED AND ADOPTED IN CHAPTER 475 OF THE MUNICIPAL CODE OF THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

WHEREAS, Chapter 476 of the Town of Grand Chute Municipal Code provides for adoption of an Official Map, pursuant to Section 62.23 of the Wisconsin Statutes; and,

WHEREAS, it is necessary to amend said Official Map periodically in order to show new streets, and to amend or add planned future street extensions.

NOW THEREFORE BE IT ORDAINED by the Town Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin, that the Official Map is hereby amended as shown on the attached Exhibit "A". Said Exhibit "A" is available for viewing at the Community Development Department of the Town of Grand Chute, and on the Town's web site.

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

Approved and adopted this _____ day of _____, 20____.

Town of Grand Chute

Number Voted For _____
Number Voted Against _____

David A. Schowalter
Town Chairman

Angie Cain
Town Clerk

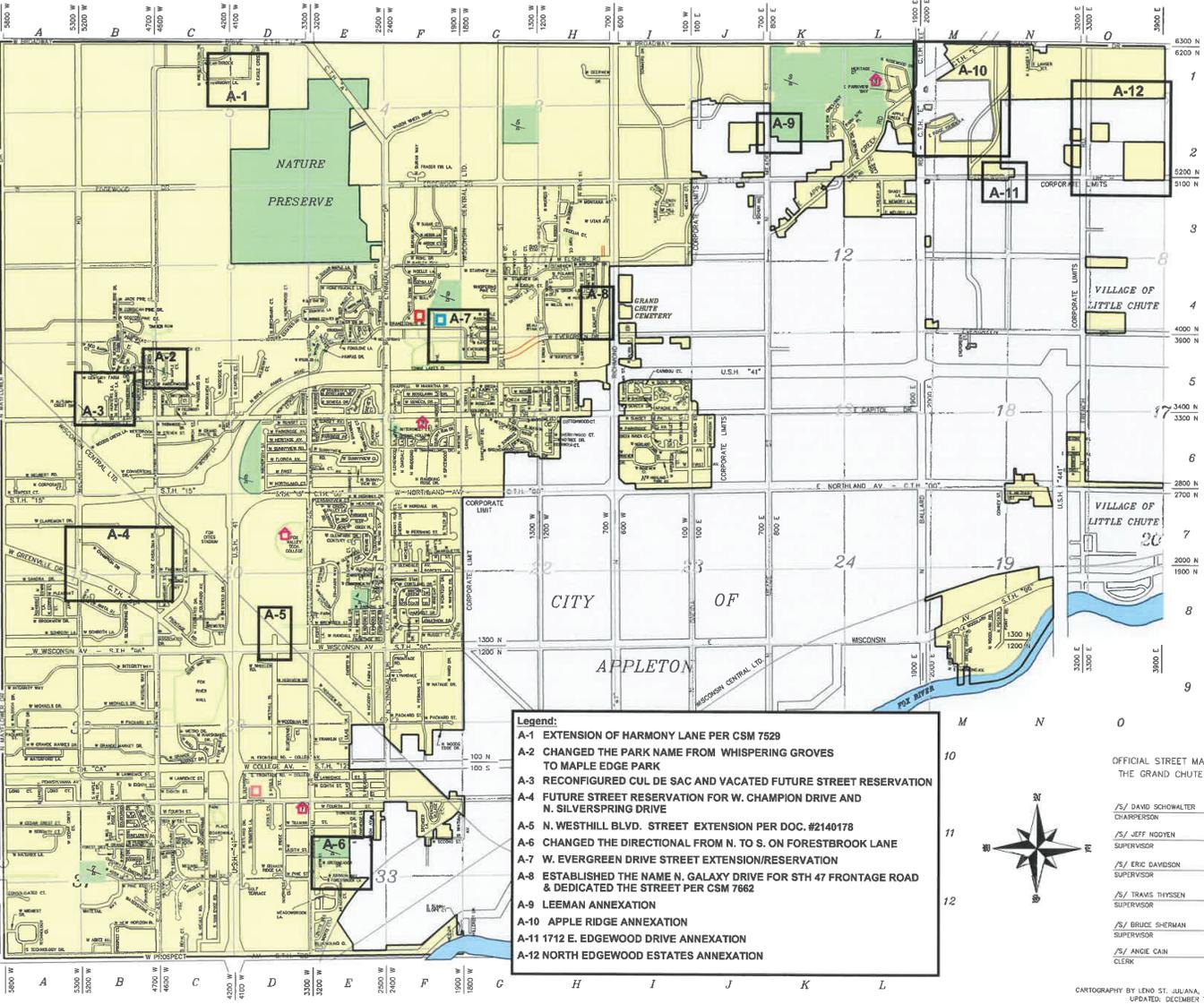
Approved as to form:

Charles Koehler, Attorney
Herring Clark Law Offices
800 N. Lynndale Drive
Grand Chute, WI 54914



