



MEETING	DATE	TIME	LOCATION
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Town Board	Tuesday, December 3, 2019	Immediately following Sanitary District Meeting	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room
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A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF AGENDA/ORDER OF THE DAY

C. OATH OF OFFICE

1. Paid-on-Premise Firefighters – Haily Joas, Casey Kamm, Christopher Killeen, Nicholas Martin, and Joseph Solomon

D. SPECIAL PRESENTATION – Leadership Fox Cities Partnership regarding Prairie Hill Park

E. 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.

F. 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 and public hearing minutes from November 19, 2019.
2. Licensing: (*applications on file in the clerk’s office*)(*License Committee recommends approval*)
 - a. Operator Licenses:
 - 1) Approval of Applications to expire: 2021 dated 11/18/19 and 11/20/19

G. FINANCIAL REPORTS

1. Approval of Voucher List – December 3, 2019

H. UNFINISHED BUSINESS

1. Approve a senior outdoor fitness project at Prairie Hill Park and update the CIP.

I. NEW BUSINESS

1. Plan Commission Recommendations:
 - a. Vacation and discontinuance of all the right-of-way of N. Corporate Court and release of vision corner easement thereon. PC recommends approval. Resolution *TBR-18-2019*.
2. Approve the amended 2020 Town Board budget document.
3. Approve the special assessment methodology for the 2020 W. College Avenue reconstruction project.
4. Approve Gillett Street Urbanization Change Order #6, Contract 2018-01, increasing the amount by \$1,375.66.

5. Accept Warranty Deed from Community Development Authority of the Town of Grand Chute, conveying ownership of Lots 2 and 3, Certified Survey Map No. 7771, to the Town of Grand Chute. (Parcel on south side of W. Champion Drive)
6. Accept Vacant Land Offer to Purchase from TJP Real Estate Investments, LLC, for the purchase of Lot 2, Certified Survey Map No. 7771, at the purchase price of \$72,000.
7. Authorize staff to investigate a 2020 fall referendum to enhance public safety.

J. RESOLUTION

1. Preliminary Resolution TBR-21-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for street urbanization on Woodman Drive (Westhill Boulevard to Bluemound Drive).
2. Resolution 22-2019 providing for the Sale of Approximately \$16,835,000 General Obligation Promissory Notes, Series 2019A.

K. ORDINANCE

1. Ordinance 12-2019 amending Chapter 415, Section 415-2 regarding adopting offenses against state law.

L. CLOSED SESSION

1. Motion to convene in Closed Session via ROLL CALL VOTE pursuant to 19.85 (1)(g) - Conferring with legal counsel for the Town, legal counsel rendering oral or written advice concerning strategy to be adopted by the Town Board with respect to litigation in which the Town is now or is likely to become involved. (Town claims)
2. Motion to adjourn Closed Session and reconvene regular meeting.

I. NEW BUSINESS CONTINUED

8. Action/discussion on closed session items.

M. 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.

JOINT PUBLIC HEARING – TOWN BOARD & SANITARY DISTRICTS #1, #2, #3 & EAST SIDE UTILITY DISTRICT -TOWN OF GRAND CHUTE – 1900 GRAND CHUTE BLVD., GRAND CHUTE, WI – NOVEMBER 19, 2019

Meeting called to order at 6:30 p.m. by Chairman Schowalter.

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; Katie Schwartz, Director of Public Works; Brent Braun, IT Director; Karen Heyrman; Deputy Public Works Director; Mike Patza, Town Planner; Mike Velie, Police Captain; Matt Kasriel, Assistant Fire Chief; several police officers, Attorney Rossmeyssl, Herrling Clark Law Offices; Mick Magalski, McMahon Associates

OTHERS: 5 signed attendance

PUBLIC HEARING #1 – 2020 Proposed Budgets Grand Chute Sanitary District #1, #2, & #3 and East Side Utility District

Chairman Schowalter asked if anyone wished to speak on Public Hearing #1.

There was no public input.

Motion (Sherman/Thyssen) to close Public Hearing #1 at 6:31 p.m. Motion carried.

PUBLIC HEARING #2 – 2020 Proposed Budget Town of Grand Chute

Chairman Schowalter asked if anyone wished to speak on Public Hearing #2.

There was no public input.

Motion (Nooyen/Sherman) to close Public Hearing #2 at 6:31 p.m. Motion carried.

ADJOURNMENT

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

Meeting adjourned at 6:31 p.m.

These minutes were taken at a regular meeting held November 19, 2019 and entered in this record book November 20, 2019.

Angie Cain

Angie Cain, Town Clerk
Town of Grand Chute
Initial Draft

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – NOVEMBER 19, 2019

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:34 p.m. by Dave Schowalter, presiding officer.

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

STAFF: Jim March, Town Administrator; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Robert Buckingham, Community Development Director; Brent Braun; IT Director; Julie Wahlen, Finance Director; Katie Schwartz, Public Works Director; Karen Heyrman, Deputy Director of Public Works; Mike Patza, Town Planner, Mike Velie, Police Captain; Matt Kasriel, Assistant Fire Chief, several officers; Mick Magalski, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 5 signed attendance

APPROVAL OF AGENDA/ORDER OF THE DAY

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

SPECIAL PRESENTATION

Grand Chute Police Academy Donation and Introduction of K-9

The Police Academy donated \$1,146.60 to the K-9 fund. The money was raised during the October 26th Recycling and Drug Take Back event.

Chief Peterson introduced the K-9 Luka.

The Town Board thanked the Police Academy for their fundraising efforts.

Leadership Fox Cities Partnership regarding Prairie Hill Park (Deferred until 12/3/19)

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approval of regular meeting minutes from November 5, 2019 and special meeting minutes of October 24, 2019.

Licensing: (applications on file in the clerk's office)(License Committee recommends approval)
Operator's License Applications to expire: 2021 dated 11/1/19 and 11/8/19

Liquor Licenses:

Original Application for Class "B" Beer and "Class C" Wine, Fox Cities Sports Development dba Community First Champion Center Fox Cities, 5000 W. Champion Drive, Kenneth Weinaug, agent.

Original Application for "Class A" Beer and Liquor, Kwik Trip, Inc. dba Kwik Trip #412, 1300 N. Westhill Boulevard, Jamie Gast, agent.

Hotel/Motel Licenses:

Original Application for Hotel/Motel, BHG-FFIS of Appleton, LLC dba Fairfield Inn & Suites, 130 S. Nicolet Road.

Original Application for Hotel/Motel, Arora Hospitality, LLC dba Quality Inn, 3623 W. College Avenue.

Secondhand Dealer Renewal:

Renewal Application for January 1, 2020 – December 31, 2020

Application for Secondhand Article for Furniture Depot, Inc. dba Furniture Depot, 1930 W. Wisconsin Avenue, William Shew, owner.

Special Event Permit:

Appleton Baseball Club dba Wisconsin Timber Rattlers, 2400 N. Casaloma Drive, 2020 post-game fireworks on May 22, 29, 30; June 12, 13; July 3, 17, 18, 31; August 1, 14, 15, 21, 22, 28, 29; and September 3.

CONDITIONS: 1) No fireworks display may begin after 11:00 p.m.; 2) Display to comply with NFPA 1123 standards.

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

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

FINANCIAL REPORTS

Approval of Voucher List – November 19, 2019

\$2,283,936.31 (94730-94781); Payroll \$294,368.77; ACH \$224,709.87

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

NEW BUSINESS

Plan Commission Recommendations:

SE-18-19 Special Exception requested by Offsets Garage LLC, dba Branded Title Co., 1060 N. Perkins Street, for operation of an automotive sales and service business. PC recommends approval.

Motion (Sherman/Nooyen) to approve SE-18-19. Motion carried.

Z-04-19 Rezoning requested by Russell L. Obermeier to rezone property at 5100 W. Schroth Lane from CL Local Commercial District to R-5 Multifamily Residence District. PC recommends approval. *Ordinance O-11-2019.*

Motion (Thyssen/Davidson) to approve Z-04-2019. Motion carried.

Public Participation Plan for Town of Grand Chute Comprehensive Plan 2020-2040. PC recommends approval. Resolution *TBR-19-2019.*

Motion (Sherman/Nooyen) to approve TBR-19-2019. Motion carried.

SE-19-19 Special Exception requested by Venture One Stop Inc., dba Appleton Camping Center, 2100 N. McCarthy Road, for operation of a recreational vehicle sales and service business. Director Buckingham to report results from 11/19/19 PC meeting.

Dir. Buckingham reported that Plan Commission recommended approval.

Motion (Thyssen/Nooyen) to approve SE-19-19. Motion carried.

Adoption of 2020-2024 CIP.

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

Adoption of 2020 Annual Town Budget.

Motion (Davidson/Thyssen) to adopt via Roll Call Vote: Nooyen – aye, Thyssen – aye, Sherman – aye, Davidson – aye, Schowalter - aye. Motion carried.

Approve Amendment #1 to the Professional Engineering Services Agreement with McMahon Associates, Inc. for design and permitting services in the urbanization of W. Woodman Drive in the amount of \$6,600.

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

Approve the special assessment methodology for the 2020 W. Woodman Drive urbanization project.

Dir. Schwartz explained the attachments and the methodology. Staff recommends the methodology #2.

Motion (Thyssen/Sherman) to approve staff recommendation of methodology #2. Motion carried.

Approve Amendment #1 to the Professional Engineering Services Agreement with McMahon Associates, Inc. for design and permitting services of the Evergreen Drive Extension from Towne Lakes Avenue to WCL Railroad Crossing in the amount of \$9,500.

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

Approve a winter ice rink at Prairie Hill Park for the 2020-2021 winter.

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

Approve a senior outdoor fitness project at Prairie Hill Park and update the CIP. (Deferred until 12/3/19)

Motion (Nooyen/Thyssen) to defer until 12/3/19. Motion carried.

Approve the Professional Services Agreement with Robert E. Lee & Associates Inc. for Lynndale Drive (CTH A) pedestrian trail design in the amount of \$48,400.

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

Approve the Professional Services Agreement with McMahon Associates for Wisconsin Avenue (STH 96) sidewalk design in the amount of \$19,500.

Motion (Sherman/Nooyen) to suspend the rules. Motion carried.

Supv. Sherman asked why the award would go to the highest bidder.

Deputy Dir. Heyrman explained McMahon included a price for a retaining wall in their bid. They felt the low bidder's design did not allow room for green space and snow storage.

Chairman Schowalter questioned if the bidders knew if a retaining wall was desired.

Deputy Dir. Heyrman stated they left it up to the contractors to design.

Supv. Sherman stated it needs to be specified that a retaining wall is desired.

Motion (Sherman/Thyssen) to reject all proposals and rebid the project.

Supv. Nooyen asked for clarification on the motion.

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – NOVEMBER 19, 2019

Supv. Sherman stated to rebid the project with having a retaining wall and a specified minimum amount of green space.

Administrator March wanted to clarify that they are not bids, they are proposals.

Motion carried.

Approve Change Order #2 for N. McCarthy Road reconstruction, Project #2019-05A and Fox Cities Champion Center Phase 2 street and utility construction, Project #2019-05B increasing the amount \$32,703.91.

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

Authorize the replacement of a treadmill in the amount of \$2,999 from Johnson Fitness and Wellness for the Town Hall fitness room and approve a budget adjustment to decrease contingency (10-19-59900-390) and increase Police Admin Capital Equipment (10-17-52110-810).

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

Approve the budget adjustment for the boiler replacements to increase Fire Station Capital Equipment (10-13-52200-812) and decrease contingency (10-19-59900-390) by \$36,450.

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

RESOLUTION

Resolution TBR-20-2019 adopting the local mil rate for 2019 of \$5.383513 per \$1,000 assessed valuation.

Motion (Davidson/Thyssen) to adopt TBR-20-2019.

Supv. Nooyen questioned what it the tax rate would be for a \$150,000 home.

Dir. Wahlen stated it is just under a 4% tax increase from last year.

Via Roll Call Vote: Nooyen – aye, Thyssen – aye, Sherman – aye, Davidson – aye, Schowalter - aye. Motion carried.

ADJOURNMENT

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

Meeting adjourned at 7:10 p.m.

These minutes were taken at a regular meeting held on November 19, 2019 and entered in this record book, November 20, 2019 by:

Angie Cain

Angie Cain, Town Clerk
Town of Grand Chute
Initial Draft

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2021). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

Person, La Dedira S





Capt. Jaeger or Chief Peterson

Date: 11/19/19

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2021). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

Berben, Brittany M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Boles, Elysia F	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hage, Timothy M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jorstad, Brenda L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landenberger, Alyssa J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Porter, Joseph M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schirmer, Aaron D	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Townsend, Emily B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zorowski, Peter H	<input checked="" type="checkbox"/>	<input type="checkbox"/>


Capt. Jaeger or Chief Peterson

Date: 11/21/19

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94819	12/03/2019	SUPERIOR SEWER & WATER,	2019-06-2	PAY REQ 2-EVERGREEN DR SAN SEWER/WATERM	46-09-57725-000	526,988.98
Total 94819:						526,988.98
94820	12/03/2019	SYSTEMS TECHNOLOGIES	736856	HARDWARE EQUIPMENT FOR SECURITY	10-20-51460-810	3,208.33
94820	12/03/2019	SYSTEMS TECHNOLOGIES	737726	CONTRACTED LABOR HOURS	10-20-51460-290	4,941.00
94820	12/03/2019	SYSTEMS TECHNOLOGIES	738061	CAMERAS & DOOR ACCESS FOR TH	10-20-51460-290	4,951.99
Total 94820:						13,101.32
94822	12/03/2019	TYLER TECHNOLOGIES INC	060-10699	ANNUAL ASSMT SVCS 2019	10-10-51502-290	7,700.00
Total 94822:						7,700.00
94823	12/03/2019	VALLEY ELECTRIC SERVICE,	19-036	LIGHTING WORK IN PD LOCKER RM/TOOL RM	10-18-51600-360	110.00
94823	12/03/2019	VALLEY ELECTRIC SERVICE,	19-042	CONTRACTED ELECTRICAL SERVICES	10-20-51460-290	441.78
Total 94823:						551.78
94824	12/03/2019	VALLEY SCREENPRINT INC	219611	SAFETY YELLOW T-SHIRTS/SWEATSHIRTS	10-14-53311-391	1,211.81
94824	12/03/2019	VALLEY SCREENPRINT INC	219646	SAFETY JACKET GRAND CHUTE LOGO	10-14-53311-391	80.55
94824	12/03/2019	VALLEY SCREENPRINT INC	219646	SAFETY JACKET GRAND CHUTE LOGO	10-16-55200-391	35.80
Total 94824:						1,328.16
94825	12/03/2019	WCMA	111519	DUES	10-18-51400-321	208.66
Total 94825:						208.66
94826	12/03/2019	WITTHUHN PRINTING CO. INC	9231	BUSINESS CARDS TIM & DENISE	10-20-51460-390	184.00
Total 94826:						184.00
Grand Totals:						795,452.03

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
94729	11/21/2019	YMCA OF THE FOX CITIES	CM10503	YMCA PARTNERSHIP	10-18-51400-390	90.00- V
Total 94729:						90.00-
94782	11/21/2019	OUTAGAMIE COUNTY CLERK	111919	2019 DOG LICENSES	10-00-24330	3,549.25
Total 94782:						3,549.25
94783	11/21/2019	THE HORTON GROUP	111419	TAX COLLECTOR BOND	10-19-51501-390	2,170.84
Total 94783:						2,170.84
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELEC FIRE STATIONS	10-13-52200-220	4,292.91
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELEC MAINTENANCE GARAGE	10-14-53311-220	376.97
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELEC TRAFFIC SIGNALS/LIGHTS	10-14-53311-348	795.56
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELEC STREET LIGHTS	10-14-53420-220	28,160.97
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC TOWN PARKS	10-16-55200-220	1,630.52
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC PEDESTRIAN CROSSING	10-16-55400-220	47.96
94785	11/21/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC TOWN HALL BUILDING	10-18-51600-220	8,793.94
Total 94785:						44,098.83
94787	12/03/2019	ACC AUTOMATED COMFORT	25139	FALL HVAC MAINTENANCE AT MUNICIPAL BLDG	10-18-51600-290	3,709.36
94787	12/03/2019	ACC AUTOMATED COMFORT	25176	SVC TRUCK GARAGE EXHAUST FAN	10-18-51600-290	646.94
94787	12/03/2019	ACC AUTOMATED COMFORT	25177	FALL MAINT ON HVAC EQUIP AT TOWN CENTER PA	10-16-55200-360	579.23
Total 94787:						4,935.53
94788	12/03/2019	ADVANCE CONSTRUCTION	2016-14-13	PAY REQ 13-CASALOMA DRIVE URBANIZATION	55-14-57331-000	31,566.55
94788	12/03/2019	ADVANCE CONSTRUCTION	2016-14-13	PAY REQ 13-CASALOMA DRIVE URBANIZATION	55-14-57331-000	17,664.46-
94788	12/03/2019	ADVANCE CONSTRUCTION	2016-14-13	PAY REQ 13 CASALOMA DR VICTORY LANE R-A-B	55-14-57331-000	68,492.04
Total 94788:						82,394.13
94789	12/03/2019	ADVANTAGE POLICE SUPPLY I	19-0724	FIRST RESPONSE RESPIRATOR MASK-7735	10-17-52100-346	406.25
Total 94789:						406.25
94791	12/03/2019	ARMSTRONG, JAQUILLE	111319	CITATION OVERPAYMENT BE405379-2	10-15-45100	76.50
Total 94791:						76.50
94792	12/03/2019	BADGER FIRE INSPECTION LL	2358	LADDER TESTING	10-13-52200-290	1,207.00
Total 94792:						1,207.00
94793	12/03/2019	CENTURY 21 ACE REALTY	111419	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	214.28
Total 94793:						214.28
94794	12/03/2019	CONNECTING POINT	509504A-IN	FINAL PAYMENT ON PD CONF. RM	10-20-51460-810	476.10
Total 94794:						476.10
94795	12/03/2019	EMC INSURANCE	1437995	GRAND VIEW CENTER CLAIM 1437995	10-19-51910-390	3,000.00

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94795:						3,000.00
94796	12/03/2019	FAITH TECHNOLOGIES INC	704125	BLOCK HRS FOR DATA CABLES; ACCESS CABLES;	10-20-51460-290	17,500.00
Total 94796:						17,500.00
94797	12/03/2019	FIRE APPARATUS & EQUIPME	20402	2621 OFFICER SEAT CUSHION	10-13-52200-350	406.25
Total 94797:						406.25
94798	12/03/2019	FOX VALLEY METRO P.D.	019-16852	CHAPLAIN PROGRAM CLOTHING	26-17-52900-391	384.25
Total 94798:						384.25
94799	12/03/2019	FPSOLUTION	13123	ST.1 SPRINKLER INSPECTION	10-13-52200-290	195.00
Total 94799:						195.00
94800	12/03/2019	G&G TRANSLATORS DBA UNI	2300	SPANISH TRANSLATION	10-17-52110-210	30.00
Total 94800:						30.00
94801	12/03/2019	HOEPPNER, ALEX	111819	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	70.73
Total 94801:						70.73
94802	12/03/2019	HUTCHISON, CHRISTOPHER	111819-MBD	MAILBOX REIMBURSEMENT FROM SNOW PLOW D	10-14-53312-340	75.00
Total 94802:						75.00
94803	12/03/2019	JOHNSON CONTROLS FIRE P	21294890	ANNUAL FEE-FIRE ALARM SYSTEM SVC TCP	10-16-55200-290	365.00
94803	12/03/2019	JOHNSON CONTROLS FIRE P	21301750-R	ANNUAL FEE-MONITORING SYSTEM FOR TOWN C	10-16-55200-290	459.50
Total 94803:						824.50
94804	12/03/2019	KONNECT	697	YEARLY WEB HOSTING	10-20-51460-290	1,120.00
Total 94804:						1,120.00
94805	12/03/2019	LAFORCE	1116236	REPLACE EXTERIOR DOOR 4, STAIRWELL	10-18-51600-360	3,778.00
Total 94805:						3,778.00
94807	12/03/2019	LEOTEK ELECTRONICS USA	4111164285	LED LIGHTS FOR TRAFFIC SIGNALS	10-14-53311-348	1,649.80
Total 94807:						1,649.80
94808	12/03/2019	MACH IV	7019	WETLAND DELINEATION-COENEN	10-09-56900-211	3,842.16
Total 94808:						3,842.16
94809	12/03/2019	MARCO INC NW7128	INV7011734	MONTHLY PLOTTER BILL	10-09-56900-290	30.40
94809	12/03/2019	MARCO INC NW7128	INV7011734	MONTHLY PLOTTER BILL	10-13-52200-290	10.14
94809	12/03/2019	MARCO INC NW7128	INV7011734	MONTHLY PLOTTER BILL	10-14-53311-290	10.13
94809	12/03/2019	MARCO INC NW7128	INV7011734	MONTHLY PLOTTER BILL	10-16-55200-290	10.13

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94809:						60.80
94810	12/03/2019	MARCO, INC	25935906	MONTHLY COPIER BILL	10-20-51460-290	2,256.62
Total 94810:						2,256.62
94811	12/03/2019	MCMAHON	0916271	CERTIFIED SURVEY MAP SERVICES	55-16-57620-000	138.00
94811	12/03/2019	MCMAHON	0916309	DRAINAGE FACILITIES CHECK	10-11-52400-210	16.70
94811	12/03/2019	MCMAHON	0916311	DRAINAGE FACILITIES CHECK	10-11-52400-210	16.70
94811	12/03/2019	MCMAHON	0916312	DRAINAGE FACILITIES CHECK	10-11-52400-210	75.00
94811	12/03/2019	MCMAHON	0916313	DRAINAGE FACILITIES CHECK	10-11-52400-210	815.05
94811	12/03/2019	MCMAHON	0916314	DRAINAGE FACILITIES CHECK	10-11-52400-210	33.40
94811	12/03/2019	MCMAHON	0916315	DRAINAGE FACILITIES CHECK	10-11-52400-210	33.40
94811	12/03/2019	MCMAHON	0916318	CONST ADMIN/ONSITE REP ELSNER RD URBANIZ	55-14-57331-000	21,340.99
94811	12/03/2019	MCMAHON	0916319	CONST ADMIN/RETENTION POND GILLET ST URB	55-14-57331-000	1,125.49
94811	12/03/2019	MCMAHON	0916320	CONSTR ADMIN/ONSITE REP CASALOMA DR URB	55-14-57331-000	1,604.61
94811	12/03/2019	MCMAHON	0916321	EVERGREEN DR(GILLET TO CULDESAC) REDESI	46-09-56900-210	1,943.70
94811	12/03/2019	MCMAHON	0916323	DESIGN/BIDDING WOODMAN DR URBANIZATION	55-14-57331-000	2,935.90
94811	12/03/2019	MCMAHON	0916325	DRAINAGE PLAN REVIEW	10-11-52400-210	1,291.42
94811	12/03/2019	MCMAHON	0916326	SPENCER/EVERGREEN MLS GRANT APPLICATION	10-14-53311-210	1,141.45
94811	12/03/2019	MCMAHON	0916327	SCHEDULE OF ASSESSMENTS-FRENCH RD PAVIN	55-14-57331-000	83.50
94811	12/03/2019	MCMAHON	0916330	DESIGN CASALOMA DR SOUTH END STREET URB	55-14-57331-000	4,212.70
94811	12/03/2019	MCMAHON	0916331	DRAINAGE PLAN REVIEW	10-00-23008	33.40
94811	12/03/2019	MCMAHON	0916332	DRAINAGE PLAN REVIEW	10-00-23008	634.23
94811	12/03/2019	MCMAHON	0916336	DRAINAGE FACILITIES CHECK	10-11-52400-210	3,124.48
94811	12/03/2019	MCMAHON	0916337	EROSION CONTROL INSPECTION	10-11-52400-210	1,703.93
94811	12/03/2019	MCMAHON	0916401	EROSION CONTROL INSPECTION	10-11-52400-210	1,121.64
Total 94811:						43,425.69
94812	12/03/2019	MOTOROLA SOLUTIONS	41530	MAINTENANCE 12/1/19-11/30/2020	10-17-52110-290	5,600.00
Total 94812:						5,600.00
94813	12/03/2019	NETMOTION SOFTWARE, INC	I0049716	NETMOTION TRAINING	10-20-51460-330	2,295.00
Total 94813:						2,295.00
94814	12/03/2019	OMNI ASSOCIATES	E2246C19-1	CTH CA ASSESSMENTS	55-14-57331-000	3,275.00
Total 94814:						3,275.00
94815	12/03/2019	OUTAGAMIE COUNTY	121089	SPANISH TRANSLATION	10-17-52110-210	61.62
Total 94815:						61.62
94816	12/03/2019	PROPERTY SOLUTIONS CONT	1750	PLANT/STAKE/MULCH 16 TREES AT LIONS & ARRO	10-16-56910-360	4,800.00
94816	12/03/2019	PROPERTY SOLUTIONS CONT	1750	PLANT/STAKE/MULCH 33 TREES THROUGHOUT T	10-16-56910-360	9,900.00
Total 94816:						14,700.00
94817	12/03/2019	RANGER SERVICES INC	11TGC19	TREE TRIMMING CHAMPION DRIVE	48-09-57731-000	1,400.00
Total 94817:						1,400.00