TOWN OF GRAND CHUTE OFFICIAL MAP

A	H ABERNETHY ST. 06 H ALLEN DR. 07 H ALTMAYER DR. 08 H ALTON DR. 09 H AMBERGOLD LA. 10 H ARTHUR ST. 11 H ARTHUR ST. 12 H ARTHUR ST. 13 H ARTHUR ST. 14 H ARTHUR ST. 15 H ARTHUR ST. 16 H ARTHUR ST. 17 H ARTHUR ST. 18 H ARTHUR ST. 19 H ARTHUR ST. 20 H ARTHUR ST. 21 H ARTHUR ST. 22 H ARTHUR ST. 23 H ARTHUR ST. 24 H ARTHUR ST. 25 H ARTHUR ST. 26 H ARTHUR ST. 27 H ARTHUR ST. 28 H ARTHUR ST. 29 H ARTHUR ST. 30 H ARTHUR ST. 31 H ARTHUR ST. 32 H ARTHUR ST. 33 H ARTHUR ST. 34 H ARTHUR ST. 35 H ARTHUR ST. 36 H ARTHUR ST. 37 H ARTHUR ST. 38 H ARTHUR ST. 39 H ARTHUR ST. 40 H ARTHUR ST. 41 H ARTHUR ST. 42 H ARTHUR ST. 43 H ARTHUR ST. 44 H ARTHUR ST. 45 H ARTHUR ST. 46 H ARTHUR ST. 47 H ARTHUR ST. 48 H ARTHUR ST. 49 H ARTHUR ST. 50	I	W WOODPOCK CT. 06 W WOODPOCK CT. 07 W WOODPOCK CT. 08 W WOODPOCK CT. 09 W WOODPOCK CT. 10 W WOODPOCK CT. 11 W WOODPOCK CT. 12 W WOODPOCK CT. 13 W WOODPOCK CT. 14 W WOODPOCK CT. 15 W WOODPOCK CT. 16 W WOODPOCK CT. 17 W WOODPOCK CT. 18 W WOODPOCK CT. 19 W WOODPOCK CT. 20 W WOODPOCK CT. 21 W WOODPOCK CT. 22 W WOODPOCK CT. 23 W WOODPOCK CT. 24 W WOODPOCK CT. 25 W WOODPOCK CT. 26 W WOODPOCK CT. 27 W WOODPOCK CT. 28 W WOODPOCK CT. 29 W WOODPOCK CT. 30 W WOODPOCK CT. 31 W WOODPOCK CT. 32 W WOODPOCK CT. 33 W WOODPOCK CT. 34 W WOODPOCK CT. 35 W WOODPOCK CT. 36 W WOODPOCK CT. 37 W WOODPOCK CT. 38 W WOODPOCK CT. 39 W WOODPOCK CT. 40 W WOODPOCK CT. 41 W WOODPOCK CT. 42 W WOODPOCK CT. 43 W WOODPOCK CT. 44 W WOODPOCK CT. 45 W WOODPOCK CT. 46 W WOODPOCK CT. 47 W WOODPOCK CT. 48 W WOODPOCK CT. 49 W WOODPOCK CT. 50	S	N SHANKS LA. 06 N SHANKS LA. 07 N SHANKS LA. 08 N SHANKS LA. 09 N SHANKS LA. 10 N SHANKS LA. 11 N SHANKS LA. 12 N SHANKS LA. 13 N SHANKS LA. 14 N SHANKS LA. 15 N SHANKS LA. 16 N SHANKS LA. 17 N SHANKS LA. 18 N SHANKS LA. 19 N SHANKS LA. 20 N SHANKS LA. 21 N SHANKS LA. 22 N SHANKS LA. 23 N SHANKS LA. 24 N SHANKS LA. 25 N SHANKS LA. 26 N SHANKS LA. 27 N SHANKS LA. 28 N SHANKS LA. 29 N SHANKS LA. 30 N SHANKS LA. 31 N SHANKS LA. 32 N SHANKS LA. 33 N SHANKS LA. 34 N SHANKS LA. 35 N SHANKS LA. 36 N SHANKS LA. 37 N SHANKS LA. 38 N SHANKS LA. 39 N SHANKS LA. 40 N SHANKS LA. 41 N SHANKS LA. 42 N SHANKS LA. 43 N SHANKS LA. 44 N SHANKS LA. 45 N SHANKS LA. 46 N SHANKS LA. 47 N SHANKS LA. 48 N SHANKS LA. 49 N SHANKS LA. 50
----------	---	----------	---	----------	---



- Legend:**
- A-1 EXTENSION OF HARMONY LANE PER CSM 7529
 - A-2 CHANGED THE PARK NAME FROM WHISPERING GROVES TO MAPLE EDGE PARK
 - A-3 RECONFIGURED CUL DE SAC AND VACATED FUTURE STREET RESERVATION
 - A-4 FUTURE STREET RESERVATION FOR W. CHAMPION DRIVE AND N. SILVERSPRING DRIVE
 - A-5 N. WESTHILL BLVD. STREET EXTENSION PER DOC. #2140178
 - A-6 CHANGED THE DIRECTIONAL FROM N. TO S. ON FORESTBROOK LANE
 - A-7 W. EVERGREEN DRIVE STREET EXTENSION/RESERVATION
 - A-8 ESTABLISHED THE NAME N. GALAXY DRIVE FOR 5TH 47 FRONTAGE ROAD & DEDICATED THE STREET PER CSM 7662
 - A-9 LEE MAN ANNEXATION
 - A-10 APPLE RIDGE ANNEXATION
 - A-11 1712 E. EDGEWOOD DRIVE ANNEXATION
 - A-12 NORTH EDGEWOOD ESTATES ANNEXATION



OFFICIAL STREET MAP ADOPTED BY THE GRAND CHUTE TOWN BOARD

/s/ DAVD SCHWALTER	1/03/2019
CHAIRPERSON	DATE
/s/ JEFF NODYEN	1/03/2019
SUPERVISOR	DATE
/s/ ERIC DAVIDSON	1/03/2019
SUPERVISOR	DATE
/s/ TRAVIS THYSSSEN	1/03/2019
SUPERVISOR	DATE
/s/ BRUCE SHERMAN	1/03/2019
SUPERVISOR	DATE
/s/ ANGE CAN	1/03/2019
CLERK	DATE

CARTOGRAPHY BY LENO ST. JULIANA, TOWN OF GRAND CHUTE
UPDATED: DECEMBER 7, 2018



AGENDA REQUEST
1/3/2019

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

<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: Approval of Appraisal Services Agreement with Tyler Technologies, Inc.

BACKGROUND/ANALYSIS: Tyler Technologies provides all in-office duties, software updates and technical support needed for the successful operation of the Assessor's Office. The levels of service to be provided in 2019 mirror those in 2018. Final negotiations successfully resulted in a 2019 contract amount that is \$2,000 less than the 2018 contract amount. Attorney Koehler has reviewed and approved this contract.

RECOMMENDATION: Staff recommends Town Board approval of the Appraisal Services Agreement with Tyler Technologies, Inc. for 2019 Annual Assessment Services, in the amount of \$125,000.00.

FISCAL IMPACT: BUDGET

\$125,000.00

ATTACHMENTS: Tyler Technologies Appraisal Services Agreement.



APPRAISAL SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is in need of Annual Assessment Services; and

WHEREAS, Tyler is agreeable to performing said services to fulfill the needs of the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Appraisal Services Agreement.
- **“Client” or “Town”** means the Town of Grand Chute, Wisconsin, 1900 Grand Chute Blvd., Grand Chute, WI 54913.
- **“Effective Date”** is January 1, 2019 or the date on which both parties have signed this Agreement, whichever is later.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our” or “Company”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – PROFESSIONAL SERVICES

1. **Services**. We will provide you the professional services, as an independent contractor, consistent with industry standards, as described in the Statement of Work attached hereto as Exhibit C.
2. **Professional Services Fees**. You agree to pay us the professional services fees in the amounts set forth in Exhibit A – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Services Warranty**. We will perform the services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work – Exhibit C.

4. Site Access and Requirements. You agree to provide us with access to your personnel as may be reasonably necessary for us to provide services as described herein, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
5. Client Assistance. You acknowledge that the services we provide under this Agreement are a cooperative process which may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for the services. This cooperation includes at least working with us to schedule the services outlined in this Agreement. Nothing herein is intended to modify our control of the work for services provided under this Agreement as an independent contractor. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Change in Legal Requirements. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.
7. Data Ownership. You retain all ownership to the data collected by us as necessary to provide the services. We shall not use or copy any such data except to the extent necessary to provide the services pursuant to the terms of this Agreement.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute, and only those amount(s), until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.
3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through December 31, 2019. This Agreement may be renewed upon written mutual agreement of the parties.
2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section F(2). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section F(2). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination.
3. For Convenience. Either party may terminate this Agreement for convenience on thirty (30) days prior written notice to the other party. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination. Notwithstanding the foregoing, the parties agree that neither party may exercise its right of termination under this Section D(3) during the period commencing on January 1st, 2019 and ending on July 1st, 2019. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid fees.
4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid fees.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.
We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct, and with respect to the degree to which you and your agents, officials and employees are free from negligence; and (b) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
2. **DISCLAIMER**. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. **LIMITATION OF LIABILITY**. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF**

CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1) ABOVE.

4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability with respect to appraisal services of at least \$1,000,000 aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability insurance policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. Certificates of Insurance will be supplied to the Client by Tyler detailing the coverages above issued by a carrier authorized to do business within the State of Wisconsin.

SECTION F – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
4. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the

duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Conflict of Interest. We covenant that we have no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of our services. We warrant that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of yours as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Tyler in connection with any work contemplated or performed relative to this Agreement.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect, No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Purpose/Use Of Appraisals. Tyler, by virtue of this Agreement, is contracted to provide certain services specified herein and recommendations of value to the Client which are intended for exclusive use by the Client for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes
12. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either

party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
19. Non-Solicitation. To the extent allowed by applicable law, you will not (i) solicit for employment, or (ii) hire any employee of ours during the term of this Agreement and for a period of six (6) months following the termination of this Agreement without our express written consent.
20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State

of Wisconsin, without regard to its rules on conflicts of law.

22. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Records and Inspection of Work. Tyler shall retain and maintain all of its records pertaining to this Agreement during the term of this Agreement and for a period of three (3) years following its completion. During the term of the Agreement and during the records retention period, Tyler shall make such records available for inspection by the Client at up to one (1) time per year with a minimum one (1) week advanced notice and at the Client's expense.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Appraisal & Tax Division

Town of Grand Chute, Wisconsin

By: [Signature]

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 12/21/18

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: VP & GM, Appraisal Services

Address for Notices:

Town of Grand Chute, Wisconsin
1900 Grand Chute Blvd
Grand Chute, WI 54913
Mr. Robert Buckingham,
Director of Community Development



Investment Summary

The following Investment Summary details the services to be delivered by Tyler to Client under this Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

Assessor Services

The Client shall pay Tyler a fee of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00)** for the services described in Exhibit C for the period of January 1, 2019, through December 31, 2019.