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
11/14/2019	PITNEY BOWES GLOBAL FINA	111419	POSTAGE	10-18-51400-311	500.00
Total 191114001:					500.00
11/14/2019	THE HARTFORD GROUP	328673232600	LIFE INSURANCE	11-18-59200-511	3,442.00
11/14/2019	THE HARTFORD GROUP	516241665652	FWRW LIFE INSURANCE	10-00-13001	156.61
Total 191114002:					3,598.61
11/15/2019	GC POLICE BENEVOLENT AS	111519	GCPBA DEPOSIT	10-00-21590	34.00
Total 191115001:					34.00
11/15/2019	SERVICE CHARGE	111519	SERVICE CHARGE OCT 2019	10-19-48110	776.60
Total 191115005:					776.60
11/20/2019	BENEFIT ADVANTAGE	417204	DCA/MED	11-18-59200-519	240.00
Total 191120001:					240.00
11/20/2019	DELTA DENTAL	321275	GROUP 2 DENTAL CLAIMS	10-00-13001	2,478.40
Total 191120003:					2,478.40
11/20/2019	GROUP INSURANCE ETFPAY	083900020191	DEC 2019 HEALTH INS	10-00-21531	150,529.26
Total 191120004:					150,529.26
Grand Totals:					158,156.87

Angie Cain, Clerk:

Angie Cain

Dated:

11/25/19

Check Issue Date	Check Number	Payee ID	Payee	Amount
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11/29/2019	191129003	1007	ERTL, MICHAEL T	1,699.68-
11/29/2019	191129004	1008	GRODE, ROBERT W	1,651.32-
11/29/2019	191129005	1011	URBAN, JOHN J	1,775.97-
11/29/2019	191129006	1015	HARTFIEL, BRIAN M	649.63-
11/29/2019	191129007	1024	ARFT, MICHAEL J	1,923.55-
11/29/2019	191129008	1025	STINGLE, GREGORY A	1,418.94-
11/29/2019	191129009	1027	COENEN, RANDY N	2,304.85-
11/29/2019	191129010	1030	FULCER, SAMUEL R	1,263.33-
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11/29/2019	191129012	1049	BUTTERIS, JERROD B.	1,427.84-
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11/29/2019	191129022	1066	BLACK, AYL A M	433.51-
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11/29/2019	191129024	2022	SCHOWALTER, DAVID A	450.84-
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11/29/2019	191129042	3048	BERKERS, SANDRA J	297.63-
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11/29/2019	191129097	6149	KILLEEN, CHRISTOPHER T	64.65-
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11/29/2019	191129130	7119	SHEPHERD, JAMES M	1,790.49-
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11/29/2019	191129150	8045	STADEL, ROBERT W	32.32-
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Grand Totals:				
	163			307,771.91-



Grand Chute

AGENDA REQUEST

December 3, 2019

TOPIC: Approve a senior playground project at Prairie Hill Park and update to the Capital Improvement Plan.

<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>

ISSUE: The Leadership Fox Cities Committee is interested in partnering with the Town of Grand Chute Parks and Recreation to implement an outdoor recreation space for senior citizens at Prairie Hill Park.

BACKGROUND/ANALYSIS: The committee targeted Prairie Hill Park for a senior playground because the park is close to bus routes and the surrounding area is comprised of seniors as the majority that already enjoy walking access to the park. The park staff is looking for ways to provide recreational opportunities to our aging population and believe this is a good location and addition to our existing playground.

The Capital Improvement Plan includes the design to update the existing playground in 2021 and construction in 2022. The proposed senior playground footprint would be incorporated as an addition to the existing space. The Capital Improvement Plan would be updated to include the Senior Fitness System and move the existing playground update to coincide with this work in 2021.

RECOMMENDATION: The staff is recommending approval of the Senior Playground Project and update to the Capital Improvement Plan.

FISCAL IMPACT: CIP, Donation

ATTACHMENTS:

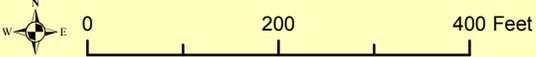
Prairie Hill Park Ice Rink and Senior Fitness Map
Fox Cities Leadership Committee proposal
Platinum System from Xccent Fitness



PROPOSED SENIOR FITNESS

PROPOSED ICE RINK

PRAIRIE HILL PARK



Project Title

Senior Playground Project – Leadership Fox Cities 2019-2020 cohort

Team Members

Abby Liebergen (Baker Tilly)
Beni Westgor (United Way Fox Cities)
Brandon Schmitz (Plexus Corp.)
Kim Chonos (Wisconsin Timber Rattlers)
Kristine Jacobsen (City of Menasha)
Randy DeCoster (Miller Electric)

Goal/Objective

To create and implement a safe, fun, outdoor recreation space designed specifically for senior citizens, to encourage overall health and well-being in a natural environment.

Description

An aging population needs extra care, attention and access to recreational spaces so that they can maintain a healthy lifestyle and longevity. With access to a 'senior playground' seniors can gain the benefits of being among nature, increased physical health and social interaction. Playground equipment will be specifically designed for senior agility and be built in green space managed by a partnering municipality. It can be accessible to anyone from grandparents, those in assisted and skilled nursing facilities, non-profit organizations and others. While this project can focus on one of the largest populations in need of support, it can also serve the community as a whole by promoting physical and social health and well-being.

Plan

Prairie Hill Park in Grand Chute is the target location for the playground equipment. This park is close to bus routes and the surrounding area is comprised of seniors as the majority that already enjoy walking trails at this park. The Parks and Recreation Department is looking for ways to promote active lifestyles for the aging population and is offering slow yoga and tai chi. This equipment would be an excellent complement to those classes and offer more active options for our seniors at a key location.

Target equipment is the Platinum System from Xccent Fitness. This set has 18 different activities that build balance, flexibility, and strength. The equipment will need a 30 feet by 30 feet surface for installation. Colors can be changed to match current parks theme. The equipment is designed for outdoor installation and use. Xccent Fitness, headquartered in Minnesota, makes reputable equipment designed for climates like Wisconsin.

Timeline

Targeting fall of 2021 for installation/project completion. Project Next steps:

- Presentation for Grand Chute Park Commission on 11/11/19.
- Presentation to Grand Chute Town Board on 12/03/19.

Financials

- Platinum Wellness System \$29,705.50 + Shipping \$ (TBD)
- Poured in place surface estimated at \$15,000.00 + Installation \$ (TBD)



REAL. OUTDOOR. FITNESS.

XCCENT FITNESS, 5240 257TH STREET, WYOMING, MN 55092 | 651.462.9200 | 800.933.4748



WHO WE ARE

Xccent Fitness is a USA manufacturer of high-quality outdoor fitness equipment designed for teens through active aging adults. The entire line of fitness products provides outstanding fitness benefits to all people of various fitness levels to utilize on their own time and at their own pace, while socializing and enjoying the great outdoors.



XCCENTFITNESS.COM



Senior Fitness Philosophy

Aging is a natural process causing physical, psychological, and social changes. As we age, we lose physical abilities that affect our daily living activities. Xccent Fitness strives to make living environments attractive and fun where seniors can enjoy life, exercise, and socialize.

The design of Motion Wellness Systems is based upon fall assessment and fall reduction of seniors, while enhancing physical and cognitive skills and providing a great social setting. Among adults 65 and older, falls are the leading cause of injury. This system helps build and improve individuals' confidence, balance, and strength needed to reduce falls and improves everyday life activities, such as: navigating stairs, reaching for items in a cupboard, or simply getting up out of a chair.

Motion Wellness Systems is not just a piece of fitness equipment, it's a means to improve quality of life as we age.

Motion Wellness Systems start on page 6.

Xccent Fitness | 800.933.4748



Fitness Philosophy

Our busy lifestyles don't allow much free-time, and our fresh air is limited to brief moments running between house, car, work, school, store, and home. Traditional fitness centers require costly monthly dues and keep us indoors. Exercising outdoors has many physiological and psychological benefits, while greatly reducing tension and stress.

Xccent Fitness offers over 30 different pieces of outdoor fitness equipment for teens and adults and includes ADA accessible equipment.

Xccent Fitness offers real outdoor fitness opportunities to everyone.

Active Outdoor Fitness starts on page 12.



QUALITY IN EVERYTHING



QUALITY IN EVERYTHING

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Our Story

Xccent Fitness formed in 2010 with a simple mission of designing and manufacturing outdoor fitness equipment with industry leading technology and quality. Xccent, Inc. has manufactured outdoor commercial playgrounds for over 30 years and utilizes the same process to manufacture outdoor fitness equipment made to withstand harsh environments. The demand for equipment quickly grew, and Xccent fitness expanded the line to over 30 pieces covering upper, core and lower body strength, cardio, stretching, and balance. In 2012, Xccent Fitness designed and manufactured industry-leading Motion Wellness Systems equipment for seniors, which is a perfect fit for senior communities to help reduce falls and increase strength and balance while socializing. All Xccent Fitness equipment is designed and manufactured in Wyoming, Minnesota, USA.

The Xccent Fitness Difference — Believe in Better

Xccent equipment is made in the USA with USA made steel. Xccent, Inc. is a certified IPEMA lab and earned ISO-9001 certification.



Our equipment is designed and manufactured to meet or exceed ASTM F3101-15 requirements and other industry standards. Our custom built 10-stage prep and powder coating process is unique to the recreation industry. Metal components are sealed and rinsed with reverse osmosis water treatment system. This critical process protects metal components against corrosion under the coating. Xccent's vinyl coating on hand grips and foot plates offers some of the best slip-resistance and traction control coating in the recreation market, while still being comfortable to use.

True to Form

While outdoor fitness equipment typically brings to mind images of simple circuit stations and “boxy” looking equipment, Xccent Fitness believes great outdoor equipment needs aesthetic appeal to engage users and be as beautiful as the outdoors itself.

Our patented Arch Design (U.S. Patent No. US D660,993 S) is aesthetically pleasing, blending in naturally with the landscape while engaging users. Secondly, the arch design improves function by enclosing all moving parts with no-pinch, no-crush, or no-shear points protecting both users and observers.

Xccent Fitness has redefined industry standards not only in industrial design, but also through a series of industry firsts by the use of a patent pending Torsion Axle System (U.S. Application No. US 61 835,133). The Torsion Axle System is unique in several ways: provides minimal resistance increasing fitness benefits; prevents pinch, shear, crush points; the internal polymer stopping mechanism is designed to eliminate steel-on-steel friction, which reduces noise and prevents bearing failures.

PATENTED TORSION AXLE





Age is more than a number — it's an opportunity to serve a growing population. Motion Wellness Systems are more than a fitness concept, it is a way to improve quality of life and daily life function abilities for the aging population.

The design of Motion Wellness Systems is based upon fall assessment and fall reduction of seniors, while enhancing physical and cognitive skills and providing a great social setting. Among adults 65 and older, falls are the leading cause of injury. The systems not only helps build and improve confidence, balance, and strength, needed to reduce falls, they also help perform everyday life activities, such as: walking up and down stairs, reaching for an item in a cupboard, or simply getting up out of a chair.



"Motion Wellness Systems accessories contribute to a senior's motion, strength, posture, balance, and coordination, while reducing the risk of falls and increasing overall fitness abilities¹."



PLATINUM System



ROPE COURSE Station

MARKETS WE SERVE

- Naturally Occurring Retirement Communities (NORC)
- Independent Senior Living Communities
- Assisted-Living Facilities
- Parks & Recreation
- Municipalities
- Hospitals
- Rehabilitation Centers & Clinics
- Community Centers

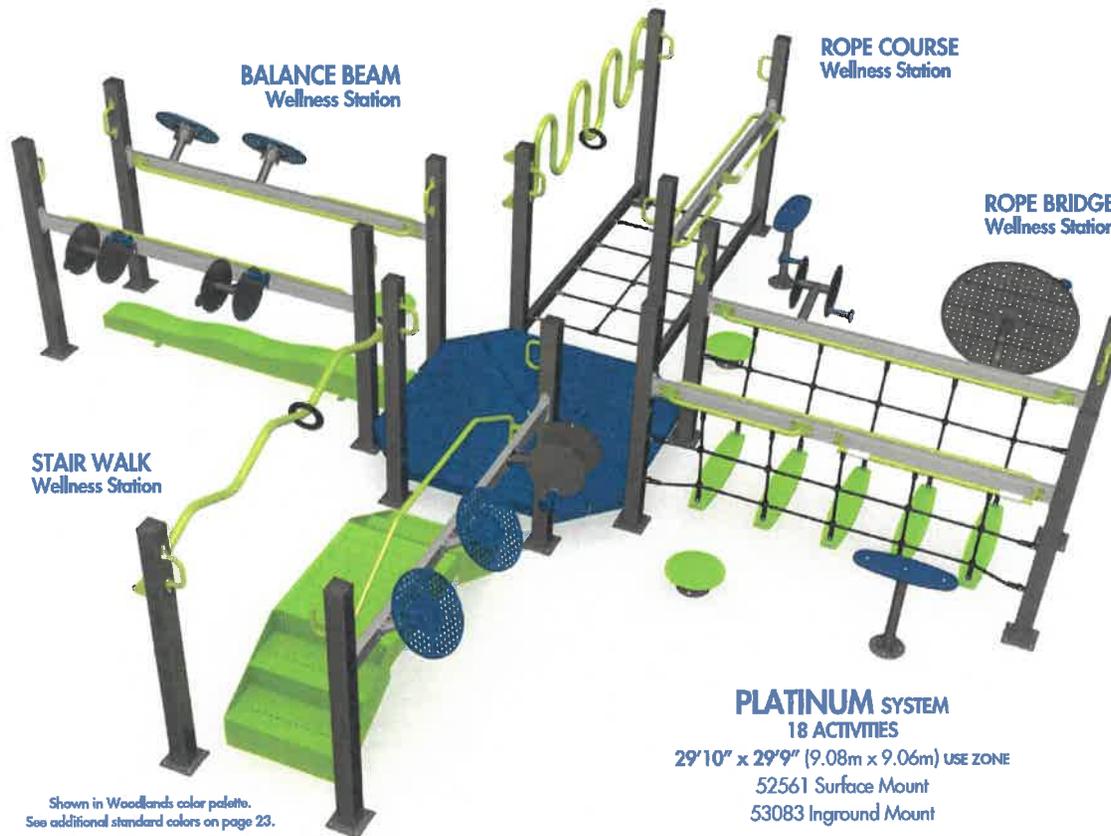


¹Motion Wellness Systems White Paper, Carole B. Lewis, PT, DPT, GCS, GTC, CCOEE, MPA, MSG, PhD, FAPTA Editor-in-Chief, Topics in Geriatric Rehabilitation Adjunct Professor, George Washington University Department of Geriatrics, College of Medicine 5343 4th St. NW Washington, DC 20015



'On the opening day of our Wellness Plaza, senior adults surrounded us with hugs of appreciation: 'Thanks for remembering us!' and 'I can really use this!' Xccent's Motion Wellness system is first class, not only in its safety features, but also in the company's passion for its purpose. The thirty businesses who partnered with the City to make this wonderful Plaza possible are more than thrilled with the Plaza and its continuous appeal. We are excited about Phase II of our plan, and of course Xccent will be a part of it. Thank-you; thank-you; thank-you!"

Kim Zabbia, First Lady & Plaza Co-Coordinator
City of Ponchatoula, Louisiana



Shown in Woodlands color palette.
See additional standard colors on page 23.

PLATINUM SYSTEM
18 ACTIVITIES
29'10" x 29'9" (9.08m x 9.06m) USE ZONE
52561 Surface Mount
53083 Inground Mount

Build Your Own Wellness System

Create a Motion Wellness System to fit your space, budget, and exercise needs by choosing any combination of the following stations: Stair Walk, Balance Beam, Rope Bridge, and Rope Course. Build a customized system that works for you!



See standalone stations on pgs 10-11.





Build Your Own Design — with Standalone Stations

Stations may be purchased as standalone events or connected with other stations, creating an ultimate senior fitness system.



shown in Woodlands color palette

Stair Walk Wellness Station – 4 ACTIVITIES

15'9" x 11'2" (4.80m x 3.40m) USE ZONE

SURFACE MOUNT: 52568 Standalone

INGROUND MOUNT: 53085 Standalone

Walking up and down stairs is one of the best kept secrets in preventive medicine. Too often, many elderly people stop climbing stairs too soon, which can increase the probability of a fall.

The Stair Walk Wellness Station will build confidence and ability to walk up and down stairs by improving balance and grip strength. This station also offers events that promote cognitive exercises, hand-eye coordination, upper-body flexibility, and enhance relaxation and meditation.

1. Fitness Steps
2. Zig Zag Pipe with Hand Ring
3. Hand Bike
4. Tai Chi Wheels

Rope Bridge Wellness Station – 5 ACTIVITIES

15'9" x 11'2" (4.80m x 3.40m) USE ZONE

SURFACE MOUNT: 52567 Standalone

INGROUND MOUNT: 53084 Standalone

The Rope Bridge Wellness Station makes exercise fun and brings you back to the playground while enhancing the skills needed to reduce falls. The bridge walk may appear challenging, but it is the best assessment to understand one's susceptibility to falling.

The Rope Bridge walking pads are designed within inches of the surfacing to ensure a safe product. This station also offers events that promote further balance, upper-body flexibility, and enhance relaxation and meditation.

1. Rope Bridge Walk
2. Sitting Hand Throttle Bar
3. Balance and Hip Twist
4. Shoulder Wheel
5. Hand Bike



shown in Patriot color palette

Balance Beam Wellness Station – 5 ACTIVITIES

15'9" x 11'2" (4.80m x 3.40m) USE ZONE

SURFACE MOUNT: 53122 Standalone — 52569 Add-On

INGROUND MOUNT: 53086 Standalone — 53127 Add-On

People who have trouble maintaining their balance have an increased risk for falling. This can be a particularly dangerous situation for older adults.

The Balance Beam Wellness Station improves overall upper and lower body strength, and gives confidence to walk in areas or conditions that may be more difficult to navigate. This station also offers events that promote flexibility and enhance relaxation and meditation.



shown in Sunrise color palette

1. Balance Beam
2. Hand Bike (2x)
3. Tai Chi Wheels
4. Balance and Hip Twist



shown in Woodlands color palette

Rope Course Wellness Station – 4 ACTIVITIES

15'9" x 11'2" (4.80m x 3.40m) USE ZONE

SURFACE MOUNT: 52570 Standalone

INGROUND MOUNT: 53087 Standalone

The Rope Course Wellness Station is the ultimate exercise for improving eye-foot coordination by challenging individuals to step in between each rope square from moving front to back and from side to side.

The repetitive process improves mobility and balance to navigate tough conditions and reduce falls. This station also offers events that promote cognitive exercises, hand-eye coordination, upper-body flexibility, and enhance relaxation and meditation.

1. Rope Net Floor
2. Snake Pipe with Hand Ring
3. Balance and Hip Twist
4. Sitting Hand Throttle Bar





AIR SKIER

Air Skier

Cardio + Core Body

Striding motion improves hip and lower-body flexibility, while toning legs and glutes. Provides a great low-impact, cardio workout by duplicating the motions of cross-country skiing.

Inground Mount 50145 — Surface Mount 50144

Number of Users: 1

Dimensions: 85"L x 29"W x 69"H or (216cm x 74cm x 176cm)



DOUBLE AIR STRIDER

Air Strider

Cardio + Core Body + Lower Body

Striding motion improves hip and lower-body flexibility, while toning legs and glutes. Provides a great no-impact, cardio workout.

Double Air Strider: Inground Mount 48948 — Surface Mount 48949

Number of Users: 2

Dimensions: 106"L x 82"W x 50"H or (270cm x 209cm x 127cm)

Single Air Strider: Inground Mount 45233 — Surface Mount 44649

Number of Users: 1

Dimensions: 106"L x 44"W x 50"H or (270cm x 112cm x 127cm)



SINGLE AIR STRIDER

Air Strider Double Hip Swing Combo

Cardio + Core Body + Lower Body

Striding motion improves hip and lower-body flexibility, while toning legs and glutes. Provides a great no-impact, cardio workout. The pendulum motion of the Hip Swing improves lower-back and waist flexibility. Tones core and oblique muscles.

Single: Inground Mount 48960 — Surface Mount 48961

Number of Users: 3

Dimensions: 106"L x 68"W x 50"H or (270cm x 173cm x 127cm)

Double: Inground Mount 48968 — Surface Mount 48969

Number of Users: 4

Dimensions: 106"L x 104"W x 50"H or (270cm x 265cm x 127cm)

AIR STRIDER/
DOUBLE HIP
SWING COMBO

ELLIPTICAL

Elliptical

Cardio + Lower Body + Upper Body + Core Body

Genuine elliptical motion creates optimum low-impact cardio workout, improving full-body flexibility while toning arms, obliques, waist, hips, glutes, quads, and calves.

Inground Mount 45234 — Surface Mount 44989

Number of Users: 1

Dimensions: 78"L x 29"W x 65"H or (198cm x 74cm x 165cm)

RECURBENT
BIKE

Recumbent Bike

Cardio + Lower Body + Core Body

The recumbent bike strengthens and tones legs and hips, while providing an effective, low-impact cardio workout.