Optionally, the Client may elect for Tyler to provide additional services beyond those provided for in Exhibit C and said additional services shall be mutually agreed upon between the Client and Tyler.

TIME AND MATERIALS RATES

Should the Client desire a long-term assignment, Tyler shall work with the Client to determine whether an hourly rate or an amendment to the existing Agreement with a revised scope of services is in the best interest of the Client.

Tyler’s time and materials hourly rates for calendar year 2019, which include all related expenses, are as follows:

	<u>On-Site (\$)</u>	<u>Full 8 Hour Day (\$)</u>
Appraiser	\$60.00	\$480.00





Invoicing and Payment Policy

Tyler will provide you with the services set forth in the Investment Summary and Statement of Work of your Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

Invoicing: We will invoice you for the applicable services in the amounts described in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Agreement.

1. **Professional Services**.

For all services, invoices shall be submitted at the beginning of each month based upon percent of work completed and not upon the whole value or any part of the value of the Agreement. Payments will be made within thirty (30) days of submittal to the Client.

2. **Expenses**. The service rates in the Investment Summary include travel expenses.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating Account



Statement of Work

The following Statement of Work details the services to be delivered by Tyler to the Client under your Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

Annual Maintenance Services

Work To Be Performed by the Company

- A. The Company will perform the municipal assessment services as the statutory assessor of the Town of Grand Chute, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. The Company shall report and be accountable to the Town Board through the Director of Community Development.
- B. Meeting Hours - The Company will be available to attend, upon the request of the Town, department head meetings or other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice. Such meeting hours are expected to average, but will not exceed, two (2) hours per month and twenty-four (24) hours per year. The Company and the Town will mutually agree upon the dates and times.
- C. Town Staff Supervision - The Company will provide supervisory guidance and training to future municipal staff, as directed by the Town in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by the Company. Such training shall be accomplished within a reasonable time of need and within the Company's regular hours of availability hereunder, during the entire term of this Agreement.
- D. The Company will complete all work under this Agreement including completion of the Board of Review by July 31st of each year. The Director of Community Development may extend the due date for completed work for one (1) period of thirty (30) additional calendar days for sufficient reason, without penalty, upon written request of the Company. The Town Board may extend the due date for completed work for a second thirty (30) day period. Such request shall provide documentation of the reasons for the extension of the due date.

Assessment Duties

The prescribed duties of the Company shall include, but not necessarily be limited to, the following:

- A. Maintain the Town's assessment roll as required pursuant to Chapter 70 of the Wisconsin Statutes, as amended from time to time.
- B. Provide on-site clerical support for the Assessor's Office forty hours (40) hours per week excluding: (i) days/hours that Town Hall is closed due to official Town holidays; and (ii) ten (10) business days/eighty (80) hours that Tyler may be absent throughout the term of the Agreement. Said hours



are to begin January 1, 2019 and continue through December 31, 2019. The Director of Community Development or his/her designee may assign Tyler clerical staff to assist in other departments in clerical tasks an average of eight (8) hours per week. Additionally, for the period of July 1, 2019 through November 30, 2019, Tyler may use an additional ten (10) business days/eighty (80) hours during the on-site clerical hours to conduct non-Town related activities for Tyler. During these ten (10) business days/eighty (80) hours, Town employees and officials shall be served first and non-Town related activities shall be secondary. The Town and the Company shall agree on the specific days of the week for said hours to be provided.

The Company shall make every attempt to give forty-eight (48) hours' notice to the Town in the event that clerical staff will be absent. Additionally, in the event that the designated clerical staff will be absent with short notice, the Company shall notify the Town immediately and also attempt to have a replacement on-site within three (3) hours of notification. In the event the Company is not able to have a replacement on site by 12:00 p.m. the same day, the Company shall make up the missed day within ten (10) business days.

- C. Provide on-site assessment supervision, said hours to begin January 1, 2019 and continue through December 31, 2019. The Company shall provide four (4) days per month the first six (6) months and two (2) days per month the second six (6) months of each year of normal assessor services. The Town and the Company shall agree on the specific day(s) of the week for said hours to be provided.

The Company shall make every attempt to give forty eight (48) hours' notice to the Town in the event the assessment supervisor will be absent on the next scheduled on-site date. Any absence by the assessment supervisor shall be made up by the Company within ten (10) business days.

- D. Perform field review as the Company deems necessary on sale properties and properties for which no building permit has been issued.

- E. Change and keep updated property record data and review assessments in 2019, for the following reasons:

1. Annexation
2. Measure, field review, and assess new construction or remodeling (as provided for by permits) as of January 1st of the current year, with photos and including interior inspections
3. Measure, field review, and assess properties under partial construction as of January 1st of the previous year, including interior inspections and photos, as required
4. Measure, field review, and assess miscellaneous permits such as decks, basement remodels, detached buildings, air conditioning, and any other type of permits that affect the assessed value of the property
5. New (recorded) plats, certified surveys, and other land divisions
6. Formerly exempt, now assessed parcels
7. Formerly assessed, now requesting exemption parcels
8. Buildings destroyed, significantly damaged or removed (as provided for by permits)
9. Change to higher land use
10. Change in class or legal description
11. Agricultural use value assessments as prescribed by state statutes

12. Parcels with information discovered by the Assessor's Office that was not previously on the assessment record.
 13. Data and final valuations shall be in accordance and equity with the Town of Grand Chute assessment database that is in place for 2019.
- F. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of personal property to be assessed as follows:
1. Annually field visit all personal property accounts to discover new accounts and account for businesses that may have closed prior to the assessment year.
 2. Mail forms to all holders of personal property by January 15th of each year.
 3. Value reported will be reviewed for uniformity between similar types of property.
 4. Personal property subject to assessment but not reported, shall be field inspected as to physical location and actual operation, then "doomage" assessed by the Company as described in Chapter 70 of the Wisconsin Statutes.
 5. Should the Company become aware of any new assessable personal property accounts, the appropriate forms shall be mailed and a new personal property identification number shall be created. Should the property owner of such new account fail to file or report within a reasonable time prior to the Board of Review, the Company shall place a doomage assessment on the property as described in F(4) above.
- G. Prepare and maintain the assessment roll and coordinate with the Outagamie County Tax Listing Offices to facilitate the transfer of assessment data and values.
- H. Prepare all forms as may be required by the Company's duties under this Agreement, and file same with the appropriate units of government, including but not limited to; the Municipal Assessor's Report (MAR), the Tax Incremental District Report (TAR), and the Annual Assessor Report (AAR).
- I. Prepare, attend and serve as staff with the annual Board of Review hearing as required by the Wisconsin Statutes. The Company shall be responsible for working with the Town Clerk to arrange for the hearings. The Company will also promptly and adequately follow up and respond to any appeals made at the Board of Review hearings, incorporating assessment modifications as approved.
- J. Provide a telephone number and email address for Town officials and residents to contact a responsible member of its staff during normal business hours Monday through Friday of each week. Responses shall be made within forty-eight (48) hours.
- K. The Company will provide at no additional cost to the Town, a website for property owners to access property characteristics via a link from the Town's website. Data to be displayed on the website will include, but not be limited to, building size, exterior construction, year built and other pertinent structure data, current assessed value, most recent sales information, and detached buildings.
- L. The Company shall work to achieve the following milestone dates for the tasks above as part of the annual assessment work and shall provide sufficient staff to complete the work by said milestone dates below.

1. January 14, 2019
 - Mail personal property forms to all known owners of personal property.
2. March 1, 2019
 - Statutory date that personal property forms and request for exemption forms are due to the Assessor's Office.
3. April 23, 2019
 - Mail notices of assessment for real estate.
4. April 30, 2019 – May 14, 2019
 - Open Book.
5. May 14, 2019
 - Mail notices of assessment for personal property.
6. May 21, 2019
 - Board of Review to meet to adjourn to June 12, 2019.
5. May 22, 2019
 - Open Book Re-notification.
6. June 12, 2019
 - Start Board of Review.
7. November 1, 2019
 - Completion of the upload of 2019 assessment values to Big Room website

Support of Assessment Service by the Town

A. Computer Services

The Town shall make available to the Company access to a computerized system of valuation. The Company shall facilitate the automation of property records utilizing such computerized system of valuation. Both the Company and the Town agree that the UNIVERS computerized system of valuation will be utilized. All cost associated with the processing of data shall be the responsibility of the Town.

The Company will provide technical assistance in resolving problems associated with operating the UNIVERS System and will design, code, check out, document and deliver any amendments or alterations to the Company's software that are necessary to correct or avoid any defect in the UNIVERS System for no additional fee during this Agreement.

In response to the nature and urgency of a reported problem, the Company shall take steps to have the appropriate support personnel work the issue(s) and provide timely workarounds or temporary fixes until a permanent solution can be implemented.

B. Office Space and Postage

The Town of Grand Chute shall provide, at no cost to the Company, suitable office space and all necessary accoutrements to allow the Company to perform the functions related to property assessment. This includes but is not limited to local phone service, desks, file cabinets, chairs, tables, shared personal computer/printer, photocopier, miscellaneous writing and general office materials, assessment notification forms and postage for assessment mailings.



AGENDA REQUEST
12/21/2018

TOPIC: [Click here to enter text.](#)

<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: Capt. Colette Jaeger

ISSUE: Shall the Town Board 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?

BACKGROUND/ANALYSIS:

Grand Chute Police Department staff implemented a procedure in June 2018, which allowed a contracted tow service to respond to all abandoned vehicle tow requests. The contractor agreed to tow the vehicle, charge the owner/lien holder a fixed rate for the tow and daily storage fees. The contractor agreed to hold the vehicle for the legally required period of time. If the vehicle was not claimed by the owner/lien holder, the contracted tow company agreed to paid the Town a fixed rate for the sale of the vehicle.

From June 6, 2018, through December 21, 2018, the Town has generated \$6025.00 in revenue from the sale of abandoned vehicles to the contracted tow service. The Town experienced an additional estimated staff savings of approximately \$4858.00 (20 vehicles, 10 hours of staff time per vehicle, \$24.29/hour).

Local tow companies that hold a salvage license were identified and contacted regarding their interest in bidding for a contract with the police department for abandoned vehicles. Three companies were interested in participating in the bid/selection process for 2019--Appleton Auto Recyclers, Cousineau Auto, Inc., and Jahnke Auto Parts.

Bids were returned by Appleton Auto Recyclers and Cousineau Auto, Inc. Each provided a rate they would charge the vehicle owner/lien holder for the tow and daily storage fees. They also provided a rate they would pay the Town for each unclaimed vehicle.