Inground Mount 53050 — Surface Mount 53049

Number of Users: 1

Dimensions: 53"L x 28"W x 36"H or (92cm x 72cm x 135cm)

ARM & LEG
PRESS COMBO

Arm & Leg Press Combo

Lower Body + Upper Body

A unique bodyweight resistance unit that allows lower and upper body workout. Change resistance by changing your body positioning. Torsion axle pivot prevents pinch and crush points.

Inground Mount 50471 — Surface Mount 50472

Number of Users: 1

Dimensions: 36"L x 40"W x 93"H or (92cm x 102cm x 237cm)



BALANCE BEAM

Balance Beam

Lower Body + Traditional Fitness

An enjoyable way of testing and improving balance and agility, which is an important aspect of motor development.

Inground Mount 50479 — Surface Mount 50478

Number of Users: 2

Dimensions: 94"L x 12"W x 10"H or (239cm x 31cm x 26cm)

STEP & BALANCE/
DOUBLE HIP
TWIST

Step Balance Double Hip Twist Combo

Cardio + Core Body + Lower Body + Stretch and Flexibility

Stair stepping strengthens and tones legs, hips, hamstrings, calves, and glutes while improving overall balance and coordination. Standing or seated rotating motion improves lower back and waist flexibility. Tones abs, waist and obliques.

Inground Mount 48962 — Surface Mount 48963

Number of Users: 4

Dimensions: 124"L x 65"W x 48"H or (315cm x 165cm x 122cm)

STEP & BALANCE/
DOUBLE HAND
BIKE

Step Balance Double Hand Bike Combo

Cardio + Upper Body + Lower Body

Stair stepping strengthens and tones legs, hips, hamstrings, calves, and glutes while improving overall balance and coordination. The wheelchair accessible Hand Bike exercise is great for engaging shoulders, upper body and abdomen. Increase intensity by increasing speed.

Inground Mount 48942 — Surface Mount 48943

Number of Users: 4

Dimensions: 124"L x 53"W x 61"H or (315cm x 135cm x 155cm)

PLYOMETRIC
BOXES

Plyometric Box — 12" • 18" • 24"

Lower Body + Stretch and Flexibility

Use in multiple exercise options: box jumps, dips, and push-ups, while enhancing balance abilities. Available in three different heights; one box per part number.

Inground Mount 12"—52933; 18"—52935; 24"—52937

Surface Mount 12"—52932; 18"—52934; 24"—52936

Number of Users: 1 per box

Dimensions: 20"L x 20"W x height varies (52cm x 52cm x height varies)

DOUBLE
AIR STRIDER

ACTIVE™
OUTDOOR FITNESS

ARM & LEG
PRESS COMBO



KNEE RAISE & DIP COMBO

Knee Raise Dip Combo
Core Body + Upper Body + Stretch and Flexibility + Traditional Fitness

Abdominal workout and back stretch. Perform knee raise on one side and dips, stretching and pull-ups on the other side.
Inground Mount 50421 — Surface Mount 50422
Number of Users: 2
Dimensions: 58"L x 47"W x 96"H or (148cm x 120cm x 244cm)



TORSO BENCH

Torso Bench
Core Body + Stretch and Flexibility + Traditional Fitness
Combo sit-up and back stretch bench strengthens and tones all core, torso, trunk and back muscles.
Inground Mount 45228 — Surface Mount 44556
Number of Users: 1
Dimensions: 97"L x 20"W x 32"H or (247cm x 51cm x 82cm)



SINGLE & DOUBLE LOWER BACK TRAINER

Lower Back Trainer (Short or Tall)
Core Body + Lower Body
The back extension equipment strengthens the lower erector spine muscles of the lower back, as well as the gluteus and hamstring areas. Short model is designed for a person with a maximum height of 5'6" and tall model is for a person with a maximum height of 6'4".
Short Inground Mount 50488 — Surface Mount 50464
Number of Users: 1
Tall Inground Mount 50490 — Surface Mount 50489
Number of Users: 1
Double Tall Inground Mount 50467 — Surface Mount 50466
Number of Users: 2
Short Dimensions: 27"L x 18"W x 32"H or (69cm x 46cm x 82cm)
Tall Dimensions: 27"L x 18"W x 35"H or (69cm x 46cm x 89cm)



DOUBLE HIP TWIST

Double Hip Twist
Core Body + Stretch and Flexibility
Standing or seated rotating motion improves lower back and waist flexibility. Tones abs, waist and obliques.
Inground Mount 45226 — Surface Mount 44305
Number of Users: 2
Dimensions: 106"L x 38"W x 48"H or (270cm x 97cm x 122cm)



DOUBLE HIP SWING

Double Hip Swing
Core Body
The pendulum motion of the Hip Swing improves lower-back and waist flexibility. Tones core and oblique muscles.
Inground Mount 45232 — Surface Mount 44628
Number of Users: 2
Dimensions: 106"L x 33"W x 48"H or (270cm x 84cm x 122cm)



HIP SWING STRETCH

Hip Swing Stretch Combo
Core Body + Stretch and Flexibility
The pendulum motion of the Hip Swing improves lower-back and waist flexibility. Tones core and oblique muscles. Stretch station allows users to stretch legs and arms.
Inground Mount 48964 — Surface Mount 48965
Number of Users: 3
Dimensions: 106"L x 22"W x 48"H or (270cm x 56cm x 122cm)



DOUBLE HIP TWIST & STRETCH COMBO

Double Hip Twist Stretch Combo
Core Body + Stretch and Flexibility
Standing or seated rotating motion improves lower back and waist flexibility. Tones abs, waist, and obliques. Stretch station allows users to stretch legs and arms.
Inground Mount 48944 — Surface Mount 48945
Number of Users: 4
Dimensions: 106"L x 38"W x 48"H or (270cm x 97cm x 122cm)



STANDING HIP TWIST & STRETCH

Standing Hip Twist Stretch Combo
Core Body + Stretch and Flexibility
Standing or seated rotating motion improves lower back and waist flexibility. Tones abs, waist, and obliques. Stretch station allows users to stretch legs and arms.
Inground Mount 48950 — Surface Mount 48951
Number of Users: 3
Dimensions: 106"L x 26"W x 48"H or (270cm x 66cm x 122cm)



SITTING HIP TWIST & STRETCH

Sitting Hip Twist Stretch Combo
Core Body + Stretch and Flexibility
Seated rotating motion improves lower back and waist flexibility. Tones abs, waist and obliques. Stretch station allows users to stretch legs and arms.
Inground Mount 48976 — Surface Mount 48977
Number of Users: 3
Dimensions: 106"L x 32"W x 48"H or (270cm x 82cm x 122cm)



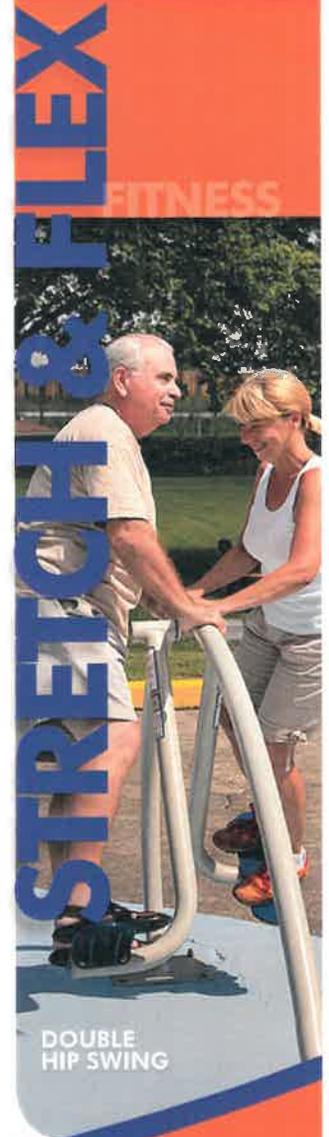
STEP & BALANCE / STRETCH COMBO

Step Balance Stretch Combo
Cardio + Lower Body + Stretch and Flexibility
Stair stepping strengthens and tones legs, hips, hamstrings, calves, and glutes while improving overall balance and coordination. Stretch station allows users to stretch legs and arms.
Inground Mount 48958 — Surface Mount 48959
Number of Users: 4
Dimensions: 124"L x 40"W x 48"H or (315cm x 102cm x 122cm)



DOUBLE STRETCH

Double Stretch
Stretch and Flexibility
The Double Stretch station allows users to stretch legs and arms. Many different angles and heights available on each side of the station.
Inground Mount 45231 — Surface Mount 44605
Number of Users: 4
Dimensions: 106"L x 13"W x 48"H or (270cm x 33cm x 122cm)



DOUBLE HIP SWING



**STEP & BALANCE/
SITTING HIP TWIST**

Step Balance Sitting Hip Twist Combo

Cardio + Lower Body + Core Body + Stretch and Flexibility
Stair stepping strengthens and tones legs, hips, hamstrings, calves, and glutes while improving overall balance and coordination. Seated rotating motion improves lower back and waist flexibility. Tones abs, waist and obliques.

Inground Mount 50715 — Surface Mount 50714
Number of Users: 3
Dimensions: 124"L x 65"W x 48"H or (315cm x 165cm x 122cm)



**COMPOUND
PUSH UP**

Compound Push-Up

Upper Body
Multi-height push-up motion creates an upper body exercise that tones arms, chest, shoulders and back.

Inground Mount 48940 — Surface Mount 48941
Number of Users: 2
Dimensions: 97"L x 32"W x 41"H or (247cm x 52cm x 105cm)



**TAI CHI/
DOUBLE HAND
BIKE COMBO**

Tai Chi Double Hand Bike Combo

Upper Body + Stretch and Flexibility
Wheelchair accessible on both events. The textured Tai Chi wheels stimulate blood flow and circulation by gently massaging the palms. This exercise may also be used as a standing meditation. The Hand Bike exercise is great for engaging shoulders, upper body and abdomen. Increase intensity by increasing speed.

Inground Mount 48978 — Surface Mount 48979
Number of Users: 3
Dimensions: 106"L x 32"W x 61"H or (270cm x 82cm x 155cm)



**PULL-UP DIP
COMBO STATION**

Pull-Up Dip Combo Station

Upper Body + Stretch and Flexibility + Traditional Fitness
Multi-height pull-up, chin-up, and stretch with a suspending dip station that strengthens and tones, arms, chest, shoulders, and back. Multi-use station.

Inground Mount 48954 — Surface Mount 48955
Number of Users: 2
Dimensions: 53"L x 37"W x 96"H or (135cm x 94cm x 244cm)



**STANDING HIP
TWIST & DOUBLE
HAND BIKE**

Standing Hip Twist Double Hand Bike Combo

Core Body + Upper Body + Stretch and Flexibility
Standing rotating motion improves lower back and waist flexibility. Tones abs, waist and obliques. The wheelchair accessible Hand Bike exercise is great for engaging shoulders, upper body and abdomen. Increase intensity by increasing speed.

Inground Mount 48952 — Surface Mount 48953
Number of Users: 3
Dimensions: 106"L x 38"W x 61"H or (270cm x 97cm x 155cm)



PARALLEL BARS

Parallel Bars

Upper Body + Traditional Fitness
Parallel Bars used as support for a wide variety of stretching exercises as well as upper body and leg strengthening movements.

Inground Mount 50476 — Surface Mount 50475
Number of Users: 2
Dimensions: 82"L x 32"W x 42"H or (209cm x 82cm x 107cm)



WAVE LADDER

Wave Ladder

Upper Body + Traditional Fitness
The Wave Ladder helps improve agility and upper body strength. Overhead exercise promotes grip strength while toning arms, chest, shoulders, and back.

Inground Mount 48972 — Surface Mount 48973
Number of Users: 2
Dimensions: 101"L x 53"W x 137"H or (257cm x 135cm x 348cm)



**SINGLE PUSH
UP BARS**

Single Push-Up

Upper Body + Traditional Fitness
Classic push-up motion creates an upper body exercise that is suitable for multiple strength levels. Tones arms, chest, shoulders and back.

Inground Mount 48974 — Surface Mount 48975
Number of Users: 2
Dimensions: 101"L x 37"W x 32"H or (257cm x 94cm x 82cm)

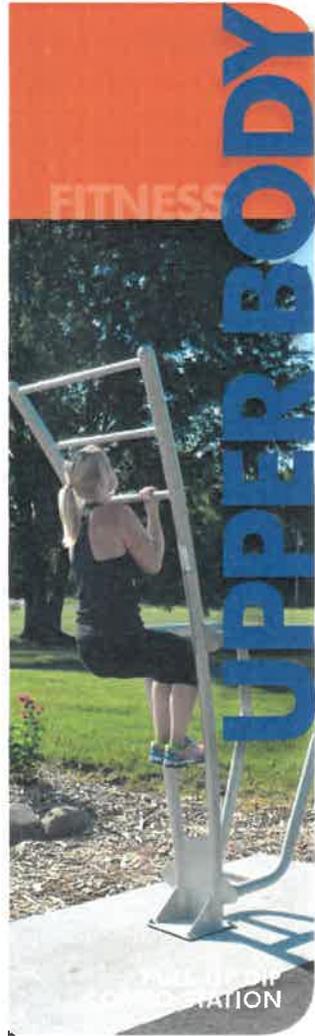


**HORIZONTAL
LADDER**

Horizontal Ladder

Upper Body + Traditional Fitness
The Horizontal Ladder helps improve agility and upper body strength. Overhead exercise promotes grip strength while toning arms, chest, shoulders, and back.

Inground Mount 48970 — Surface Mount 48971
Number of Users: 2
Dimensions: 101"L x 53"W x 134"H or (257cm x 135cm x 341cm)



	CARDIO	CORE	LOWER	UPPER	STRETCH
ELLIPTICAL	●	●	●	●	
AIR SKIER	●	●	●	●	
RECLUBENT BIKE	●	●	●	●	
AIR STRIDER	●	●	●	●	
AIR STRIDER/DOUBLE HIP SWING COMBO	●	●	●	●	
ARM & LEG PRESS COMBO		●	●	●	
PULL-UP DIP STATION		●	●	●	●
KNEE RAISE & DIP COMBO		●	●	●	●
DOUBLE HIP SWING		●	●	●	●
TORSO BENCH		●	●	●	●
COMPOUND PUSH UP		●	●	●	●
PLYOMETRIC BOXES		●	●	●	●
HORIZONTAL LADDER		●	●	●	●
WAVE LADDER		●	●	●	●
PARALLEL BARS		●	●	●	●
DOUBLE & SINGLE LOWER BACK TRAINER		●	●	●	●
SINGLE PUSH UP BARS		●	●	●	●
HIP SWING STRETCH		●	●	●	●
STANDING HIP TWIST & DOUBLE HAND BIKE		●	●	●	●
TAI CHI/DOUBLE HAND BIKE COMBO		●	●	●	●
SITTING HIP TWIST & STRETCH		●	●	●	●
STEP & BALANCE/DOUBLE HIP TWIST	●	●	●	●	●
STEP & BALANCE/SITTING HIP TWIST	●	●	●	●	●
STEP & BALANCE/DOUBLE HAND BIKE	●	●	●	●	●
STANDING HIP TWIST & STRETCH	●	●	●	●	●
DOUBLE HIP TWIST & STRETCH COMBO	●	●	●	●	●
DOUBLE HIP TWIST	●	●	●	●	●
STEP & BALANCE/STRETCH COMBO	●	●	●	●	●
DOUBLE STRETCH	●	●	●	●	●
BALANCE BEAM	●	●	●	●	●

● PRIMARY BENEFIT
● SECONDARY BENEFIT



ELLIPTICAL



AIR SKIER



RECLUBENT BIKE



DOUBLE AIR STRIDER



SINGLE AIR STRIDER



AIR STRIDER/DOUBLE HIP SWING COMBO



TORSO BENCH



COMPOUND PUSH UP



PLYOMETRIC BOXES



ARM & LEG PRESS COMBO



PULL-UP DIP STATION



KNEE RAISE & DIP COMBO



STEP & BALANCE/DOUBLE HAND BIKE



STANDING HIP TWIST & DOUBLE HAND BIKE



TAI CHI/DOUBLE HAND BIKE COMBO



HORIZONTAL LADDER



WAVE LADDER



PARALLEL BARS



STEP & BALANCE/DOUBLE HIP TWIST



STEP & BALANCE/SITTING HIP TWIST



STEP & BALANCE/STRETCH COMBO



DOUBLE LOWER BACK TRAINER



SINGLE LOWER BACK TRAINER



SINGLE PUSH UP BARS



STANDING HIP TWIST & STRETCH



DOUBLE HIP TWIST & STRETCH COMBO



DOUBLE HIP TWIST



DOUBLE HIP SWING



HIP SWING STRETCH



SITTING HIP TWIST & STRETCH



DOUBLE STRETCH



BALANCE BEAM



SINGLE INFORMATION SIGN

INFORMATION

Large Information Sign
Accommodates instructions for up to 12 units on one sign. Custom logos and text may also be added for additional charges. Sign is free when purchasing one of our custom designed packages.

Single Unit Information Sign
Usage instructions designed to accompany an individual unit.
Large: Inground Mount 50498 — Surface Mount 50497
Dimensions: 41"L x 23"W x 41"H or (104cm x 59cm x 104cm)
Single: Inground Mount 50508 — Surface Mount 50507
Dimensions: 12"L x 12"W x 38"H or (31cm x 31cm x 97cm)

SIGNS



LARGE INFORMATION SIGN





PREMIER PACKAGE

22 EXERCISES
44' DIAMETER MINIMUM PAD
(13.41m)
XF1518

- | | |
|--|---|
| 1. Air Skier | 7. Compound Push-Up |
| 2. Single Air Strider & Double Hip Swing Combo | 8. Knee Raise & Dip Combo |
| 3. Pull-Up & Dip Combo | 9. Double Lower Back Trainer |
| 4. Leg & Arm Press Combo | 10. Step & Balance Double Hip Twist Combo |
| 5. Elliptical | 11. Tai Chi & Double Hand Bike Combo |
| 6. Torso Bench | 12. Free Instructional sign |

BASIC PACKAGE

13 EXERCISES
34' DIAMETER MINIMUM PAD
(10.37m)
XF1516

- | |
|--|
| 1. Air Skier |
| 2. Leg & Arm Press Combo |
| 3. Knee Raise & Dip Combo |
| 4. Step & Balance Double Hip Twist Combo |
| 5. Single Air Strider & Double Hip Swing Combo |
| 6. Double Lower Back Trainer |
| 7. Free Instructional Sign |



FITNESS PACKAGES

ADVANCE PACKAGE

17 EXERCISES
46' DIAMETER MINIMUM PAD
(14.06m)
XF1517

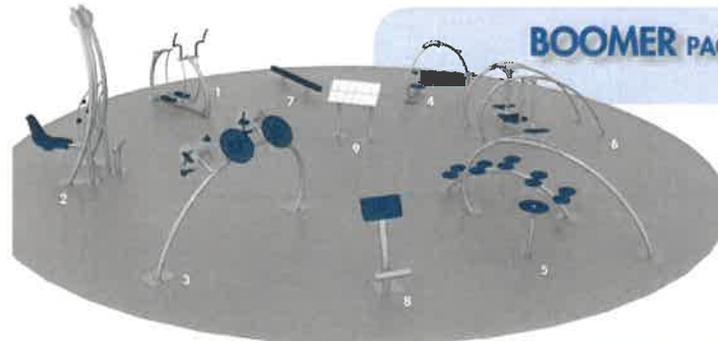
1. Elliptical
2. Leg & Arm Press Combo
3. Pull-Up & Dip Combo
4. Double Air Strider & Double Hip Swing Combo
5. Step & Balance Double Hip Twist Combo
6. Double Lower Back Trainer
7. Knee Raise & Dip Combo
8. Compound Push-Up
9. Free Instructional Sign



BOOMER PACKAGE

17 EXERCISES
40' DIAMETER MINIMUM PAD
(12.20m)
XF1514

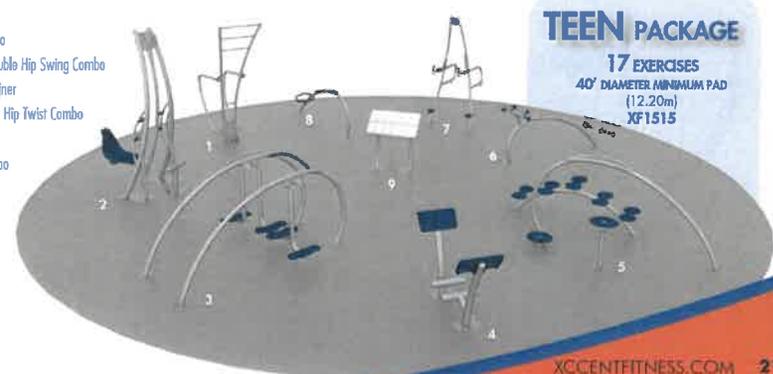
1. Air Skier
2. Leg & Arm Press Combo
3. Tai Chi & Double Hand Bike Combo
4. Standing Hip Twist & Stretch Combo
5. Step & Balance Sitting Hip Twist Combo
6. Single Air Strider Double Hip Swing Combo
7. Balance Beam
8. Single Lower Back Trainer
9. Free Instructional Sign



TEEN PACKAGE

17 EXERCISES
40' DIAMETER MINIMUM PAD
(12.20m)
XF1515

1. Pull Up & Dip Combo
2. Arm & Leg Press Combo
3. Single Air Strider & Double Hip Swing Combo
4. Double Lower Back Trainer
5. Step & Balance Double Hip Twist Combo
6. Compound Push Up
7. Knee Raise & Dip Combo
8. Torso Bench
9. Free Instructional Sign





WARRANTY

LIMITED WARRANTY: Xccent Fitness warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. This warranty will commence on the date of the Xccent Fitness invoice and terminate at the end of the period stated below.

This Warranty is valid ONLY if the products are installed properly and in conformance of the specifications, installation guides, Xccent Fitness design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions.

Xccent Fitness reserves the right to accept or reject any claim in whole or in part. Xccent Fitness will not accept the return of any product without prior written approval.

WARRANTY EXCLUSIONS: This Warranty does not cover cosmetic defects, such as scratches, dents, staining, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water; unauthorized repair or modification; abnormal use, lack of maintenance, or other cause not within Xccent Fitness' control.

This warranty does not cover damages due to "Acts of God," such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms. For complete warranty information, please visit XccentFitness.com or contact your local authorized Xccent Fitness representative.

For complete warranty information, please visit XccentFitness.com or contact your local authorized Xccent Fitness representative.

INSTALLATION: Xccent Fitness shall provide warranty repair or replacement parts free of charge, but will not be responsible for cost of freight, labor or provision of labor for removal of defective parts and installation of replacement parts. Replacement parts shall be guaranteed for the remainder of the original warranty period.

LIMITED WARRANTY TIME PERIODS on Xccent Fitness Active Outdoor Fitness and Motion Wellness Systems products.

100-YEAR LIMITED WARRANTY: Stainless steel fasteners, steel posts and caps, steel arches and stainless steel fasteners, against structural failure due to corrosion or manufacturing defects and against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY: On all steel components (except 100-year steel posts and arches), vinyl coated decks, ramps, beams, stairs and seating surfaces against structural failure due to material or manufacturing defects.