Returned bids were reviewed by Chief Peterson and Captain Jaeger. Cousineau Auto, Inc. was determined to be the most favorable bid in all three categories. They agree to charge \$75.00 per tow and \$20 per day for storage. They agree to pay the Town \$279.00 for each unclaimed vehicle.

The proposed bid for the 2019 contract would be a slightly lower purchase price than 2018, but we anticipate an approximate doubling of both revenue and staff time savings with a 2019 contract since the 2019 contract is approximately twice the duration of the 2018 contract.

The police department seeks approval of the Town Board to enter into a contract with a private tow company for towing, storage, and disposition of abandoned vehicles reported to and investigated by the police department. This contract would allow staff to continue to dedicate their time to other duties and responsibilities. It will also ensure citizens are charged consistent tow and storage fees, reduce or eliminate financial loss to the Town for towing and storage fees, increase available space, and reduce the number or unsightly vehicles in the impound area and Town Hall property.

The contract would be effective January 4, 2019, through January 7, 2020. The police department will solicit bids in the fall of 2019, or as needed, if either party exercises the termination clause in the contract.

RECOMMENDATION:

The police department recommends the Board approve entering into a contract with Cousineau Auto, Inc., to tow abandoned vehicles reported to and investigated by the police department. Cousineau Auto, Inc., provided the most favorable bid responses in all three categories requested in the bid document.

FISCAL IMPACT: N/A

It is expected the contract will allow the Town to reduce cost and increase revenue related to the towing, storage, and disposition of abandoned vehicles.

ATTACHMENTS: Draft/unsigned contract, previously reviewed by Attorney Andrew Rossmeyssl.

Grand Chute Police Department

1900 Grand Chute Blvd, Grand Chute, WI 54913

Phone: 920-832-1575

Fax: 920-832-1749



ABANDONED VEHICLES WRECKER SERVICE CONTRACT

This contract is made by and between the Town of Grand Chute Police Department ("the GCPD), with a business address of 1900 Grand Chute Blvd, Grand Chute, WI 54913, and Cousineau Auto Parts ("the Contractor"), with a business address of 2225 W. Nordale Dr., Appleton, WI 54914. The GCPD and the Contractor shall be referred to jointly as the Parties.

Witness, that the Parties herein agree as follows:

1. Term. This contract shall be in effect for the period of January 4, 2019, through January 7, 2020.
2. Service. The Contractor agrees to provide towing and storage services, at the direction of the GCPD, for abandoned vehicles in the Town of Grand Chute as described in detail in this contract.
3. License Requirements. The Contractor must have a State of Wisconsin Motor Vehicle Salvage Dealer License and comply with all aspects of the Town of Grand Chute's Municipal Ordinance, 398-8. The Contractor is to be in good standing for the duration of the term of this contract. If at any time the Contractor's license is no longer in good standing, the Contractor must immediately notify the GCPD.
4. Insurance Requirements. The Contractor must show proof of general and automobile liability insurance with a minimum of seven hundred fifty thousand dollars and zero cents (\$750,000) for auto liability. Evidence of insurance coverage is to be in the form of a certificate of insurance issued by the insurer to the Town of Grand Chute and provided to the Town of Grand Chute's Town Clerk Office, located at 1900 Grand Chute Blvd, Grand Chute, WI 54913. Said certificate must list the Town of Grand Chute and the GCPD as additional insureds and provide a minimum of thirty (30) days notification in case of non-payment or cancellation of policy.
5. Time Requirements. The Contractor must be available to provide service to the GCPD for abandoned vehicle towing Monday through Friday, from 8:00 am to 5:00 pm, including holidays. The Contractor must respond to a request for service within sixty (60) minutes.
6. Towing Service. Abandoned vehicles shall be towed from the point of incident to the Contractor-owned storage facility. The abandoned vehicle shall be towed the same day that the GCPD makes the request. The fee charged to the owner or lienholder for the towing service shall not exceed seventy-five dollars (\$ 75.00).

GRAND CHUTE POLICE DEPARTMENT

7. Tow Service Operators. All of the Contractor's service operators must conduct themselves in a professional manner and must be properly trained. Contractor's service operators shall use the proper equipment to accomplish the necessary tow service and all tow services shall be carried out in the most efficient manner possible for the particular tow.

8. Storage of Vehicles. The Contractor must store the abandoned vehicles at a Contractor-owned storage facility for fifteen (15) business days from the date of the tow unless the vehicle is claimed or surrendered. The Contractor may in its discretion store the abandoned vehicle longer than the required fifteen (15) business days upon the request of the owner or lienholder of the vehicle. The owner or lienholder will be charged by the Contractor twenty dollars (\$20.00) per day for storage of the vehicle.

9. Personal Property In Vehicles. While the vehicle is being stored, the Contractor shall provide access to the vehicle to the owner or the owner's agent during normal business hours. The owner of the vehicle may remove personal property from the vehicle, not including parts of the vehicle such as radios or tires. All unclaimed personal property becomes the property of the Contractor on the date the vehicle is deemed unclaimed, as defined in Paragraph 12(a) herein.

10. Claimed Vehicles. The Contractor or agent thereof must be available to allow vehicles to be claimed during normal business hours. Only the owner or lienholder of a vehicle shall claim a vehicle. The Contractor may use its discretion regarding the type of payment accepted to claim the vehicle, including whether to allow payment arrangements. The Contractor must notify the GCPD within three (3) business days of a claimed vehicle.

11. Surrendered Vehicles. An owner may relinquish all interest in a vehicle by signing over the title of the vehicle to the Contractor in lieu of towing and storage costs. Surrendering a vehicle with a lienholder attached to the vehicle also requires the consent and signature of the lienholder. A vehicle may be surrendered at any time during the fifteen (15) business day period following the date of the tow. The Contractor must notify the GCPD within three (3) business days of a surrendered vehicle.

12. Unclaimed Vehicles.

(a) A vehicle becomes unclaimed if the vehicle's owner and lienholder, if applicable, fails to claim the vehicle by the end of the fifteen (15) business days after the tow. Disposition of unclaimed vehicles will be at the option of the Contractor in accordance with WI Department of Transportation Form MV 2419. The Contractor must notify the GCPD pursuant to paragraph 14 herein within three (3) business days of the vehicle being unclaimed.

(b) The Contractor must pay the GCPD two hundred seventy-nine dollars (\$279.00) for each unclaimed vehicle. Payment must be made to the Town of Grand Chute within fifteen (15) business days from the date of vehicle disposition. Payment must be sent to: The Grand Chute Police Department, Attn: Captain Jaeger, 1900 Grand Chute Blvd, Grand Chute, WI 54913.

GRAND CHUTE POLICE DEPARTMENT

13. Liability. The GCPD is not responsible or liable for any injury or damages resulting from the service or storage provided under this agreement. The Contractor agrees to indemnify, defend and hold harmless the Town of Grand Chute and the GCPD and its officers, officials, employees and agents from and against any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature, for any and all injuries and damages, known and unknown, both to person and property which may result or develop in the future from services or storage provided under this contract.

14. Notice.

(a) Unless specified elsewhere in this contract, notice means transmittal in writing of any and all communication(s) which shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) business days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by regular mail.

GCPD Contact:

Grand Chute Police Department
Attn: Captain Jaeger
1900 Grand Chute Blvd
Grand Chute, WI 54913
Phone: 920-832-1575
Fax: 920-832-1749

Salvage Dealer Contact:

Cousineau Auto Parts
Attn: Bill Cousineau
2225 W. Nordale Ave.
Appleton, WI 54914
Phone: 920-734-3700 extension 316

(b) In the event one or both of the above contacts are unavailable, he/she may designate another to be the contact person.

15. Contract Revisions. Revisions of or amendments to this contract must be agreed to in writing by both the GCPD and the Contractor.

16. Termination. The Contractor may terminate this contract at any time with or without cause with forty-five (45) business days' notice to the GCPD pursuant to Paragraph 14 herein. The GCPD may terminate this contract at any time with or without cause, including, but not limited to, the failure of the Contractor to comply with any part of this contract or the violation of any relevant City, State or Federal rule or regulation.

17. Severability. In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in

GRAND CHUTE POLICE DEPARTMENT

the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

18. Signatures. This contract is agreed upon and approved by the authorized representative of the Parties as indicated below.

Dated this 4th day of January, 2019.

(Signature Page to follow).

GRAND CHUTE POLICE DEPARTMENT

COUSINEAU AUTO PARTS:

By: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Title: _____

By: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Title: _____

THE GRAND CHUTE POLICE DEPARTMENT:

By: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Title: _____

By: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Title: _____

By: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Title: _____

GRAND CHUTE POLICE DEPARTMENT

Approved as to form:

Town Attorney

Finance Director



AGENDA REQUEST
1/3/2019

TOPIC: 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.

<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 urbanization of N. McCarthy Road includes a roundabout at W. Greenville Drive (CTH GV). The deflection required to slow speeds and correct the existing misalignment of these two roads will require transitioning 440 feet northwest and 600 feet southeast along Greenville Drive (CTH GV).

BACKGROUND/ANALYSIS: The Town Board approved the preliminary resolution for street reconstruction and urbanization on N. McCarthy Road from W. Wisconsin Avenue (STH 96) to W. Capitol Drive on June 19, 2018. The Traffic Impact Analysis (TIA) and preliminary design that followed has determined that a roundabout is the ideal intersection control at GV and N. McCarthy Road.

RECOMMENDATION: The staff's recommendation is to approve Preliminary Resolution TBR-01-2019 declaring the 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 from 440 feet northwest of N. McCarthy Road to 600 feet southeast of N. McCarthy Road.

FISCAL IMPACT: CIP

Special assessments would fund some of the cost for street reconstruction and urbanization.

ATTACHMENTS: Resolution TBR-01-2019 and exhibits.

TOWN OF GRAND CHUTE
BOARD OF SUPERVISORS
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
RESOLUTION 1 - SERIES OF 2019

W. GREENVILLE DRIVE (CTH GV)
(440 feet northwest of N. McCarthy Road to 600 feet southeast of N. McCarthy Road)

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER CHAPTER 66, POLICE POWERS, WIS. STATS., 2015-16 AS AMENDED.

BE IT RESOLVED by the Town Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin as follows:

1. The Town Board of Supervisors hereby declares its intention to exercise its powers under Section 66.0703(1)(b), Wis. Stats., 2015-16 as amended, to levy special assessments upon property within the following area as described and shown on Exhibit "A" for benefits conferred upon such property by improvement of the following:
 - I. Improvements
 - A. Street Reconstruction and Urbanization
 - II. Location of Improvement
Located in Section 19, T21N, R17E
2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Town Board determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.
3. The assessments against any parcel may be paid in cash or in the number of installments to be determined at the Public Hearing on the proposed assessments and according to the Final Resolution of the Town Board.
4. The Town Board/Engineer is directed to prepare a Report consisting of:
 - I. Plans and specifications of said improvements
 - II. A summary of the entire cost of the proposed improvements
 - III. A schedule of proposed assessments showing the properties, which are benefited by the work or improvement

Upon completing such report, the Town Board/Engineer is directed to file a copy thereof in the Town Clerk's Office for public inspection.