7-YEAR LIMITED WARRANTY: Site furnishings against structural failure due to materials or workmanship.

5-YEAR LIMITED WARRANTY: On all PVC handrails, foot pads, ropes, plastic components against structural failure due to material or manufacturing defects.

3-YEAR LIMITED WARRANTY: On levers, urethane handles, mechanical torsion systems, bearings, or other moving parts against structural failure due to material or manufacturing defects.

The warranty stated above is valid only if the equipment was installed in conformance with the instructions furnished by Xccent Fitness, using only Xccent Fitness-applied parts and does not include vandalism, cosmetic issues or wear and tear from normal use. Xccent Fitness reserves the right to make design revisions without notice to address safety and/or material considerations.

TERMS & CONDITIONS

The following terms and conditions govern any transaction with Xccent Fitness. Accompanying Xccent Fitness quotations, acknowledgements and/or invoices and the following terms and conditions comprise the entire agreement between each party and supersede all written and oral communications. Xccent Fitness fulfillment of an order does not constitute acceptance of any additional terms and conditions and does not serve to modify or amend these terms and conditions.

QUOTATIONS: Contact Xccent Fitness for current pricing. All quotations are firm for 30 days. Xccent Fitness reserves the right to adjust pricing and freight costs to reflect market fluctuations. Unless noted, prices do not include delivery and installation charges.

SHIPPING AND HANDLING: All Xccent Fitness product are shipped FOB Factory. Title and risk of loss to all goods sold by Xccent Fitness transfer at this shipping point. Weights shown are approximate and may vary. Freight and handling charges are additional and are not included in the price of the equipment (unless otherwise noted). Transit time is dependent upon your location. Most products are heavy and delivered on large pallets. Equipment (such as a rack) will be required to unload the shipment.

SHIPMENT LOSS OR DAMAGE CLAIMS: Visible or concealed damage during the shipment of product is the freight carrier's responsibility. A signed Bill of Lading is Xccent Fitness' receipt from the freight carrier that the shipment was complete and arrived in good condition. Before signing, shipments must be inspected immediately and visible damage must be indicated on the freight carrier's delivery receipt. Loss or damage claims must be filed within 10 days of receipt of shipment. Failure to note any damage or discrepancies on the Bill of Lading may impair the customer's right to recover damages from the freight carrier.

STORAGE OF EQUIPMENT: It is the sole responsibility of the customer to provide for storage and protection of the equipment upon receipt. Xccent Fitness does not offer a storage option. Fees may occur on any order that is not accepted on or after the estimated ship date.

INSTALLATION AND ASSEMBLY: Unless noted, all equipment is shipped unassembled. Installation charges are additional and are not included in the price of the equipment. Installation instructions are included with each shipment. Xccent Fitness assumes no responsibility for the condition of the factory-applied finishes which are damaged or altered during installation or storage. If needed, touch-up painting shall be the responsibility of the installer. No corrections or alterations are to be made to our products without permission. Any back charges must be pre-approved before any product corrections are performed.

PAYMENT TERMS: Orders may require a deposit unless otherwise arranged. Customers shall pay all invoiced amounts within the number of days stated on the invoice. Xccent Fitness may charge interest on all late payments at a rate of 1.5% per month. All product warranties will be void if associated invoice is not paid in full.

TAXES: Unless noted, Xccent Fitness will not include sales, use and excise taxes, and any other similar taxes, duties and charges. Customer shall be responsible for all such charges, costs and taxes except when an appropriate tax exempt certificate has been provided.

CANCELLATIONS AND RETURNS: Any cancellation or return must have proper written explanation and authorization in advance. All cancellations and returns are subject to a restocking charge plus freight and handling. Applicable delivery insurance will be the responsibility of the party returning the equipment. Custom products and used/damaged parts are not eligible for return.

SPECIFICATIONS: Product specifications are available and correct at the time of publication. Product improvements are ongoing and we reserve the right to update or discontinue specifications without notice.

UNAVOIDABLE DELAYS: Xccent Fitness shall not be liable or responsible for any failure or delay when caused by or results from circumstances beyond our reasonable control including, but not limited to, power outages, acts of God, natural disasters, labor disputes, carrier delays, or delay in obtaining supplies/materials.

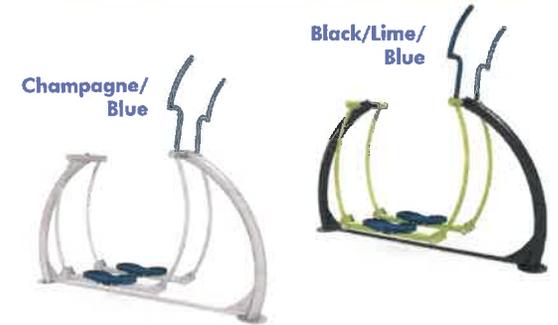
WARRANTY • TERMS & CONDITIONS



X-TUFF COATING HAND & FOOT PADS COLORS



ACTIVE OUTDOOR FITNESS Standard Colors



MOTION WELLNESS SYSTEMS Standard Colors



Visit our website at xccentplay.com to view our full line of attractive, durable outdoor site furniture!



Additional 5% charge for non-standard color combinations on both Active Outdoor Fitness and Motion Wellness Systems.



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info@xccentfitness.com

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800.933.4748



REAL. OUTDOOR. FITNESS.

TOWN OF GRAND CHUTE

RESOLUTION, SERIES OF TBR-18-2019

A RESOLUTION OF THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, AUTHORIZING VACATION AND DISCONTINUANCE OF ALL THE RIGHT-OF-WAY OF N. CORPORATE COURT.

WHEREAS, the Town of Grand Chute has received a petition of owners of all lands abutting the right-of-way of N. Corporate Court, requesting vacation and discontinuance of said right-of-way, and the release of the Vision Corner Easement thereon; and

WHEREAS, the Town of Grand Chute is authorized to approve the vacation and discontinuance of public roads, pursuant to Section 66.1003 of Wisconsin Statutes; and

WHEREAS, the Town Clerk of the Town of Grand Chute has published a Class III Notice of Intent to vacate and discontinue all of N. Corporate Court as located within the Town of Grand Chute, further described herein; and

WHEREAS, the Town of Grand Chute Plan Commission has reviewed and recommends vacation and discontinuance of all the right-of-way of N. Corporate Court and the release of the Vision Corner Easement thereon.

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

1. That all of the right-of-way of N. Corporate Court, further described on the attached Exhibit "A", be and hereby is conditionally vacated and discontinued, and the Vision Corner Easement thereon is released, effective only upon completion of the following CONDITION to the satisfaction of the Town of Grand Chute Town Board:

CONDITION: That within the vacated area more fully described on the attached Exhibit "A", the Town of Grand Chute does hereby retain a permanent easement running with the land for ingress, egress, installation, repair, replacement and/or substitution of any public utility, including, but not limited to, water mains and laterals, sanitary sewer mains and laterals, storm sewer mains and laterals, and also surface water drainage. The easement retained is for both above ground and below ground purposes and is reserved for, and/or granted to, the Town of Grand Chute and all present and future Town of Grand Chute Sanitary Districts, and their respective successors and assigns. The Town and/or its Sanitary Districts' responsibility to restore the condition of property in said easement area, after exercising any of their easement rights, is limited to restoring the surface to grade, but, there is no requirement to pay for or replace any improvements existing in the easement area, where the work of the Town and/or its Sanitary Districts' has been performed.

2. As to the vacated area described herein, and as part of this Resolution of the Town Board, and for purposes of clarity of record of title, the public road being vacated will be awarded as follows:

A. All the vacated area described on the attached Exhibit "A" going to the adjoining parcel legally described as Lot 1 of Certified Survey Map Number 7803, being part of Grand Chute West Business Park, located in the fractional Southeast ¼ of the Southwest ¼ of Section 18, T21N-R17E, Town of Grand Chute, Outagamie County, Wisconsin.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be filed and recorded with the Register of Deeds for Outagamie County, Wisconsin.

Approved and adopted this ____ day of _____, 2019.

TOWN OF GRAND CHUTE

David A. Schowalter, Town Chairman

Angie Cain, Town Clerk

Subscribed and sworn to before me
this ____ day of _____, 2019

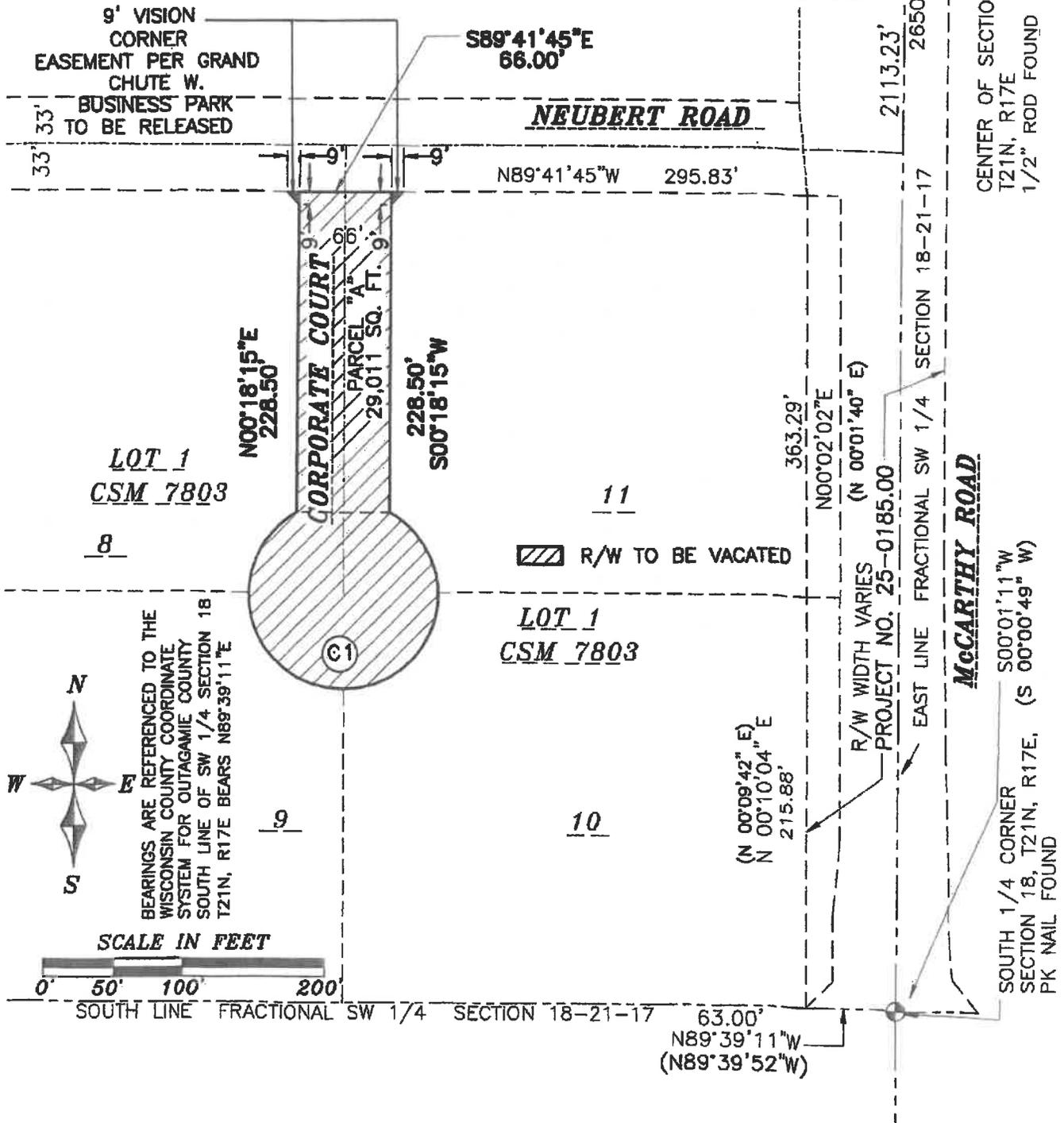
Notary Public, Outagamie County
State of Wisconsin
My Commission Expires: _____

EXHIBIT "A"

ALL OF CORPORATE COURT OF CERTIFIED SURVEY MAP NUMBER 7803, BEING PART OF GRAND CHUTE WEST BUSINESS PARK, LOCATED IN FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

CURVE DATA TABLE

CURVE NUMBER	LOT NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT BEARING IN	TANGENT BEARING OUT
C1	B-11	301°27'54"	67.50	355.15	66.00	N89°41'45"W	S61°02'12"W	N60°25'42"W



LOT 1
CSM 7803

LOT 1
CSM 7803

R/W TO BE VACATED



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM FOR OUTAGAMIE COUNTY SOUTH LINE OF SW 1/4 SECTION 18 T21N, R17E BEARS N89°39'11"E

R/W WIDTH VARIES PROJECT NO. 25-0185.00 EAST LINE FRACTIONAL SW 1/4

SOUTH 1/4 CORNER SECTION 18, T21N, R17E. (S 00°00'49" W) PK NAIL FOUND

CENTER OF SECTION 18, T21N, R17E 1/2" ROD FOUND

EXHIBIT "A"

PARCEL "A" LEGAL DESCRIPTION

ALL CORPORATE COURT OF CERTIFIED SURVEY MAP NUMBER 7803 AS RECORDED IN DOCUMENT NUMBER 2171682, BEING PART OF GRAND CHUTE WEST BUSINESS PARK, LOCATED IN FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN AND BEING DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 39 MINUTES 11 SECONDS WEST (RECORDED AS NORTH 89 DEGREES 39 MINUTES 52 SECONDS WEST), ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 63.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST (RECORDED AS NORTH 00 DEGREES 09 MINUTES 42 SECONDS EAST), ALONG THE WEST RIGHT-OF-WAY LINE OF McCARTHY ROAD AS DESCRIBED IN DOCUMENT NO. 2162709, A DISTANCE OF 215.88 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 02 SECONDS EAST (RECORDED AS NORTH 00 DEGREES 01 MINUTE 40 SECONDS EAST), ALONG SAID WEST RIGHT-OF-WAY LINE, 363.29 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF NEUBERT ROAD 295.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 18 MINUTES 15 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF CORPORATE COURT, 228.50 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, AND NORTHEASTERLY ALONG THE RIGHT-OF-WAY LINE OF CORPORATE COURT, 355.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 67.50 FEET AND A CHORD THAT BEARS NORTH 89 DEGREES 41 MINUTES 45 SECONDS WEST 66.00 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF CORPORATE COURT, 228.50 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF NEUBERT ROAD 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 29, 011 SQUARE FEET (0.666 ACRES), OF LAND, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**Town of Grand Chute
Street Vacation/Discontinuance
N. Corporate Court**

To: Plan Commission

From: Robert Buckingham, Community Development Director

Date: November 13, 2019

Site: All of N. Corporate Court

REQUEST/ANALYSIS

Midwest Properties I, LLP owns all of the land abutting the right-of-way of N. Corporate Court. This road was dedicated as public right-of-way when the land was platted, but the actual street was never constructed. At this time, Midwest has petitioned the Town to vacate and discontinue N. Corporate Court and to release the Vision Corner Easement thereon. The recently approved Certified Survey Map No. 7803 combined the four platted parcels abutting N. Corporate Court into a single parcel (Lot 1, CSM 7803). The purpose of the lot consolidation and street vacation is to create one buildable parcel that can be sold for a commercial development project. Access to the new site will be from Neubert Road. Once the right-of-way of N. Corporate Court is vacated, the underlying land area will be awarded to the aforementioned Lot 1, CSM 7803.

RECOMMENDATION

Staff supports a Plan Commission recommendation for Town Board approval of Resolution TBR-18-2019, authorizing vacation and discontinuance of all the right-of-way of N. Corporate Court and release of the Vision Corner Easement thereon.



AGENDA REQUEST
December 3, 2019

TOPIC: Amend the 2020 Approved Budget

<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: Finance/Administration	Submitted By: Julie M. Wahlen, CPA

ISSUE: Shall the Town Board approve the attached amended 2020 budget.

BACKGROUND/ANALYSIS: After the 11/19/2019 Town Board meeting a spreadsheet error was discovered, which caused the “Miscellaneous/Other” revenue to be misstated in the 2020 budget document that was presented to the Town Board on 11/19/2019.

The attached documents will show the amended “Miscellaneous/Other” revenue budgets increasing to agree with what is in your budget binders. And we also increased the Capital Projects Fund expenditure amount to include the Town Hall Parking Lot Reconfiguration which was added to the CIP.

These changes do not have any impact on the tax rate.

It was requested during the 11/19/2019 meeting, to disclose how much the tax bill would be going up for a \$150,000 home. The 2018 assessed tax rate was \$5.1889 and the 2019 assessed tax rate is \$5.3837 which would cause the tax bill for a \$150,000 house to go up about \$29.22.

RECOMMENDATION: I am recommending approving the amended 2020 budget document.

FISCAL IMPACT: 2020 BUDGET

ATTACHMENTS: Amended 2020 Budget document and 2020 Budget as presented at the 11/19/2019 Town Board meeting.

TOWN OF GRAND CHUTE

		2019 Budget	2020 Proposed	% Change		
General Fund						
<u>Revenues</u>						
General Property Taxes		12,562,826	13,234,381	5.35%		
Other Taxes		489,700	460,965			
Special Assessments		63,200	61,000			
Intergovernmental Revenues		1,734,263	1,952,253			
Licenses and Permits		1,008,000	995,975			
Fines and Penalties		497,500	518,500			
Public Charges for Service		643,075	684,471			
Miscellaneous/Other		795,060	1,653,608			
Total Revenues		17,793,624	19,561,153	9.93%		
<u>Expenditures</u>						
General Government		2,733,736	2,935,447			
Public Safety		8,244,685	8,652,365			
Public Works		3,308,588	3,402,943			
Parks and Recreation		889,167	773,054			
Community Development		870,996	972,344			
Reserve for Retirement Payouts		75,000	75,000			
Contingency		107,735	150,000			
Contribution to Capital Funds		-	500,000			
Debt Service		1,750,000	2,100,000			
Total Expenditures		17,979,907	19,561,153	8.79%		
Total Tax per \$1,000 Assessed Value	2,515,935,300	5.1889	5.3837	3.75%		
All Governmental Funds Combined						
		Fund Balance 1/1/2020	Total Revenues	Total Expenditures	Fund Balance 12/31/2020	Property Tax Contribution
General Fund		8,227,082	19,561,153	19,561,153	8,227,082	11,134,381
Room Tax Fund		-	-	-	-	-
Park Development Fund		220,274	57,000	-	277,274	-
Impact Fee Fund		357,693	78,000	-	435,693	-
Special Assessments Fund		2,949,128	680,000	1,501,276	2,127,852	-
Debt Service Fund		151,728	3,601,276	3,668,365	84,639	2,100,000
2% Fire Dues Fund		21,815	112,832	112,830	21,816	-
EMS - FAP		-	-	-	-	-
Outagamie County Chaplain Program		2,785	3,200	3,200	2,785	-
K9 Fund		34,282	2,500	600	36,182	-
Officer Safety Fund		3,571	-	-	3,571	-
Tax Incremental District No. 1		(138,778)	338,349	398,811	(199,240)	-
Tax Incremental District No. 2		(1,871,729)	5,582,250	5,384,133	(1,673,612)	-
Tax Incremental District No. 3		(17,789)	100,000	383,683	(301,472)	-
Tax Incremental District No. 4		(1,843,041)	2,000,000	497,500	(340,541)	-
Capital Projects Fund		1,924,888	8,500,000	12,753,200	(2,328,312)	-
Community Development Authority		9,157,095	1,575,000	4,187,685	6,544,410	-
Totals		19,179,005	42,191,560	48,452,436	12,918,128	13,234,381

TOWN OF GRAND CHUTE

		2019 Budget	2020 Proposed	% Change		
General Fund						
<u>Revenues</u>						
General Property Taxes		12,562,826	13,234,381	5.35%		
Other Taxes		489,700	460,965			
Special Assessments		63,200	61,000			
Intergovernmental Revenues		1,734,263	1,952,253			
Licenses and Permits		1,008,000	995,975			
Fines and Penalties		497,500	518,500			
Public Charges for Service		643,075	684,471			
Miscellaneous/Other		13,000	14,000			
Total Revenues		17,011,564	17,921,545	5.35%		
<u>Expenditures</u>						
General Government		2,733,736	2,935,447			
Public Safety		8,244,685	8,652,365			
Public Works		3,308,588	3,402,943			
Parks and Recreation		889,167	773,054			
Community Development		870,996	972,344			
Reserve for Retirement Payouts		75,000	75,000			
Contingency		107,735	150,000			
Contribution to Capital Funds		-	500,000			
Debt Service		1,750,000	2,100,000			
Total Expenditures		17,979,907	19,561,153	8.79%		
Total Tax per \$1,000 Assessed Value	2,516,031,500	5.1889	5.3835	3.75%		
All Governmental Funds Combined						
		Fund Balance 1/1/2020	Total Revenues	Total Expenditures	Fund Balance 12/31/2020	Property Tax Contribution
General Fund		8,227,082	17,921,545	19,561,153	6,587,474	11,134,381
Room Tax Fund		-	-	-	-	-
Park Development Fund		220,274	57,000	-	277,274	-
Impact Fee Fund		357,693	78,000	-	435,693	-
Special Assessments Fund		2,949,128	680,000	1,501,276	2,127,852	-
Debt Service Fund		151,728	3,601,276	3,668,365	84,639	2,100,000
2% Fire Dues Fund		21,815	112,832	112,830	21,816	-
EMS - FAP		-	-	-	-	-
Outagamie County Chaplain Program		2,785	3,200	3,200	2,785	-
K9 Fund		34,282	2,500	600	36,182	-
Officer Safety Fund		3,571	-	-	3,571	-
Tax Incremental District No. 1		(138,778)	338,349	398,811	(199,240)	-
Tax Incremental District No. 2		(1,871,729)	5,582,250	5,384,133	(1,673,612)	-
Tax Incremental District No. 3		(17,789)	100,000	383,683	(301,472)	-
Tax Incremental District No. 4		(1,843,041)	2,000,000	497,500	(340,541)	-
Capital Projects Fund		1,924,888	8,500,000	12,203,200	(1,778,312)	-
Community Development Authority		9,157,095	1,575,000	4,187,685	6,544,410	-
Totals		19,179,005	40,551,952	47,902,436	11,828,520	13,234,381



AGENDA REQUEST
12/3/2019

TOPIC: Special assessment methodology for the 2020 W. College Avenue reconstruction project.

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

ISSUE: Shall the Town Board approve a methodology for special assessments for street and storm sewer improvements proposed for the 2020 W. College Avenue reconstruction project.

BACKGROUND/ANALYSIS:

The methodology being presented is based on front footages along College Avenue/CTH CA as well as the portions of Mayflower and McCarthy being reconstructed. Special Assessment calculations are based on theoretical road sections and associated project costs which are then further reduced by a factor to account for the actual Town cost participation. All parcels are precluded access to College Avenue/CTH CA and all but one parcel have multiple frontages.

On June 18, 2019 the Town Board approved the municipal agreement with Outagamie County and the Town of Greenville for the reconstruction of College Avenue/CTH CA from CTH CB to Casaloma Drive in 2020 (See Attachment No. 5 - County/Municipal/State Agreement for College Avenue). Within this agreement, the WisDOT project costs are capped so any costs above this agreement amount will be paid by the County and Towns. As you may recall, the work includes constructing an urban 4-lane divided highway complete with concrete pavement, curb and gutter, storm sewer, grassed median, and pedestrian/bicycle accommodations. Roundabouts will be constructed at both Mayflower and McCarthy. A Public Involvement Meeting was hosted by Outagamie County on October 24, 2018 for all adjoining landowners as well as the surrounding neighborhood. The adjoining Town property is a combination of RMF, CL, and CR - see Attachment No. 1 for a zoning map of the area.

As you may recall, SD3-09-2019 and TBR-16-2019 were preliminary resolutions for storm sewer installation and street reconstruction along College Avenue, between Mayflower and Casaloma, approved at the 10-15-2019 Sanitary Commission and Town Board meetings respectively. Due to the complexities involved with the project being an urban 4-lane divided highway with curb and gutter and involvement by multiple municipalities, assessment cost calculations for College/CTH CA have been based on the designed 8-inches of concrete pavement utilizing theoretical quantities for a 49-foot maximum width of grading, an 18-inch maximum thickness of base, a 44-foot maximum width of concrete pavement and 30-inch curb and gutter on the outsides of the roadway. Theoretical quantities have also been calculated for signing, marking, restoration, erosion control, and other incidental items. These values are based on Section II.B.1.a of the Policy for Special Assessments.

Calculations are straight through the intersections and roundabout construction is not included. The methodology also includes a theoretical storm sewer using 30-inch concrete pipe based on the Town's Policy for Special Assessments (Section V.A.2). No storm sewer laterals are being installed as part of this project due to multiple frontages and ditches remaining along the project corridor. See Attachment No. 3 - Theoretical Design Typical Sections.

The theoretical typical section for Mayflower as well as McCarthy south of College/CTH CA have been based on a 4-1/2-inch thick asphalt pavement utilizing theoretical quantities for a 37-foot width of grading, an 18-inch thickness of base, a 32-foot width of asphalt pavement and 30-inch curb and gutter on the outsides of the roadway. This is based on the Town's standard typical section for a collector street. Mayflower south of College/CA will receive a credit for remaining useful life of asphalt since it last received an overlay in 2008 and Policy calls for a 15-year lifetime for asphaltic pavement. This is accounted for in the spreadsheet. The theoretical typical section for McCarthy north of College/CTH CA has the same widths as College/CTH CA (maximum allowed by the Policy) but with a 4-1/2-inch asphalt pavement section since the existing road is a 4-lane with a median. See Attachment No. 3 - Theoretical Design Typical Sections. Preliminary resolutions would need to be brought forward for both Mayflower and McCarthy Road based on the proposed methodology.

The last two pages of Attachment No. 4 shows the calculated costs per LF (linear foot) for the following items:

- Storm Sewer (College/CTH CA frontage only)
- Street - College/CTH CA
- Street - Mayflower north of College/CTH CA
- Street - Mayflower south of College/CTH CA
- Street - McCarthy north of College/CTH CA
- Street - McCarthy south of College/CTH CA

These linear foot costs are then used to tabulate the total theoretical assessment per parcel which is then further reduced based on the actual Town participation costs. Based on the estimated costs and the Town's anticipated cost share the Actual Town Participation Percentage is currently calculated to be 56.31% for purposes of the methodology being presented. See Attachment No. 4 - Theoretical project costs and schedule of assessments based on frontage as well as Attachment No. 6 - County/Municipal/State Agreement for College Avenue with updated cost projections. The WisDOT LET/bid opening date is January 14, 2020. One week after bid results are available the public hearing can be scheduled and notices mailed.

Additional Notes:

- Frontages have been based on measured distances in CADD with corrections made for right-of-way that was acquired for the project (See Attachment No. 2 - Parcel Frontages and Theoretical Design).
- Vision corner frontage has been equally split between the frontages on the two intersecting roads.
- All but one parcel (101127413) is receiving a corner lot/multiple frontage lot credit. This includes the properties along Pennsylvania Avenue which is a private road.
- For the condo parcels along Pennsylvania Avenue the total frontage was divided by the number of tax parcels to come up with the assessment frontage for each parcel.
- All parcels are legally precluded access to College/CTH CA. Section II.B.2.c of the Policy for Special Assessments states that "on lots having multiple frontages, the Town Board shall make a determination whether or not the property is benefited in any manner by the street abutting the property even if access is physically or legally precluded. If it is determined that the property is benefited by the road in any manner, the Town Board may proceed to impose special assessments either with, or without, a reduction of the rates applicable to properties that have direct access to the street. The reduction, if any, shall be based upon the Board's sound discretion on a case-by-case basis." Likewise, Section V.B.1.b for Storm Sewers states "Unless otherwise specified, assessable frontages and special assessments shall be determined in accordance with the Town's special assessment policies for street construction."

- Storm sewer on Mayflower and McCarthy is not being assessed as it is a replacement of existing storm sewer and is only needed due to the need for the splitter islands with the roundabouts.
- Lighting has not been included as an assessable cost as there is only lighting at the roundabouts included with this project. In addition, the County will be maintaining and paying for the electric costs to these lights.
- Sideroad calculations for Mayflower and Casaloma begin at the end of a theoretical radius point.
- Sidewalk is shown as not being assessed.
- The mobilization item for the project has been estimated based on 6% of the total project cost.
- 15% contingency, 15% engineering/construction oversight, and 5% administration has been included in the calculations.

RECOMMENDATION: Staff recommends that the special assessment methodology for this project be based on front footage for the theoretical road sections correlating to Attachment No. 4 - Theoretical project costs and schedule of assessments based on frontage.

FISCAL IMPACT: CIP

This project has been included in the 2020 CIP. The total estimated cost to the Town for engineering, oversight, and construction of the assessable items is estimated to be \$1,867,677 which is also equal to the overall total assessment. Town costs not included in this amount are lighting, water and sanitary work, sidewalk, corridor enhancements, and all associated engineering and oversight for these items. All properties are able to finance the assessments with the Town for up to 10 years at the current bond rate plus 2%.

ATTACHMENTS:

Attachment No. 1 - Zoning map

Attachment No. 2 - Parcel Frontages and Theoretical Design

Attachment No. 3 - Theoretical Design Typical Sectons

Attachment No. 4 - Theoretical project costs and schedule of assessments based on frontage

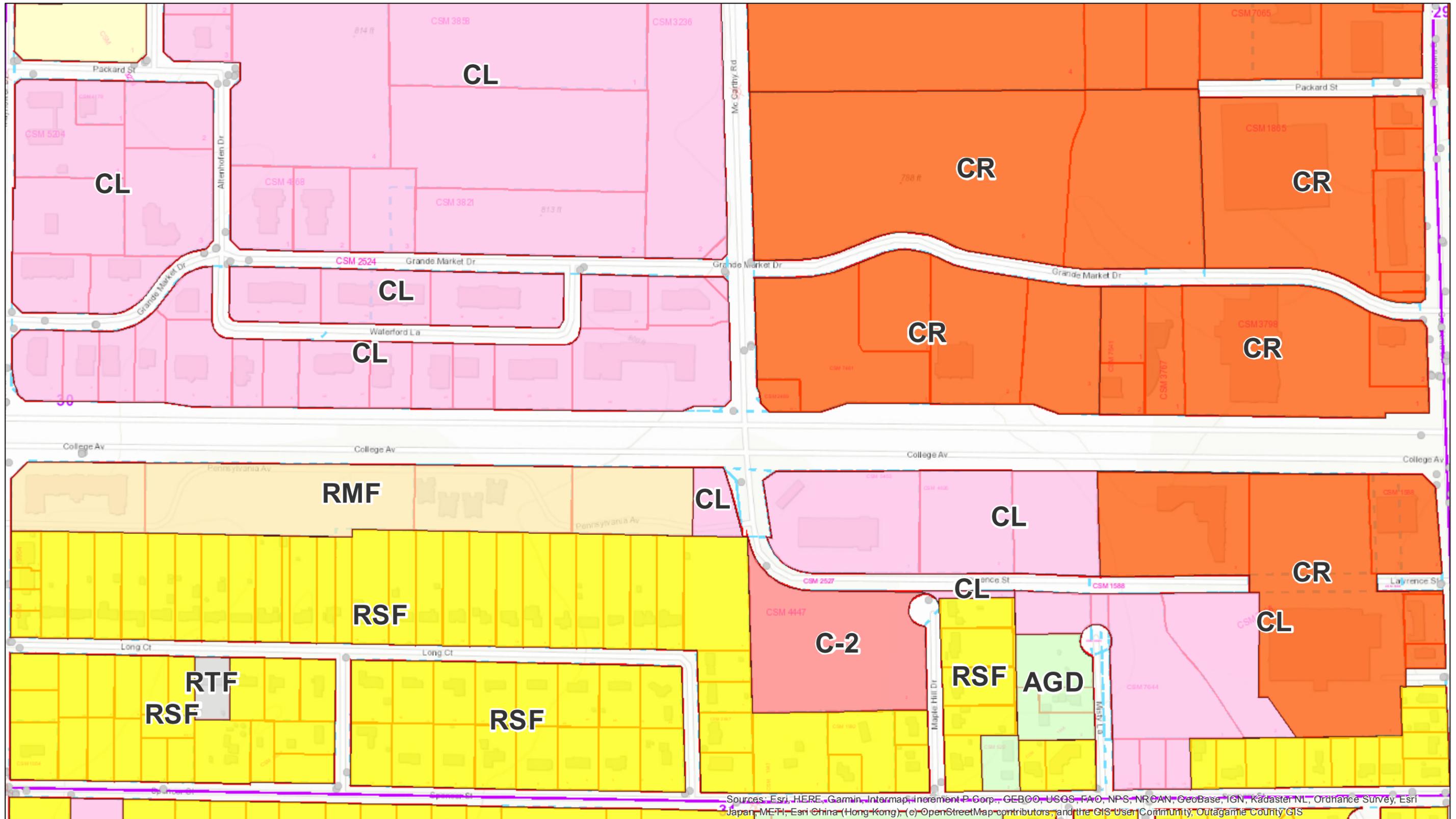
Attachment No. 5 - County/Municipal/State Agreement for College Avenue

Attachment No. 6 - County/Municipal/State Agreement for College Avenue with updated cost projections

Attachment No. 7 - College Area Aerial Photo

Town of Grand Chute Web Map

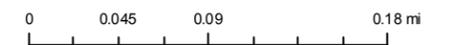
ATTACHMENT NO. 1

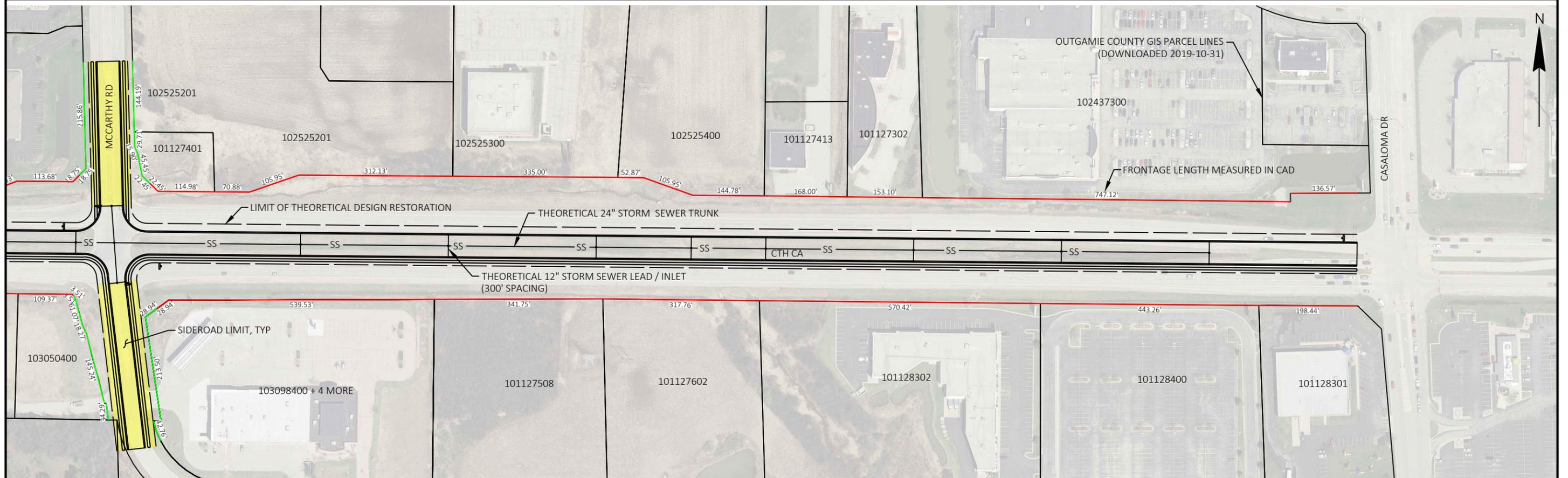
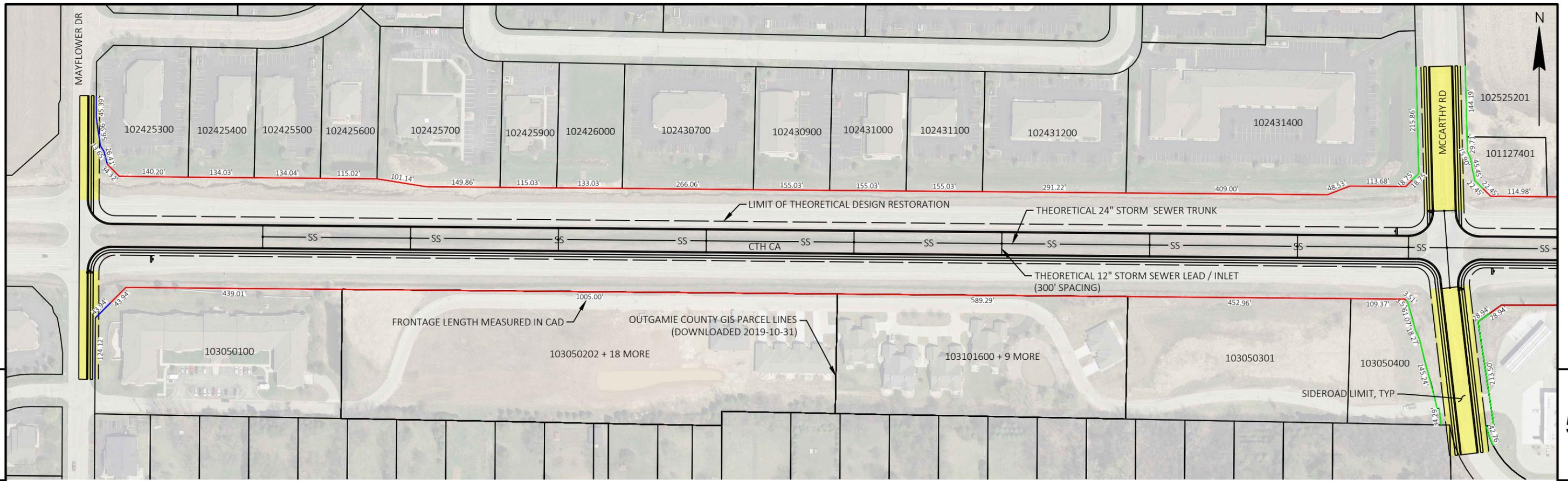


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Outagamie County GIS

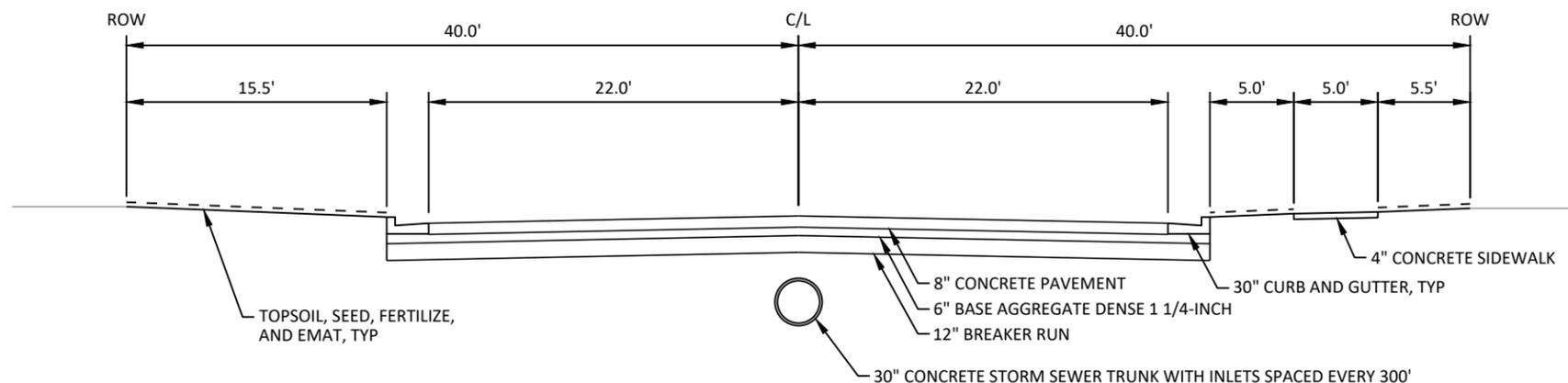
Disclaimer: The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.

Author:
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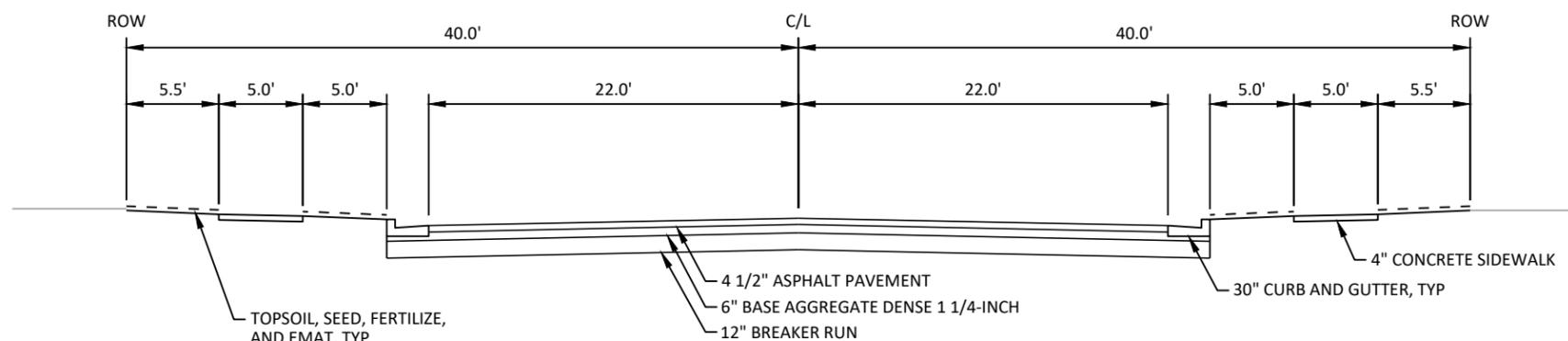




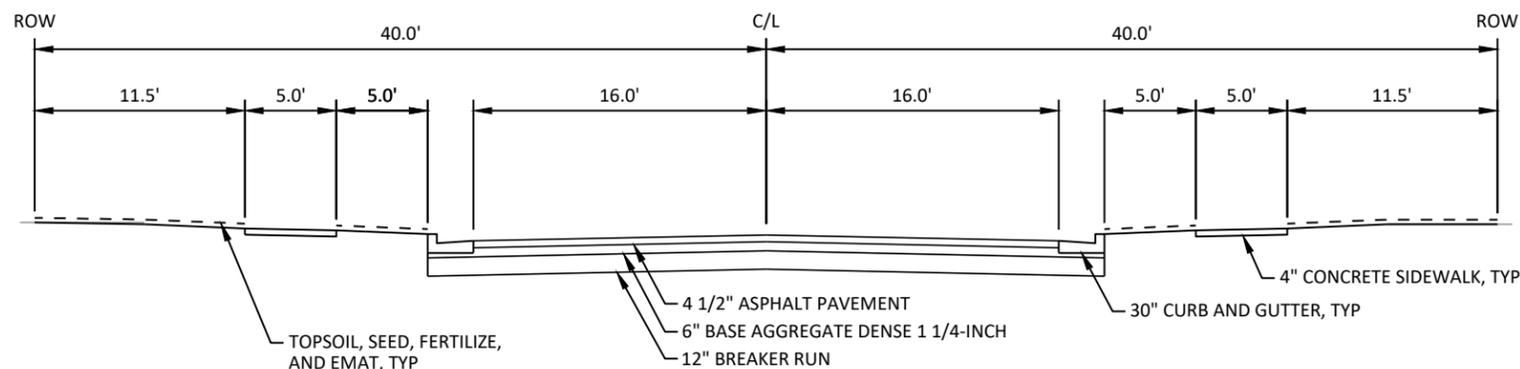
PROJECT NO: E2466C19	HWY: CTH CA	COUNTY: OUTAGAMIE	PARCEL FRONTAGES AND THEORETICAL DESIGN	SHEET	E
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THEORETICAL ASSESSMENT TYPICAL SECTION
CTH CA



THEORETICAL ASSESSMENT TYPICAL SECTION
NORTH McCARTHY RD



THEORETICAL ASSESSMENT TYPICAL SECTION
SOUTH McCARTHY RD
MAYFLOWER DR (HALF SECTION)

**Town of Grand Chute
CTH CA Reconstruction
Mayflower Dr to Casaloma Dr
CTH CA Theoretical Design Project Costs**

Street							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
205.0100	Excavation Common	21,610	CY	\$ 10.50	\$ 226,905.00	\$ 226,905.00	
305.0120	Base Aggregate Dense 1 1/4-Inch	10,460	TON	\$ 11.80	\$ 123,428.00	\$ 123,428.00	
311.0110	Breaker Run	19,920	TON	\$ 12.50	\$ 249,000.00	\$ 249,000.00	
415.0080	Concrete Pavement 8-Inch	26,910	SY	\$ 38.00	\$ 1,022,580.00	\$ 1,022,580.00	
601.0409	Concrete Curb & Gutter 30-Inch Type A	10,640	LF	\$ 16.00	\$ 170,240.00	\$ 170,240.00	
602.0405	Concrete Sidewalk 4-Inch	26,530	SF	\$ 4.00	\$ 106,120.00	\$ -	Sidewalk Not Assessed
619.1000	Mobilization	1	EACH	\$ 165,000.00	\$ 155,000.00	\$ 155,000.00	~6% of Total
625.0100	Topsoil	15,335	SY	\$ 3.00	\$ 46,005.00	\$ 46,005.00	
628.2006	Erosion Mat Urban Class I Type A	15,335	SY	\$ 1.80	\$ 27,603.00	\$ 27,603.00	
629.0210	Fertilizer Type B	10	CWT	\$ 80.00	\$ 800.00	\$ 800.00	
630.0140	Seeding Mixture No. 40	275	LB	\$ 10.00	\$ 2,750.00	\$ 2,750.00	
634.0616	Posts Wood 4x6-Inch X 16-FT	4	EACH	\$ 70.00	\$ 280.00	\$ 280.00	
637.2210	Signs Type II Reflective H	48	SF	\$ 22.50	\$ 1,080.00	\$ 1,080.00	
646.1020	Marking Line Epoxy 4-Inch	12,855	LF	\$ 2.00	\$ 25,710.00	\$ 25,710.00	
646.6120	Marking Stop Line Epoxy 18-Inch	44	LF	\$ 11.00	\$ 484.00	\$ 484.00	
Total					\$ 2,157,985.00	\$ 2,051,865.00	