5. Upon receiving the report of the Town Board/Engineer, the Town Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7), Wisconsin Statutes. The hearing shall be held at the Grand Chute Town Hall at a time set by the Town Clerk in accordance with Section 66.0703(7), Wisconsin Statutes.

Passed and approved this _____ day of _____, 2019

TOWN OF GRAND CHUTE

By: David A. Schowalter
Town Chairperson

By: Angie Cain
Town Clerk

"EXHIBIT A"

CTH GV and McCarty Road Assessment Legal Description

Part of Lot 2 CSM 2601; all of Lot 1 CSM 7553; Lots 71 and 72 KEA Estates; all of Lot 1, Lot 11 and the vacated Frontage Road Edwin E. Kloehn Plat; all of Lots 12, 13, and 14 of the First Addition to the Edwin E. Kloehn Plat; being part of southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$, and the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ and the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 19, T21N R17E, Town of Grand Chute, Outagamie County, Wisconsin and described as follows,

Commencing at the east $\frac{1}{4}$ corner of said Section 19:

1. thence N89°51'08"W 33.00 feet along the south lines of CSM 7553 and the said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ to the southeast corner of Lot 1 CSM 7553 and the point of beginning;
2. thence continue N89°51'08"W 1290.71 feet along the said south lines to a corner of said Lot 1 and the southeast corner of Tax Parcel 0861-1;
3. thence N01°21'07"W 299.7 feet to a corner of Lot 1 CSM 7553 and the northeast corner of Tax Parcel 0861-1;
4. thence S88°40'44"W 620.07 feet to a corner of said Lot 1 and the northwest corner of said Tax Parcel;
5. thence S01°20'54"W 660.00 feet to a corner of said Lot 1 and the southwest corner of said Tax Parcel;
6. thence N63°41'41"W 56.35 feet along the northerly line of (Greenville Drive) CTH GV;
7. thence southwesterly 160.43 feet to the northeast corner of Lot 71 KAE Estates;
8. thence southwesterly 196.44 feet to the southeast corner of said Lot 71;
9. thence northwesterly 169.86 feet along the right of way line of Anita Court to the southeast most corner of Lot 72 said KAE Estates;
10. thence northwesterly 174.76 feet to the southwest most corner of said Lot 72;
11. thence northwesterly 100.28 feet along the southerly line of lot 11 Edwin E. Kloehn Plat to the southwest corner thereof;
12. thence north 205.77 feet along the west line of said lot 11 to the northwest corner thereof;
- 12.A thence northwesterly 96.83 feet to the northeast corner of Lot 1 Edwin E. Kloehn Plat and the west line of McCarty Road;
13. thence south 200.00 feet along the said west line to the southeast corner of Lot 1 Edwin E. Kloehn Plat and the north line of Sandra Drive;
14. thence west 51.69 feet along the northerly line of Sandra Drive;
15. thence northwesterly 428.95 feet along the said northerly line to an angle point in Sandra Drive;
16. thence west 22.00 feet along the north line of Sandra Drive to the southwest corner of Lot 14 First Addition to the Edwin E. Kloehn Plat;
17. thence north 180.00 feet to the northwest corner of said Lot 14;
18. thence west 100 feet along a south line of Lot 2 CSM 2601;
19. thence south 41.22 feet along an east line of Lot 2 CSM 2601;
20. thence west 70.05 feet along the south line of said CSM 2601 to the southwest corner of said Lot 2 and Tax Parcel 0843-3;
21. thence north 40.60 feet along the west lines of said Lot 2 and Tax Parcel 0843.3;
22. thence N28°53'13"E 57.29 feet along the said westerly line;
23. thence N42°43'39"E 71.09 feet along said westerly line to the northwest corner of Tax Parcel 0843-3;
24. thence northeasterly 130 feet at right angles to the CTH GV right of way to the northerly line thereof;

25. thence northwesterly 807.80 feet along the said northerly line of CTH GV to the west line of the said southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$;
26. thence north 739.81 feet to the northwest corner of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$;
27. thence east 3827.43 feet along the north lines of the said southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ and the said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ and the said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ and the north line of Lot 1 CSM 7553 to the west line of Olde Casaloma Drive;

The next 15 calls are along the lines of Lot 1 CSM 7553;

28. S02°13'50"E 10.30 feet;
29. N89°44'57"W 123.95 feet;
30. S00°17'11"W 146.64 feet;
31. S89°42'49"E 126.21 feet;
32. S01°28'46"E 65.59 feet;
33. N89°41'36"W 150.21 feet;
34. S01°02'45"E 278.98 feet;
35. S89°39'36"W 25.78 feet;
36. S01°01'05"E 104.97 feet;
37. S88°55'41"W 274.29 feet;
38. S01°05'04"E 678.67 feet;
39. S89°48'54"E 274.29 feet;
40. S01°04'19"E 3.00 feet;
41. S89°51'08"E 175.75 feet;
42. S01°04'19"E 30.01 feet to the point of beginning.

"EXHIBIT A"