Storm Sewer							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	836	LF	\$ 51.00	\$ 42,636.00	\$ 33,440.00	50% of 30-Inch Cost
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	4,780	LF	\$ 80.00	\$ 382,400.00	\$ 191,200.00	50% of Cost
611.0530	Manhole Covers Type J	20	EACH	\$ 460.00	\$ 9,200.00	\$ 4,600.00	50% of Cost
611.0630	Inlet Covers Type H	38	EACH	\$ 590.00	\$ 22,420.00	\$ 11,210.00	50% of Cost
611.2006	Manholes 6-FT Diameter	20	EACH	\$ 3,700.00	\$ 74,000.00	\$ 37,000.00	50% of Cost
611.3230	Inlets 2x3-FT	38	EACH	\$ 1,400.00	\$ 53,200.00	\$ 26,600.00	50% of Cost
Total					\$ 583,856.00	\$ 304,050.00	

**Town of Grand Chute
 CTH CA Reconstruction
 Mayflower Dr to Casaloma Dr
 North Mayflower Theoretical Design Project Costs**

Street							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
205.0100	Excavation Common	270	CY	\$ 10.50	\$ 2,835.00	\$ 2,835.00	
305.0120	Base Aggregate Dense 1 1/4-Inch	150	TON	\$ 11.80	\$ 1,770.00	\$ 1,770.00	
311.0110	Breaker Run	290	TON	\$ 12.50	\$ 3,625.00	\$ 3,625.00	
460.XXXX	HMA Pavement	95	TON	\$ 65.00	\$ 6,175.00	\$ 6,175.00	
601.0411	Concrete Curb & Gutter 30-Inch Type D	210	LF	\$ 16.00	\$ 3,360.00	\$ 3,360.00	
602.0405	Concrete Sidewalk 4-Inch	1,180	SF	\$ 4.00	\$ 4,720.00	\$ -	Sidewalk Not Assessed
619.1000	Mobilization	1	EACH	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	~6% of Total
625.0100	Topsoil	390	SY	\$ 3.00	\$ 1,170.00	\$ 1,170.00	
628.2006	Erosion Mat Urban Class I Type A	390	SY	\$ 1.80	\$ 702.00	\$ 702.00	
629.0210	Fertilizer Type B	0.2	CWT	\$ 80.00	\$ 16.00	\$ 16.00	
630.0140	Seeding Mixture No. 40	7	LB	\$ 10.00	\$ 70.00	\$ 70.00	
634.0616	Posts Wood 4x6-Inch X 16-FT	1	EACH	\$ 70.00	\$ 70.00	\$ 70.00	
637.2210	Signs Type II Reflective H	8	SF	\$ 22.50	\$ 180.00	\$ 180.00	
646.1020	Marking Line Epoxy 4-Inch	210	LF	\$ 2.00	\$ 420.00	\$ 420.00	
646.6120	Marking Stop Line Epoxy 18-Inch	0	LF	\$ 11.00	\$ -	\$ -	
Total					\$ 26,613.00	\$ 21,893.00	

Storm Sewer							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	0	LF	\$ 51.00	\$ -	\$ -	
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	0	LF	\$ 80.00	\$ -	\$ -	
611.0530	Manhole Covers Type J	0	EACH	\$ 460.00	\$ -	\$ -	
611.0630	Inlet Covers Type H	0	EACH	\$ 590.00	\$ -	\$ -	
611.2006	Manholes 6-FT Diameter	0	EACH	\$ 3,700.00	\$ -	\$ -	
611.3230	Inlets 2x3-FT	0	EACH	\$ 1,400.00	\$ -	\$ -	
Total					\$ -	\$ -	

**Town of Grand Chute
 CTH CA Reconstruction
 Mayflower Dr to Casaloma Dr
 South Mayflower Theoretical Design Project Costs**

Street							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
205.0100	Excavation Common	280	CY	\$ 10.50	\$ 2,940.00	\$ 2,940.00	
305.0120	Base Aggregate Dense 1 1/4-Inch	160	TON	\$ 11.80	\$ 1,888.00	\$ 1,888.00	
311.0110	Breaker Run	300	TON	\$ 12.50	\$ 3,750.00	\$ 3,750.00	
460.XXXX	HMA Pavement	100	TON	\$ 65.00	\$ 6,500.00	\$ 6,500.00	
-	20% HMA Pavement Credit	-	-	-	\$ (1,300.00)	\$ (1,300.00)	
601.0411	Concrete Curb & Gutter 30-Inch Type D	220	LF	\$ 16.00	\$ 3,520.00	\$ 3,520.00	
602.0405	Concrete Sidewalk 4-Inch	1,100	SF	\$ 4.00	\$ 4,400.00	\$ -	Sidewalk Not Assessed
619.1000	Mobilization	1	EACH	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	~6% of Total
625.0100	Topsoil	400	SY	\$ 3.00	\$ 1,200.00	\$ 1,200.00	
628.2006	Erosion Mat Urban Class I Type A	400	SY	\$ 1.80	\$ 720.00	\$ 720.00	
629.0210	Fertilizer Type B	0.3	CWT	\$ 80.00	\$ 24.00	\$ 24.00	
630.0140	Seeding Mixture No. 40	7	LB	\$ 10.00	\$ 70.00	\$ 70.00	
634.0616	Posts Wood 4x6-Inch X 16-FT	1	EACH	\$ 70.00	\$ 70.00	\$ 70.00	
637.2210	Signs Type II Reflective H	8	SF	\$ 22.50	\$ 180.00	\$ 180.00	
646.1020	Marking Line Epoxy 4-Inch	220	LF	\$ 2.00	\$ 440.00	\$ 440.00	
646.6120	Marking Stop Line Epoxy 18-Inch	11	LF	\$ 11.00	\$ 121.00	\$ 121.00	
Total					\$ 26,123.00	\$ 21,723.00	

Storm Sewer							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	0	LF	\$ 51.00	\$ -	\$ -	
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	0	LF	\$ 80.00	\$ -	\$ -	
611.0530	Manhole Covers Type J	0	EACH	\$ 460.00	\$ -	\$ -	
611.0630	Inlet Covers Type H	0	EACH	\$ 590.00	\$ -	\$ -	
611.2006	Manholes 6-FT Diameter	0	EACH	\$ 3,700.00	\$ -	\$ -	
611.3230	Inlets 2x3-FT	0	EACH	\$ 1,400.00	\$ -	\$ -	
Total					\$ -	\$ -	

**Town of Grand Chute
 CTH CA Reconstruction
 Mayflower Dr to Casaloma Dr
 North McCarthy Theoretical Design Project Costs**

Street							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
205.0100	Excavation Common	1,000	CY	\$ 10.50	\$ 10,500.00	\$ 10,500.00	
305.0120	Base Aggregate Dense 1 1/4-Inch	560	TON	\$ 11.80	\$ 6,608.00	\$ 6,608.00	
311.0110	Breaker Run	1,060	TON	\$ 12.50	\$ 13,250.00	\$ 13,250.00	
460.XXXX	HMA Pavement	370	TON	\$ 65.00	\$ 24,050.00	\$ 24,050.00	
601.0411	Concrete Curb & Gutter 30-Inch Type D	590	LF	\$ 16.00	\$ 9,440.00	\$ 9,440.00	
602.0405	Concrete Sidewalk 4-Inch	3,200	SF	\$ 4.00	\$ 12,800.00	\$ -	Sidewalk Not Assessed
619.1000	Mobilization	1	EACH	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	~6% of Total
625.0100	Topsoil	685	SY	\$ 3.00	\$ 2,055.00	\$ 2,055.00	
628.2006	Erosion Mat Urban Class I Type A	685	SY	\$ 1.80	\$ 1,233.00	\$ 1,233.00	
629.0210	Fertilizer Type B	0.4	CWT	\$ 80.00	\$ 32.00	\$ 32.00	
630.0140	Seeding Mixture No. 40	12	LB	\$ 10.00	\$ 120.00	\$ 120.00	
634.0616	Posts Wood 4x6-Inch X 16-FT	1	EACH	\$ 70.00	\$ 70.00	\$ 70.00	
637.2210	Signs Type II Reflective H	8	SF	\$ 22.50	\$ 180.00	\$ 180.00	
646.1020	Marking Line Epoxy 4-Inch	730	LF	\$ 2.00	\$ 1,460.00	\$ 1,460.00	
646.6120	Marking Stop Line Epoxy 18-Inch	22	LF	\$ 11.00	\$ 242.00	\$ 242.00	
Total					\$ 87,040.00	\$ 74,240.00	

Storm Sewer							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	0	LF	\$ 51.00	\$ -	\$ -	
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	0	LF	\$ 80.00	\$ -	\$ -	
611.0530	Manhole Covers Type J	0	EACH	\$ 460.00	\$ -	\$ -	
611.0630	Inlet Covers Type H	0	EACH	\$ 590.00	\$ -	\$ -	
611.2006	Manholes 6-FT Diameter	0	EACH	\$ 3,700.00	\$ -	\$ -	
611.3230	Inlets 2x3-FT	0	EACH	\$ 1,400.00	\$ -	\$ -	
Total					\$ -	\$ -	

**Town of Grand Chute
 CTH CA Reconstruction
 Mayflower Dr to Casaloma Dr
 South McCarthy Theoretical Design Project Costs**

Street							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
205.0100	Excavation Common	870	CY	\$ 10.50	\$ 9,135.00	\$ 9,135.00	
305.0120	Base Aggregate Dense 1 1/4-Inch	490	TON	\$ 11.80	\$ 5,782.00	\$ 5,782.00	
311.0110	Breaker Run	930	TON	\$ 12.50	\$ 11,625.00	\$ 11,625.00	
460.XXXX	HMA Pavement	310	TON	\$ 65.00	\$ 20,150.00	\$ 20,150.00	
601.0411	Concrete Curb & Gutter 30-Inch Type D	695	LF	\$ 16.00	\$ 11,120.00	\$ 11,120.00	
602.0405	Concrete Sidewalk 4-Inch	3,390	SF	\$ 4.00	\$ 13,560.00	\$ -	Sidewalk Not Assessed
619.1000	Mobilization	1	EACH	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	~6% of Total
625.0100	Topsoil	1,240	SY	\$ 3.00	\$ 3,720.00	\$ 3,720.00	
628.2006	Erosion Mat Urban Class I Type A	1,240	SY	\$ 1.80	\$ 2,232.00	\$ 2,232.00	
629.0210	Fertilizer Type B	0.8	CWT	\$ 80.00	\$ 64.00	\$ 64.00	
630.0140	Seeding Mixture No. 40	22	LB	\$ 10.00	\$ 220.00	\$ 220.00	
634.0616	Posts Wood 4x6-Inch X 16-FT	1	EACH	\$ 70.00	\$ 70.00	\$ 70.00	
637.2210	Signs Type II Reflective H	8	SF	\$ 22.50	\$ 180.00	\$ 180.00	
646.1020	Marking Line Epoxy 4-Inch	670	LF	\$ 2.00	\$ 1,340.00	\$ 1,340.00	
646.6120	Marking Stop Line Epoxy 18-Inch	16	LF	\$ 11.00	\$ 176.00	\$ 176.00	
Total					\$ 84,374.00	\$ 70,814.00	

Storm Sewer							
Item	Item Description	Quantity	Unit	Unit Price	Extension	Assessable Amount	Comment
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	0	LF	\$ 51.00	\$ -	\$ -	
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	0	LF	\$ 80.00	\$ -	\$ -	
611.0530	Manhole Covers Type J	0	EACH	\$ 460.00	\$ -	\$ -	
611.0630	Inlet Covers Type H	0	EACH	\$ 590.00	\$ -	\$ -	
611.2006	Manholes 6-FT Diameter	0	EACH	\$ 3,700.00	\$ -	\$ -	
611.3230	Inlets 2x3-FT	0	EACH	\$ 1,400.00	\$ -	\$ -	
Total					\$ -	\$ -	

**Town of Grand Chute
 CTH CA Reconstruction
 Mayflower Dr to Casaloma Dr
 Assessment Calculation**

Theoretical Design Assessment Rates

<u>Storm Sewer (CTH CA Frontage Only)</u>		<u>Notes:</u>
Theoretical SS Construction Cost	\$ 583,856.00	
Assessable Theoretical SS Construction Cost	\$ 304,050.00	
Theoretical 15% Contingency	\$ 87,578.40	15% of Theoretical Storm Sewer Cost
Theoretical 15% Construction Oversight	\$ 87,578.40	15% of Theoretical Storm Sewer Cost
Theoretical 5% Administration	\$ 37,950.64	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Storm Sewer Cost	\$ 517,157.44	
Assessable Storm Sewer Frontage	7,710.35	LF
Theoretical Storm Sewer Assessment Rate	\$ 67.07	per LF
RMF, CR, CL Zone Maximum Rate:	\$ 40.00	per LF
Maximum Assesable Storm Sewer Cost	\$ 308,414.18	

<u>Street - CTH CA</u>		
Theoretical Street Construction Cost	\$ 2,157,985.00	
Assessable Theoretical Street Construction Cost	\$ 2,051,865.00	
Theoretical 15% Contingency	\$ 323,697.75	15% of Theoretical Street Cost
Theoretical 15% Construction Oversight	\$ 323,697.75	15% of Theoretical Street Cost
Theoretical 5% Administration	\$ 140,269.03	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Street Cost	\$ 2,839,529.53	
Assessable Street Frontage	7,710.35	LF
Theoretical Street Assessment Rate	\$ 368.27	per LF

<u>Street - Mayflower North</u>		
Theoretical Street Construction Cost	\$ 26,613.00	
Assessable Theoretical Street Construction Cost	\$ 21,893.00	
Theoretical 15% Contingency	\$ 3,991.95	15% of Theoretical Street Cost
Theoretical 15% Construction Oversight	\$ 3,991.95	15% of Theoretical Street Cost
Theoretical 5% Administration	\$ 1,729.85	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Street Cost	\$ 31,606.75	
Assessable Street Frontage	94.94	LF
Theoretical Street Assessment Rate	\$ 332.92	per LF

<u>Street - Mayflower South</u>		
Theoretical Street Construction Cost	\$ 26,123.00	
Assessable Theoretical Street Construction Cost	\$ 21,723.00	
Theoretical 15% Contingency	\$ 3,918.45	15% of Theoretical Street Cost
Theoretical 15% Construction Oversight	\$ 3,918.45	15% of Theoretical Street Cost
Theoretical 5% Administration	\$ 1,698.00	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Street Cost	\$ 31,257.90	
Assessable Street Frontage	112.05	LF
Theoretical Street Assessment Rate	\$ 278.97	per LF

<u>Street - McCarthy North</u>		
Theoretical Street Construction Cost	\$ 87,040.00	
Assessable Theoretical Street Construction Cost	\$ 74,240.00	
Theoretical 15% Contingency	\$ 13,056.00	15% of Theoretical Street Cost
Theoretical 15% Construction Oversight	\$ 13,056.00	15% of Theoretical Street Cost
Theoretical 5% Administration	\$ 5,657.60	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Street Cost	\$ 106,009.60	
Assessable Street Frontage	328.22	LF
Theoretical Street Assessment Rate	\$ 322.98	per LF

<u>Street - McCarthy South</u>		
Theoretical Street Construction Cost	\$ 84,374.00	
Assessable Theoretical Street Construction Cost	\$ 70,814.00	
Theoretical 15% Contingency	\$ 12,656.10	15% of Theoretical Street Cost
Theoretical 15% Construction Oversight	\$ 12,656.10	15% of Theoretical Street Cost
Theoretical 5% Administration	\$ 5,484.31	5% of Theoretical Const, Cont, and Oversight Cost
Total Assessable Street Cost	\$ 101,610.51	
Assessable Street Frontage	369.20	LF
Theoretical Street Assessment Rate	\$ 275.22	per LF

Total Assessable Project Cost \$ 3,316,817.95

Actual Town Participation Costs

Construction Cost Share	\$ 1,545,317.00	based on final estimate, shared items cost
Engineering Cost Share	\$ 67,427.00	based on final estimate, prorated to exclude non-assessable items
Construction Oversight Cost Share	\$ 165,996.00	based on final estimate, prorated to exclude non-assessable items
Administration (5%)	\$ 88,937.00	5% of Const, Engineering, and Oversight
Total	\$ 1,867,677.00	

Actual Town Participation Percentage 56.31%

CTH CA Schedule of Assessments						CAD	CAD	CAD	CAD	CAD	Storm Sewer	Storm Sewer	CTH CA	Mayflower	Mayflower	McCarthy	McCarthy	Street	Total Theoretical	Actual Town
Owner	Property Address	Parcel Number	Zoning	Multiple Frontage ?	CTH CA Frontage	Mayflower North Frontage	Mayflower South Frontage	McCarthy North Frontage	McCarthy South Frontage	Assessable Frontage	Assessment	Assessment	Assessable Frontage	North Street Assessable Frontage	South Street Assessable Frontage	North Street Assessable Frontage	South Street Assessable Frontage	Assessment	Assessment	Assessment
											NOTE 1	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2			
JJG WISCONSIN LLC	4797 W GRANDE MARKET DR	TORRANCE, CA 90505	101127302	CR	YES	153.10	0.00	0.00	0.00	0.00	102.07	\$ 4,082.87	102.07	0.00	0.00	0.00	0.00	\$ 37,590.46	\$ 41,673.33	\$ 23,465.96
TOWN OF GRAND CHUTE		APPLETON, WI 54913	101127401	CR	YES	137.43	0.00	0.00	113.51	0.00	91.62	\$ 3,664.98	91.62	0.00	0.00	75.68	0.00	\$ 58,185.25	\$ 61,850.23	\$ 34,827.43
EDB INVESTMENTS LLC	4915 W GRANDE MARKET DR	APPLETON, WI 54914	101127413	CR	NO	168.00	0.00	0.00	0.00	0.00	168.00	\$ 6,720.00	168.00	0.00	0.00	0.00	0.00	\$ 61,870.17	\$ 68,590.17	\$ 38,622.65
CALNIN & GOSS INC	W LAWRENCE ST	APPLETON, WI 54913	101127508	CL	YES	341.75	0.00	0.00	0.00	0.00	258.43	\$ 10,337.00	258.43	0.00	0.00	0.00	0.00	\$ 95,171.42	\$ 105,508.42	\$ 59,411.06
J&Y CALNIN FAMILY LIMITED PARTNERSHIP		APPLETON, WI 54911	101127602	CL	YES	317.76	0.00	0.00	0.00	0.00	234.44	\$ 9,377.40	234.44	0.00	0.00	0.00	0.00	\$ 86,336.51	\$ 95,713.91	\$ 53,895.83
MERRYFIELD LLC	4705 W COLLEGE AV	APPLETON, WI 54914	101128301	CR	YES	198.44	0.00	0.00	0.00	0.00	132.30	\$ 5,292.00	132.30	0.00	0.00	0.00	0.00	\$ 48,722.74	\$ 54,014.74	\$ 30,415.32
R&J ENTERPRISES OF APPL LLC	4898 W LAWRENCE ST	LARSEN, WI 54947	101128302	CL	YES	570.42	0.00	0.00	0.00	0.00	487.10	\$ 19,483.80	487.10	0.00	0.00	0.00	0.00	\$ 179,384.83	\$ 198,868.63	\$ 111,981.54
US BANK	4731 W LAWRENCE ST	IRVING, TX 75039	101128400	CR	YES	443.26	0.00	0.00	0.00	0.00	359.94	\$ 14,397.40	359.94	0.00	0.00	0.00	0.00	\$ 132,555.00	\$ 146,952.40	\$ 82,747.87
GRANDE MARKET 5793	5793 W GRANDE MARKET DR	APPLETON, WI 54914	102425300	CL	YES	174.52	142.40	0.00	0.00	0.00	116.35	\$ 4,654.10	116.35	94.94	0.00	0.00	0.00	\$ 74,456.44	\$ 79,110.54	\$ 44,546.59
GRANDE MARKET 5793	5765 W GRANDE MARKET DR	APPLETON, WI 54914	102425400	CL	YES	134.03	0.00	0.00	0.00	0.00	89.36	\$ 3,574.31	89.36	0.00	0.00	0.00	0.00	\$ 32,908.23	\$ 36,482.54	\$ 20,543.06
GRANDE MARKET 5793	5733 W GRANDE MARKET DR	APPLETON, WI 54914	102425500	CL	YES	134.04	0.00	0.00	0.00	0.00	89.36	\$ 3,574.58	89.36	0.00	0.00	0.00	0.00	\$ 32,910.68	\$ 36,485.26	\$ 20,544.60
JBG INVESTMENTS LLC	5697 W GRANDE MARKET DR	RACINE, WI 53403	102425600	CL	YES	115.02	0.00	0.00	0.00	0.00	76.68	\$ 3,067.35	76.68	0.00	0.00	0.00	0.00	\$ 28,240.73	\$ 31,308.08	\$ 17,629.36
MIDWEST PROPERTIES	5643 W WATERFORD LA	GREENVILLE, WI 54942	102425700	CL	YES	251.00	0.00	0.00	0.00	0.00	167.68	\$ 6,707.00	167.68	0.00	0.00	0.00	0.00	\$ 61,750.48	\$ 68,457.48	\$ 38,547.93
BMK PROPERTIES LLC	5605 W WATERFORD LA	APPLETON, WI 54913	102425900	CL	YES	115.03	0.00	0.00	0.00	0.00	76.69	\$ 3,067.62	76.69	0.00	0.00	0.00	0.00	\$ 28,243.18	\$ 31,310.80	\$ 17,630.89
BMK PROPERTIES LLC	5597 W WATERFORD LA	APPLETON, WI 54913	102426000	CL	YES	133.03	0.00	0.00	0.00	0.00	88.69	\$ 3,547.64	88.69	0.00	0.00	0.00	0.00	\$ 32,662.70	\$ 36,210.34	\$ 20,389.79
WATERFORD 5583	5583 W WATERFORD LA	APPLETON, WI 54914	102430700	CL	YES	266.06	0.00	0.00	0.00	0.00	182.74	\$ 7,309.40	182.74	0.00	0.00	0.00	0.00	\$ 67,296.70	\$ 74,606.10	\$ 42,010.17
WATERFORD 5517	5553 W WATERFORD LA	APPLETON, WI 54914	102430900	CL	YES	155.03	0.00	0.00	0.00	0.00	103.36	\$ 4,134.34	103.36	0.00	0.00	0.00	0.00	\$ 38,064.33	\$ 42,198.67	\$ 23,761.78
WATERFORD 5517	5517 W WATERFORD LA	APPLETON, WI 54914	102431000	CL	YES	155.03	0.00	0.00	0.00	0.00	103.36	\$ 4,134.34	103.36	0.00	0.00	0.00	0.00	\$ 38,064.33	\$ 42,198.67	\$ 23,761.78
WATERFORD 5497	5497 W WATERFORD LA	APPLETON, WI 54914	102431100	CL	YES	155.03	0.00	0.00	0.00	0.00	103.36	\$ 4,134.34	103.36	0.00	0.00	0.00	0.00	\$ 38,064.33	\$ 42,198.67	\$ 23,761.78
WATERFORD 5471	5471 W WATERFORD LA	APPLETON, WI 54914	102431200	CL	YES	291.22	0.00	0.00	0.00	0.00	207.90	\$ 8,315.80	207.90	0.00	0.00	0.00	0.00	\$ 76,562.50	\$ 84,878.30	\$ 47,794.38
MCCARRTHY 119	119 N MC CARTHY RD	APPLETON, WI 54914	102431400	CL	YES	589.96	0.00	234.61	0.00	0.00	506.64	\$ 20,265.40	506.64	0.00	0.00	156.41	0.00	\$ 237,099.72	\$ 257,365.12	\$ 144,920.50
AGREE GRAND CHUTE WI, LLC	4705 W GRANDE MARKET DR	BLOOMFIELD HILLS, MI 48304	102437300	CR	YES	883.69	0.00	0.00	0.00	0.00	800.37	\$ 32,014.60	800.37	0.00	0.00	0.00	0.00	\$ 294,754.29	\$ 326,768.89	\$ 184,001.28
APPLETON HS LLC	5155 W GRANDE MARKET DR	JACKSONVILLE, IL 62650	102525201	CR	YES	488.96	0.00	0.00	144.19	0.00	405.64	\$ 16,225.40	405.64	0.00	0.00	96.13	0.00	\$ 180,433.74	\$ 196,659.14	\$ 110,737.39
HEART & VASCULAR OF WI PROPERTIES LLC	5045 W GRANDE MARKET DR	APPLETON, WI 54913	102525300	CR	YES	335.00	0.00	0.00	0.00	0.00	251.68	\$ 10,067.00	251.68	0.00	0.00	0.00	0.00	\$ 92,685.57	\$ 102,752.57	\$ 57,859.25
J&Y CALNIN FAMILY LTD PRTRNSHP	W GRANDE MARKET DR	APPLETON, WI 54913	102525400	CR	YES	303.60	0.00	0.00	0.00	0.00	220.28	\$ 8,811.00	220.28	0.00	0.00	0.00	0.00	\$ 81,121.74	\$ 89,932.74	\$ 50,640.50
SH FORTYNINE PROPCO APPLETON LLC	5800 PENNSYLVANIA AV	IRVINE, CA 92614	103050100	RMF	YES	482.95	0.00	168.06	0.00	0.00	399.63	\$ 15,985.00	399.63	0.00	112.05	0.00	0.00	\$ 178,429.73	\$ 194,414.73	\$ 109,473.57
HAHNEMAN, DALE R	5649 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5613 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5609 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5605 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5597 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5593 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5589 PENNSYLVANIA AV	KAUKAUNA, WI 54952	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5577 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5573 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES	5569 PENNSYLVANIA AV	KAUKAUNA, WI 54130	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
NOEL, PAUL J	5561 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
RACHUBINSKI, ASHLEY	5557 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
ZWICKER FAM TRST, DAVID	5553 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
TRAUTSCH FAM LEGACY TRST	5549 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
JENSEMA, MARK G	5537 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
MILLER, STEVEN T	5533 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
DOWNNEY, ERIN E	5529 PENNSYLVANIA AV	APPLETON, WI 54913	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
RABAS, NEAL	5525 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
BANN, DUANE E	5653 PENNSYLVANIA AV	APPLETON, WI 54914	103050202	RMF	YES	52.89	0.00	0.00	0.00	0.00	35.26	\$ 1,410.47	35.26	0.00	0.00	0.00	0.00	\$ 12,986.02	\$ 14,396.49	\$ 8,106.56
APPLETON VALLEY HOMES		KAUKAUNA, WI 54130	103050301	RMF	YES	452.96	0.00	0.00	0.00	0.00	369.64	\$ 14,785.40	369.64	0.00	0.00	0.00				

CTH CA - CTH CB to Casaloma Drive

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT**COUNTY / MUNICIPAL / STATE AGREEMENT**

CTH CA - CTH CB to Casaloma Drive

DATE: **6/18/2019 UPDATE**

PROJECT: See Below

HIGHWAY: CTH "CA"

LIMITS: CTH CB to Casaloma Drive

MUNICIPALITY: Township of Greenville

MUNICIPALITY: Township of Grand Chute

Update to cost estimates and update to
maintenance responsibilities

The signatories **Town of Greenville** and **Town of Grand Chute** hereinafter called the Municipalities, through its undersigned duly authorized officers or officials, hereby requests the County of Outagamie, through its Highway Department, hereinafter called the County, to initiate and effect the highway or street improvement hereinafter

PROJECT DESCRIPTION:

Agreement is for engineering, right-of-way, and construction of CTH "CA". STP-Urban funding will be used to offset total costs for construction. Outagamie County, Greenville, and Grand Chute will share the remaining construction and oversight costs as follows:

1) general assumptions that 1/3 of project length, 1/4 of Mayflower Dr intersection, and 1/2 of Communications Dr intersection is under Greenville jurisdiction; and 2/3 of project length, 1/4 of Mayflower Dr intersection, and 1/2 of McCarthy Rd intersection is under Grand Chute jurisdiction.

FULL URBANIZATION

2) share costs of entire intersection footprint based on maintaining jurisdiction of each approach leg;

3) share all of project 50% County, 50% local per Outagamie County Administrative Rule AR 10-02.

COST ESTIMATE AND PARTICIPATION									
PHASE	***** ESTIMATED COST *****								
	Total Estimated Cost	WisDOT	%	Outagamie County	%	Town of Greenville	%	Town of Grand Chute	%
ENGINEERING:	\$885,000								
WisDOT Oversight	\$122,500								
TOTAL ENGINEERING	\$1,007,500	\$759,606	75.4%	\$123,947	50%	\$41,316	16.67%	\$82,631	33.33%
RIGHT OF WAY:	\$300,000	\$0	0%	\$300,000	100%	\$0	0%	\$0	0%
CONSTRUCTION:									
SHARED Items	\$8,829,038	\$4,720,000	53.5%	\$2,054,519	50%	\$684,840	16.67%	\$1,369,679	33.33%
Street Lighting Mayflower	\$38,200	\$0	0%	\$19,100	50%	\$9,550	25.0%	\$9,550	25.0%
Street Lighting McCarthy	\$51,700	\$0	0%	\$25,850	50%	\$0	0.0%	\$25,850	50.0%
Greenville Utilities	\$134,186	\$0	0%	\$0	0%	\$134,186	100%	\$0	0%
Grand Chute Utilities and sidewalk	\$249,335	\$0	0%	\$0	0%	\$0	0%	\$249,335	100%
WisDOT Oversight	\$993,778	\$562,080	56.6%	\$215,849	50%	\$71,950	16.67%	\$143,899	33.33%
TOTAL CONSTRUCTION	\$10,296,237	\$5,282,080	51.3%	\$2,315,318	22.5%	\$900,525	8.7%	\$1,798,314	17.5%
CORRIDOR ENHANCEMENTS:									
Enhancement Design	\$24,329					\$8,109.50	33.33%	\$16,219.00	66.67%
Enhancement Final Plans, Specs and bidding	\$25,202					\$0.00	0%	\$25,201.50	100%
Roundabout center island plantings - Mayflower	\$64,218			\$32,109.00	50%	\$16,054.50	25%	\$16,054.50	25%
Roundabout center island plantings - McCarthy	\$64,173			\$32,086.50	50%	\$0.00	0%	\$32,086.50	50%
Decorative walls and planting mixture	\$63,240					\$0.00	0%	\$63,240.00	100%
Plantings beds adjacent to walls installed	\$79,384					\$0.00	0%	\$79,384.00	100%
Corridor trees & plantings	future								
Bike hubs & repair station	future								
TOTAL ENHANCEMENTS	\$320,545	\$0	0%	\$64,195.50	20.0%	\$24,164.00	7.54%	\$232,185.50	72.43%
TOTAL PROJECT COST	\$11,924,282	\$6,041,686	50.7%	\$2,803,461	23.51%	\$966,005	8.10%	\$2,113,130	17.72%

STP-U CAPPED AT \$6,041,686

CTH CA - CTH CB to Casaloma Drive

This request for the programming, design and construction is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the Highway Commissioner shall constitute an agreement between the County and the Municipality unless specifically modified or amended by supplemental written agreement between the County and the Municipality.

Terms and Conditions

1. When Federal Funds are involved, the improvement will be subject to the applicable Federal Aid Highway Acts and Regulations of the Federal Highway Administration, U.S. Department of Transportation.
2. This is a joint agreement between the County and the Municipalities. The Municipalities will be kept informed on the project status and will have input regarding the project. This project will be administered under the County Administrative Rule 10-02.
3. If the Municipalities should withdraw the project, it will pay to the County any cost that has been incurred by the county on behalf of the project.
4. The project cost in the agreement is an estimate. The Municipalities will be invoiced periodically, and agrees to pay based on actual costs incurred. Such costs may be greater or less than the estimated amount, however, the Municipalities acknowledges that costs between the time this agreement is executed and the actual time of construction can vary.
5. The County's obligation to perform under this contract shall be subject to County Board appropriation of funds sufficient to fund the County's obligations herein.
6. The County and Municipalities agree and understand that the Municipalities is reserving its rights to assess any and all costs incurred by the Municipalities for this project. The Municipalities and County hereby further agree that the Municipalities have the right to assess any of its costs upon terms deemed acceptable by the Municipalities subject to the following: In the event county property is assessed or subject to assessment the county reserves the right to object to the propriety and / or correctness of the assessment formula or methodology, however, such right to object does not extend to the municipality's ability to assess. The county's right to object includes the ability to challenge the assessment methodology or formula in circuit court and to pursue appeals of circuit court decisions.
7. Operations and Maintenance responsibilities of facilities built with this project are as follows:
Outagamie County will maintain the following:
 - a. County Highway surface and roadway base between outside curblines
 - b. Curb & gutter along the County Trunk Highway, including roundabout central island
 - c. Roadway signing and pavement marking
 - d. Typical county mowing for safety and brush clearing within the right-of-way
 - e. Street lighting required at signalized intersections or roundabouts for safety
 - f. Maintain records of the highway and right-of-way, and utility and access permits
 - g. Underground stormwater treatment systemsThe Municipalities will maintain the following:
 - a. Storm sewer drainage pipes and structures
 - b. Off-road sidewalks, multimodal facilities and crossings
 - c. Signing and pavement markings symbols for multi-modal facilities
 - d. Aesthetic grass mowing or landscaping within the right-of-way
 - e. Maintenance of roundabout central island plantings
 - f. Trees, shrubs, other aesthetic plantings and landscaping features (walls) within the right-of-way
 - g. Corridor street lighting for highway or trail
 - h. Future landscaping aesthetics and wayfinding signage for the corridor
 - i. Maintenance of side roads start at the splitter island curb line for roundabouts

CTH CA - CTH CB to Casaloma Drive

BY: _____
Dean E. Steingraber, P.E. Outagamie County Highway Commissioner Date

BY: _____
Signed for and in behalf of: Township of Greenville Date

BY:  _____
Signed for and in behalf of: Township of Grand Chute Date 6/18/19

CTH CA - CTH CB to Casaloma Drive

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

COUNTY / MUNICIPAL / STATE AGREEMENT

CTH CA - CTH CB to Casaloma Drive

DATE: 6/18/2019 UPDATE
 PROJECT: See Below
 HIGHWAY: CTH "CA"
 LIMITS: CTH CB to Casaloma Drive
 MUNICIPALITY: Township of Greenville
 MUNICIPALITY: Township of Grand Chute

Update to cost estimates and update to maintenance responsibilities

The signatories **Town of Greenville and Town of Grand Chute** hereinafter called the Municipalities, through its undersigned duly authorized officers or officials, hereby requests the County of Outagamie, through its Highway Department, hereinafter called the County, to initiate and effect the highway or street improvement hereinafter

PROJECT DESCRIPTION:

Agreement is for engineering, right-of-way, and construction of CTH "CA". STP-Urban funding will be used to offset total costs for construction. Outagamie County, Greenville, and Grand Chute will share the remaining construction and oversight costs as follows:

BID Construction
 9,770,163
 x 12%
 1,172,420 Construction jurisdiction

1) general assumptions that 1/3 of project length, 1/4 of Mayflower Dr intersection, and 1/2 of Communications Dr intersection is under Greenville jurisdiction; and 2/3 of project length, 1/4 of Mayflower Dr intersection, and 1/2 of McCarthy Rd intersection is under Grand Chute jurisdiction.

FULL URBANIZATION

- 562,080 funding
 \$1610,340

2) share costs of entire intersection footprint based on maintaining jurisdiction of each approach leg;

3) share all of project 50% County, 50% local per Outagamie County Administrative Rule AR 10-02.

Shared Const
 \$9,356,416
 \$4,720,000 Funded
 \$4,636,416
 50% / 16.67% / 33.33%
 x 33.33
 1,545,317.45
 GRAND CHUTE

COST ESTIMATE AND PARTICIPATION

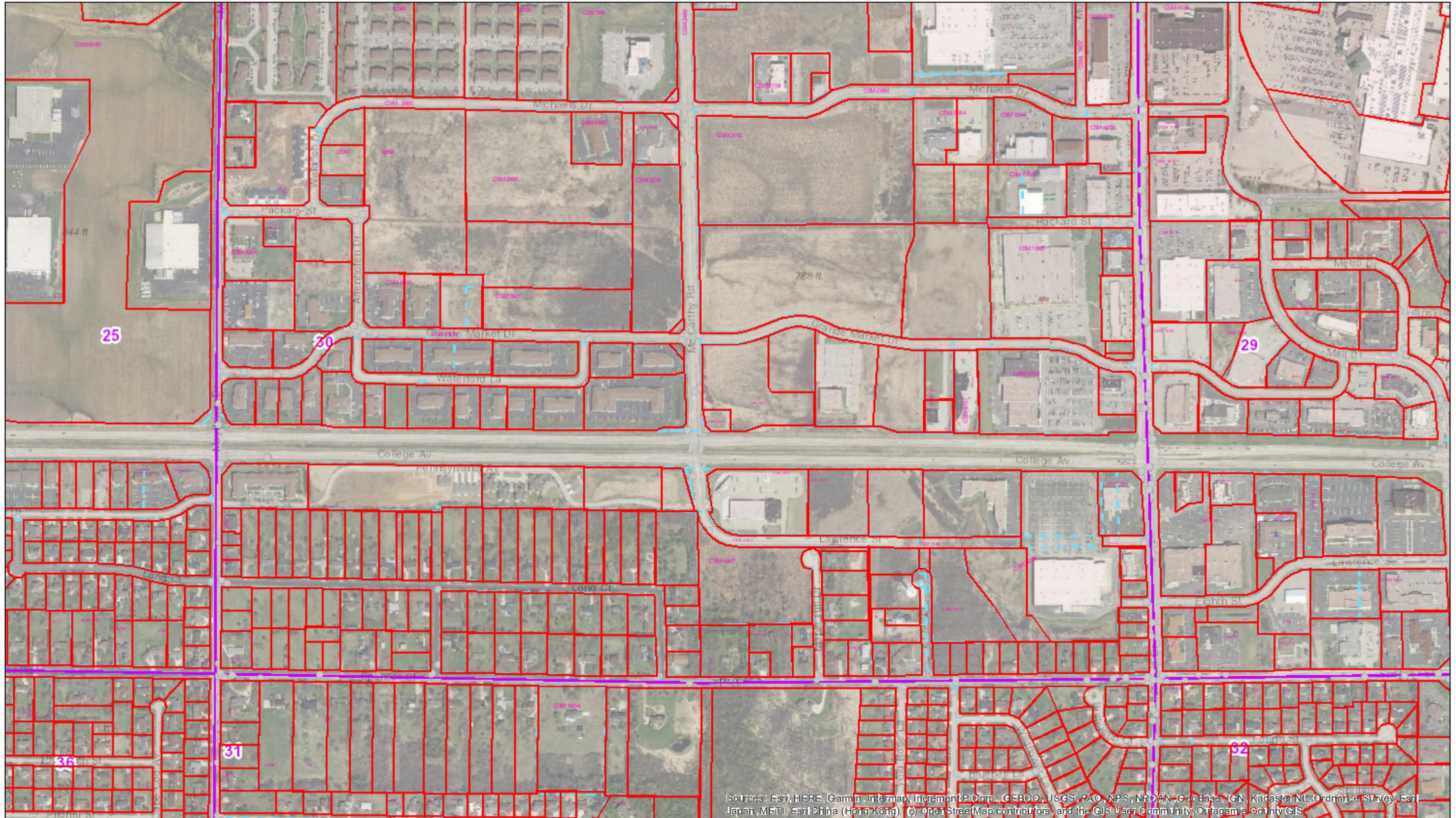
***** ESTIMATED COST *****

PHASE	Total Estimated Cost	WisDOT	%	Outagamie County	%	Town of Greenville	%	Town of Grand Chute	%
ENGINEERING:	\$885,000								
WisDOT Oversight	\$122,500								
TOTAL ENGINEERING	\$1,007,500	\$759,606	75.4%	\$123,947	50%	\$41,316	16.67%	\$82,631	33.33%
RIGHT OF WAY:	\$300,000	\$0	0%	\$300,000	100%	\$0	0%	\$0	0%
CONSTRUCTION:									
SHARED Items	\$8,829,038	\$4,720,000	53.5%	\$2,054,519	50%	\$684,840	16.67%	\$1,369,679	33.33%
Street Lighting Mayflower	\$38,200	\$0	0%	\$19,100	50%	\$9,550	25.0%	\$9,550	25.0%
Street Lighting McCarthy	\$51,700	\$0	0%	\$25,850	50%	\$0	0.0%	\$25,850	50.0%
Greenville Utilities	\$134,186	\$0	0%	\$0	0%	\$134,186	100%	\$0	0%
Grand Chute Utilities and sidewalk	\$249,335	\$0	0%	\$0	0%	\$0	0%	\$249,335	100%
WisDOT Oversight	\$993,778	\$562,080	56.6%	\$215,849	50%	\$71,950	16.67%	\$143,899	33.33%
TOTAL CONSTRUCTION	\$10,296,237	\$5,282,080	51.3%	\$2,315,318	22.5%	\$900,525	8.7%	\$1,798,314	17.5%
CORRIDOR ENHANCEMENTS:									
Enhancement Design	\$24,329					\$8,109.50	33.33%	\$16,219.00	66.67%
Enhancement Final Plans, Specs and bidding	\$25,202					\$0.00	0%	\$25,201.50	100%
Roundabout center island plantings - Mayflower	\$64,218			\$32,109.00	50%	\$16,054.50	25%	\$16,054.50	25%
Roundabout center island plantings - McCarthy	\$64,173			\$32,086.50	50%	\$0.00	0%	\$32,086.50	50%
Decorative walls and planting mixture	\$63,240					\$0.00	0%	\$63,240.00	100%
Plantings beds adjacent to walls installed	\$79,384					\$0.00	0%	\$79,384.00	100%
Corridor trees & plantings	future								
Bike hubs & repair station	future								
TOTAL ENHANCEMENTS	\$320,545	\$0	0%	\$64,195.50	20.0%	\$24,164.00	7.54%	\$232,185.50	72.43%
TOTAL PROJECT COST	\$11,924,282	\$6,041,686	50.7%	\$2,803,461	23.51%	\$966,005	8.10%	\$2,113,130	17.72%

STP-U CAPPED AT \$6,041,686

BY OTHERS

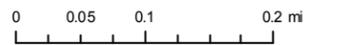
Grand Chute Shared + Non Part
 1,545,317
 347,676 = 1,892,993
 81.6%
 18.4%



Sources: Esri, HERE, Garmin, Intermap, InCREMENT P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), © OpenStreetMap contributors, and the GIS User Community, Outagamie County GIS

Disclaimer: The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.

Author:
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AGENDA REQUEST
12/3/2019

TOPIC: Approve Gillett Street Urbanization Change Order #6, Contract 2018-01, increasing the amount by \$1,375.66.

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

ISSUE: Shall the Town Board approve Gillett Street Urbanization Change Order #6, Contract 2018-01, increasing the amount by \$1,375.66.

BACKGROUND/ANALYSIS: Contract 2018-01, for Gillett Street Urbanization, was awarded to RC Excavating, Inc., and the current contract price is \$2,251,365.58. The project is complete and Change Order #6, increasing the contract amount by \$1,375.66, revises the quantities of all bid items to the final recorded quantities for the contract.

RECOMMENDATION: Staff recommendation is to approve Gillett Street Urbanization Change Order #6, Contract 2018-01, increasing the amount by \$1,375.66.

FISCAL IMPACT: CIP

The Gillett Street Urbanization project will be recorded in the CIP. The contract with RC Excavating, Inc. prior to this change order is for \$2,251,365.58. This change order is an increase of \$1,375.66 and the remaining contingency amount is \$159,041.35.

ATTACHMENTS:
Attachment No. 1 - Gillett Street Urbanization Change Order #6



November 19, 2019

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

Re: Town of Grand Chute
Contract 2018-01
North Gillett Street Urbanization
Change Order #6
McM. No. G0006-9-13-00326.12

Enclosed herewith is Change Order #6 for the above referenced project. This change is an increase in the Contract in the amount of \$1,375.66. The current Contract Price is \$2,252,741.24.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

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

CCS:car

Enclosure: Change Order #6

McMAHON ASSOCIATES, INC.

TELEPHONE: 920.751.4200
 FAX: 920.751.4284

RC EXCAVATING, INC.
 3125 Birch Road, Suite D
 Suamico, WI 54173

Contract No. 2018-01
 Project File No. G0006-9-13-00326.12
 Change Order No. Six (6)
 Issue Date: November 6, 2019
 Project: Town of Grand Chute
N Gillett Street Urbanization

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
6.1	Add \$1,375.66 per Attached Spreadsheet	+ \$1,375.66
	TOTAL	+ \$1,375.66

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$2,251,365.58</u>	<u>-</u> days
Adjustments Per This Change Order	<u>+ \$1,375.66</u>	<u>0</u> days
Current Contract Status	<u>\$2,252,741.24</u>	<u>-</u> days

Recommended:
McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin

Accepted:
RC EXCAVATING, INC.
 Suamico, Wisconsin

Authorized:
TOWN OF GRAND CHUTE
 Outagamie County, Wisconsin

By: 
 Date: 11-6-19

By: 
 Date: 11-11-19

By: _____
 Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

Town of Grand Chute
North Gillett Street Urbanization
Capitol Drive to Elsner Road
Contract 2018-01
G0006-9-13-00326.12

Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Amount	Change Order # 1				Change Order # 2				Change Order # 3				Change Order # 4				Change Order # 5				Change Order # 6			
						Quantity Revision	Revised Quantity	Amount Revision	Revised Amount	Quantity Revision	Revised Quantity	Amount Revision	Revised Amount	Quantity Revision	Revised Quantity	Amount Revision	Revised Amount	Quantity Revision	Revised Quantity	Amount Revision	Revised Amount	Quantity Revision	Revised Quantity	Amount Revision	Revised Amount	Quantity Revision	Revised Quantity	Amount Revision	Revised Amount
1	29" x 45" RCP Class IV Storm Sewer	LF	60	\$119.00	\$7,140.00	0	60	\$0.00	\$7,140.00	4	64	\$476.00	\$7,616.00	0	64	\$0.00	\$7,616.00	0	64	\$0.00	\$7,616.00	0	64	\$0.00	\$7,616.00	0	64	\$0.00	\$7,616.00
2	36" RCP Class IV Storm Sewer	LF	440	\$71.00	\$31,240.00	0	440	\$0.00	\$31,240.00	-2	438	(\$142.00)	\$31,098.00	0	438	\$0.00	\$31,098.00	0	438	\$0.00	\$31,098.00	0	438	\$0.00	\$31,098.00	0	438	\$0.00	\$31,098.00
3	36 Inch RCP Storm Sewer	L.F.	178	\$66.00	\$11,748.00	0	178	\$0.00	\$11,748.00	0	178	\$0.00	\$11,748.00	0	178	\$0.00	\$11,748.00	0	178	\$0.00	\$11,748.00	0	178	\$0.00	\$11,748.00	0	178	\$0.00	\$11,748.00
4	36 Inch Storm Sewer	L.F.	29	\$63.00	\$1,827.00	-29	0	(\$1,827.00)	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00
5	30 Inch RCP Storm Sewer	L.F.	256	\$54.00	\$13,824.00	0	256	\$0.00	\$13,824.00	0	256	\$0.00	\$13,824.00	0	256	\$0.00	\$13,824.00	0	256	\$0.00	\$13,824.00	0	256	\$0.00	\$13,824.00	0	256	\$0.00	\$13,824.00
6	24 Inch RCP Class IV Storm Sewer	L.F.	68	\$54.00	\$3,672.00	0	68	\$0.00	\$3,672.00	4	72	\$216.00	\$3,888.00	0	72	\$0.00	\$3,888.00	0	72	\$0.00	\$3,888.00	0	72	\$0.00	\$3,888.00	0	72	\$0.00	\$3,888.00
7	24 Inch RCP Storm Sewer	L.F.	1080	\$43.00	\$46,440.00	0	1080	\$0.00	\$46,440.00	-5	1075	(\$215.00)	\$46,225.00	0	1075	\$0.00	\$46,225.00	0	1075	\$0.00	\$46,225.00	0	1075	\$0.00	\$46,225.00	0	1075	\$0.00	\$46,225.00
8	24 Inch Storm Sewer	L.F.	824	\$43.00	\$35,432.00	0	824	\$0.00	\$35,432.00	3	827	\$129.00	\$35,561.00	0	827	\$0.00	\$35,561.00	0	827	\$0.00	\$35,561.00	0	827	\$0.00	\$35,561.00	0	827	\$0.00	\$35,561.00
9	21 Inch RCP Storm Sewer	L.F.	222	\$39.00	\$8,658.00	0	222	\$0.00	\$8,658.00	1	223	\$39.00	\$8,697.00	0	223	\$0.00	\$8,697.00	0	223	\$0.00	\$8,697.00	0	223	\$0.00	\$8,697.00	0	223	\$0.00	\$8,697.00
10	21 Inch Storm Sewer	L.F.	419	\$38.00	\$15,922.00	0	419	\$0.00	\$15,922.00	3	422	\$114.00	\$16,036.00	0	422	\$0.00	\$16,036.00	0	422	\$0.00	\$16,036.00	0	422	\$0.00	\$16,036.00	0	422	\$0.00	\$16,036.00
11	18 Inch RCP Storm Sewer	L.F.	60	\$43.00	\$2,580.00	0	60	\$0.00	\$2,580.00	-29	31	(\$1,247.00)	\$1,333.00	0	31	\$0.00	\$1,333.00	0	31	\$0.00	\$1,333.00	0	31	\$0.00	\$1,333.00	0	31	\$0.00	\$1,333.00
12	18 Inch Storm Sewer	L.F.	783	\$35.00	\$27,405.00	0	783	\$0.00	\$27,405.00	26	809	\$910.00	\$28,315.00	0	809	\$0.00	\$28,315.00	282	1091	\$9,870.00	\$38,185.00	0	1091	\$0.00	\$38,185.00	0	1091	\$0.00	\$38,185.00
13	15 Inch Storm Sewer	L.F.	843	\$30.00	\$25,290.00	0	843	\$0.00	\$25,290.00	12	855	\$360.00	\$25,650.00	0	855	\$0.00	\$25,650.00	-71	784	(\$2,130.00)	\$23,520.00	0	784	\$0.00	\$23,520.00	0	784	\$0.00	\$23,520.00
14	12 Inch Storm Sewer	L.F.	250	\$29.00	\$7,250.00	0	250	\$0.00	\$7,250.00	1	251	\$29.00	\$7,279.00	0	251	\$0.00	\$7,279.00	-100	151	(\$2,900.00)	\$4,379.00	0	151	\$0.00	\$4,379.00	0	151	\$0.00	\$4,379.00
15	12 Inch RCP Storm Lead	L.F.	76	\$41.00	\$3,116.00	0	76	\$0.00	\$3,116.00	0	76	\$0.00	\$3,116.00	-42	34	(\$1,722.00)	\$1,394.00	0	34	\$0.00	\$1,394.00	0	34	\$0.00	\$1,394.00	0	34	\$0.00	\$1,394.00
16	12 Inch Storm Lead	L.F.	1015	\$37.00	\$37,555.00	0	1015	\$0.00	\$37,555.00	0	1015	\$0.00	\$37,555.00	132	1147	\$4,884.00	\$42,439.00	0	1147	\$0.00	\$42,439.00	0	1147	\$0.00	\$42,439.00	0	1147	\$0.00	\$42,439.00
17	8 Inch Storm Lead	L.F.	212	\$35.00	\$7,420.00	0	212	\$0.00	\$7,420.00	0	212	\$0.00	\$7,420.00	50	262	\$1,750.00	\$9,170.00	0	262	\$0.00	\$9,170.00	0	262	\$0.00	\$9,170.00	0	262	\$0.00	\$9,170.00
18	4 Inch Storm Lead	L.F.	1632	\$26.50	\$43,248.00	0	1632	\$0.00	\$43,248.00	0	1632	\$0.00	\$43,248.00	165	1797	\$4,372.50	\$47,620.50	0	1797	\$0.00	\$47,620.50	0	1797	\$0.00	\$47,620.50	0	1797	\$0.00	\$47,620.50
19	8 Foot Diameter Manhole	V.F.	6.85	\$785.00	\$5,377.25	0	6.85	\$0.00	\$5,377.25	0	6.85	\$0.00	\$5,377.25	-0.12	6.73	(\$94.20)	\$5,283.05	0	6.73	\$0.00	\$5,283.05	0	6.73	\$0.00	\$5,283.05	0	6.73	\$0.00	\$5,283.05
20	6 Foot Diameter Manhole	V.F.	20.2	\$488.00	\$9,857.60	0	20.2	\$0.00	\$9,857.60	0	20.2	\$0.00	\$9,857.60	-0.06	20.14	(\$29.28)	\$9,828.32	0	20.14	\$0.00	\$9,828.32	0	20.14	\$0.00	\$9,828.32	0	20.14	\$0.00	\$9,828.32
21	5 Foot Diameter Manhole	V.F.	48.37	\$458.00	\$22,153.46	0	48.37	\$0.00	\$22,153.46	0	48.37	\$0.00	\$22,153.46	11.77	60.14	\$5,390.66	\$27,544.12	0	60.14	\$0.00	\$27,544.12	0	60.14	\$0.00	\$27,544.12	0	60.14	\$0.00	\$27,544.12
22	4 Foot Diameter Manhole	V.F.	103.72	\$303.00	\$31,427.16	0	103.72	\$0.00	\$31,427.16	0	103.72	\$0.00	\$31,427.16	-9.96	93.76	(\$3,017.88)	\$28,409.28	0	93.76	\$0.00	\$28,409.28	0	93.76	\$0.00	\$28,409.28	0	93.76	\$0.00	\$28,409.28
23	Inlet	Ea.	41	\$1,625.00	\$66,625.00	0	41	\$0.00	\$66,625.00	0	41	\$0.00	\$66,625.00	0	41	\$0.00	\$66,625.00	0	41	\$0.00	\$66,625.00	0	41	\$0.00	\$66,625.00	0	41	\$0.00	\$66,625.00
24	Yard Drains	Ea.	15	\$1,255.00	\$18,825.00	0	15	\$0.00	\$18,825.00	0	15	\$0.00	\$18,825.00	0	15	\$0.00	\$18,825.00	0	15	\$0.00	\$18,825.00	0	15	\$0.00	\$18,825.00	0	15	\$0.00	\$18,825.00
25	Ditch Inlet	Ea.	4	\$1,225.00	\$4,900.00	0	4	\$0.00	\$4,900.00	0	4	\$0.00	\$4,900.00	-1	3	(\$1,225.00)	\$3,675.00	0	3	\$0.00	\$3,675.00	0	3	\$0.00	\$3,675.00	0	3	\$0.00	\$3,675.00
26	Connect 21 Inch Storm Sewer to 75" x 96" Culvert	Ea.	1	\$3,000.00	\$3,000.00	0	1	\$0.00	\$3,000.00	0	1	\$0.00	\$3,000.00	0	1	\$0.00	\$3,000.00	0	1	\$0.00	\$3,000.00	0	1	\$0.00	\$3,000.00	0	1	\$0.00	\$3,000.00
27	Connect 15 Inch Storm Sewer to 75" x 96" Culvert	Ea.	1	\$2,350.00	\$2,350.00	0	1	\$0.00	\$2,350.00	0	1	\$0.00	\$2,350.00	0	1	\$0.00	\$2,350.00	0	1	\$0.00	\$2,350.00	0	1	\$0.00	\$2,350.00	0	1	\$0.00	\$2,350.00
28	4 Inch Cleanout	Ea.	61	\$165.00	\$10,065.00	0	61	\$0.00	\$10,065.00	0	61	\$0.00	\$10,065.00	-3	58	(\$495.00)	\$9,570.00	0	58	\$0.00	\$9,570.00	0	58	\$0.00	\$9,570.00	0	58	\$0.00	\$9,570.00
29	Connect to Existing 12 Inch Pond Outlet	Ea.	1	\$230.00	\$230.00	0	1	\$0.00	\$230.00	0	1	\$0.00	\$230.00	0	1	\$0.00	\$230.00	0	1	\$0.00	\$230.00	0	1	\$0.00	\$230.00	0	1	\$0.00	\$230.00
30	Connect to Existing 8 Inch Pond Outlet	Ea.	1	\$180.00	\$180.00	0	1	\$0.00	\$180.00	0	1	\$0.00	\$180.00	0	1	\$0.00	\$180.00	0	1	\$0.00	\$180.00	0	1	\$0.00	\$180.00	0	1	\$0.00	\$180.00
31	Connect to Existing Storm Lateral	Ea.	20	\$69.00	\$1,380.00	0	20	\$0.00	\$1,380.00	0	20	\$0.00	\$1,380.00	3	23	\$207.00	\$1,587.00	0	23	\$0.00	\$1,587.00	0	23	\$0.00	\$1,587.00	0	23	\$0.00	\$1,587.00
32	Inlet Protection	Ea.	57	\$61.00	\$3,477.00	0	57	\$0.00	\$3,477.00	0	57	\$0.00	\$3,477.00	2	59	\$122.00	\$3,599.00	0	59	\$0.00	\$3,599.00	59	118	\$3,599.00	\$7,198.00	-13	105	(\$793.00)	\$6,405.00
33	Relocate Hydrant and Auxillary Valve	Ea.	1	\$2,900.00	\$2,900.00	0	1	\$0.00	\$2,900.00	0	1	\$0.00	\$2,900.00	0	1	\$0.00	\$2,900.00	0	1	\$0.00	\$2,900.00	0	1	\$0.00	\$2,900.00	0	1	\$0.00	\$2,900.00
34	Relocate Hydrant	Ea.	1	\$2,130.00	\$2,130.00	0	1	\$0.00	\$2,130.00	0	1	\$0.00	\$2,130.00	0	1	\$0.00	\$2,130.00	0	1	\$0.00	\$2,130.00	0	1	\$0.00	\$2,130.00	0	1	\$0.00	\$2,130.00
35	Replace Hydrant Bolts	Ea.	10	\$1,410.00	\$14,100.00	0	10	\$0.00	\$14,100.00	0	10	\$0.00	\$14,100.00	0	10	\$0.00	\$14,100.00	1	11	\$1,410.00	\$15,510.00	0	11	\$0.00	\$15,510.00	0	11	\$0.00	\$15,510.00
36	Replace Tee Bolts	Ea.	10	\$1,515.00	\$15,150.00	0	10	\$0.00	\$15,150.00	0	10	\$0.00	\$15,150.00	5	15	\$7,575.00	\$22,725.00	0	15	\$0.00	\$22,725.00	0	15	\$0.00	\$22,725.00	0	15	\$0.00	\$22,725.00
37	Replace Valve Bolts	Ea.	15	\$1,175.00	\$17,625.00	0	15	\$0.00	\$17,625.00	0	15	\$0.00	\$17,625.00	0	15	\$0.00	\$17,625.00	10	25	\$11,750.00	\$29,375.00	0	25	\$0.00	\$29,375.00	0	25	\$0.00	\$29,375.00
38	Adjust Sanitary Manhole Rim	Ea.	8	\$505.00	\$4,040.00	0	8	\$0.00	\$4,040.00	0	8	\$0.00	\$4,040.00	2.5	10.5	\$1,262.50	\$5,302.50	0	10.5	\$0.00	\$5,302.50	0	10.5	\$0.00	\$5,302.50	0	10.5	\$0.00	\$5,30

83	Remove and Reset Mailboxes	Ea.	38	\$130.00	\$4,940.00	0	38	\$0.00	\$4,940.00	0	38	\$0.00	\$4,940.00	0	38	\$0.00	\$4,940.00	3	41	\$390.00	\$5,330.00	0	41	\$0.00	\$5,330.00	0	41	\$0.00	\$5,330.00
84	Traffic Control	L.S.	1	\$6,500.00	\$6,500.00	0	1	\$0.00	\$6,500.00	0	1	\$0.00	\$6,500.00	0	1	\$0.00	\$6,500.00	0.33	1.33	\$2,145.00	\$8,645.00	0	1.33	\$0.00	\$8,645.00	0	1.33	\$0.00	\$8,645.00
	24 Inch Dual Storm Sewer	LF	0	\$132.00	\$0.00	28	28	\$3,696.00	\$3,696.00	-1	27	(\$132.00)	\$3,564.00	0	27	\$0.00	\$3,564.00	0	27	\$0.00	\$3,564.00	0	27	\$0.00	\$3,564.00	0	27	\$0.00	\$3,564.00
	Modify MH 34+67	LS	0	\$935.00	\$0.00	1	1	\$935.00	\$935.00	0	1	\$0.00	\$935.00	0	1	\$0.00	\$935.00	0	1	\$0.00	\$935.00	0	1	\$0.00	\$935.00	0	1	\$0.00	\$935.00
	Junction Chamber	Ea.	0	\$7,458.00	\$0.00	1	1	\$7,458.00	\$7,458.00	0	1	\$0.00	\$7,458.00	0	1	\$0.00	\$7,458.00	0	1	\$0.00	\$7,458.00	0	1	\$0.00	\$7,458.00	0	1	\$0.00	\$7,458.00
	Special Backfill to Replace Unacceptable Native Backfill	TON	0	\$15.80	\$0.00	803.14	803.14	\$12,689.61	\$12,689.61	0	803.14	\$0.00	\$12,689.61	0	803.14	\$0.00	\$12,689.61	69.98	873.12	\$1,105.68	\$13,795.30	0	873.12	\$0.00	\$13,795.30	0	873.12	\$0.00	\$13,795.30
	12 Inch Water Main	LF	0	\$102.90	\$0.00	0	0	\$0.00	\$0.00	260	260	\$26,754.00	\$26,754.00	0	260	\$0.00	\$26,754.00	0	260	\$0.00	\$26,754.00	0	260	\$0.00	\$26,754.00	-260	0	(\$26,754.00)	\$0.00
	12 Inch Water Main	LF	0	\$113.40	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	260	260	\$29,484.00	\$29,484.00
	Hydrant	Ea.	0	\$4,055.10	\$0.00	1	1	\$4,055.10	\$4,055.10	0	1	\$0.00	\$4,055.10	0	1	\$0.00	\$4,055.10	0	1	\$0.00	\$4,055.10	0	1	\$0.00	\$4,055.10	0	1	\$0.00	\$4,055.10
	12 Inch Resilient Wedge Gate Valve	Ea.	0	\$2,691.15	\$0.00	1	1	\$2,691.15	\$2,691.15	0	1	\$0.00	\$2,691.15	0	1	\$0.00	\$2,691.15	0	1	\$0.00	\$2,691.15	0	1	\$0.00	\$2,691.15	0	1	\$0.00	\$2,691.15
	12 Inch 22.5-Degree Bends	Ea.	0	\$559.85	\$0.00	2	2	\$1,119.30	\$1,119.30	0	2	\$0.00	\$1,119.30	0	2	\$0.00	\$1,119.30	0	2	\$0.00	\$1,119.30	0	2	\$0.00	\$1,119.30	0	2	\$0.00	\$1,119.30
	12 Inch x 12 Inch Tee	Ea.	0	\$772.80	\$0.00	1	1	\$772.80	\$772.80	0	1	\$0.00	\$772.80	0	1	\$0.00	\$772.80	0	1	\$0.00	\$772.80	0	1	\$0.00	\$772.80	0	1	\$0.00	\$772.80
	12 Inch x 6 Inch Reducer	Ea.	0	\$325.50	\$0.00	2	2	\$651.00	\$651.00	0	2	\$0.00	\$651.00	0	2	\$0.00	\$651.00	0	2	\$0.00	\$651.00	0	2	\$0.00	\$651.00	0	2	\$0.00	\$651.00
	10 Inch Sanitary Sewer	LF	0	\$72.26	\$0.00	112	112	\$8,093.12	\$8,093.12	0	112	\$0.00	\$8,093.12	0	112	\$0.00	\$8,093.12	0	112	\$0.00	\$8,093.12	0	112	\$0.00	\$8,093.12	0	112	\$0.00	\$8,093.12
	Install Hydrant (Hydrant Furnished by Town)	Ea.	0	\$525.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$525.00	\$525.00	0	1	\$0.00	\$525.00	2	3	\$1,050.00	\$1,575.00	0	3	\$0.00	\$1,575.00	0	3	\$0.00	\$1,575.00
	Biolog Ditch Check	Ea.	0	\$150.00	\$0.00	0	0	\$0.00	\$0.00	4	4	\$600.00	\$600.00	0	4	\$0.00	\$600.00	0	4	\$0.00	\$600.00	0	4	\$0.00	\$600.00	0	4	\$0.00	\$600.00
	Install Inlets on East Side at Evergreen Drive	T&M	0	\$9,005.77	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$9,005.77	\$9,005.77	0	1	\$0.00	\$9,005.77	0	1	\$0.00	\$9,005.77	0	1	\$0.00	\$9,005.77
	6" Hydrant Lead	LF	0	\$11.16	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	8	8	\$89.28	\$89.28	0	8	\$0.00	\$89.28	0	8	\$0.00	\$89.28	0	8	\$0.00	\$89.28
	6" Auxiliary Valve	Ea.	0	\$1,102.50	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$1,102.50	\$1,102.50	0	1	\$0.00	\$1,102.50	0	1	\$0.00	\$1,102.50	0	1	\$0.00	\$1,102.50
	Lowering Water Main at Skyview Lane	T&M	0	\$3,254.93	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$3,254.93	\$3,254.93	0	1	\$0.00	\$3,254.93	0	1	\$0.00	\$3,254.93	0	1	\$0.00	\$3,254.93
	Storm Sewer Siphon Under Water Main at Little Ranch Road	T&M	0	\$9,963.78	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$9,963.78	\$9,963.78	0	1	\$0.00	\$9,963.78	0	1	\$0.00	\$9,963.78	0	1	\$0.00	\$9,963.78
	Alter Inlets & Yard Drains Due to Utilities Conflicts	Ea.	0	\$262.50	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	7	7	\$1,837.50	\$1,837.50	0	7	\$0.00	\$1,837.50	0	7	\$0.00	\$1,837.50	0	7	\$0.00	\$1,837.50
	Traffic Control (2019)	L.S.	0	\$4,488.75	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$4,488.75	\$4,488.75	0	1	\$0.00	\$4,488.75	0	1	\$0.00	\$4,488.75
	Replace Tree at 4150 N. Gillett Street	LS	0	\$825.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$825.00	\$825.00
	Install Yard Drains (2019)	T&M	0	\$6,579.88	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	1	1	\$6,579.88	\$6,579.88
	Remove Gravel From Driveways	SY	0	\$29.93	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	382.2	382.2	\$11,439.25	\$11,439.25
	Hot Mix Asphalt, 4MT 58-28 S (Upper Layer)(2019)	Ton	0	\$59.98	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	2850	2850	\$170,943.00	\$170,943.00	-204.20	2645.80	(\$12,247.92)	\$158,695.08
	Total:			\$2,086,794.35				\$50,615.28	\$2,137,409.63			\$28,416.00	\$2,165,825.63			\$40,669.76	\$2,206,495.39			\$12,061.68	\$2,218,557.08			\$32,808.50	\$2,251,365.58			\$1,375.66	\$2,252,741.24

Workbook: Gillett Street
Worksheet: Change orders
Disk: w:\PROJECTS\G0006\930326\001\Spreadsheets

Authorized: August 23, 2018

Authorized: November 8, 2018

Authorized: December 4, 2018

Authorized: March 19, 2019

Authorized: May 21, 2019

Date: November 6, 2019



AGENDA REQUEST
12/3/2019

TOPIC: Accept Warranty Deed from Community Development Authority of the Town of Grand Chute, conveying ownership of Lots 2 and 3, Certified Survey Map No. 7771 to the Town of Grand Chute (Parcel on south side of W. Champion Drive).

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Town Board
Department Reporting: Community Development	Submitted By: R. Buckingham

ISSUE: Accept Warranty Deed and ownership of Lots 2 and 3.

BACKGROUND/ANALYSIS: At its November 13, 2019 meeting, the CDA approved the release of its ownership interest in Lots 2 and 3 of Certified Survey Map No. 7771 to the Town of Grand Chute. Earlier this year, the CDA redefined the Champion Center Property as being only that real estate located north of Champion Drive (See Lot 1, CSM 7771 attached). CDA-owned properties located south of Champion Drive (See Lots 2 and 3, CSM 7771 attached), were released from all obligations related to payment on the Lease Revenue Bonds that financed the Champion Center. The Town has received an Offer to Purchase for Lot 2 from the prospective new owner of Appleton Camping Center. In order to complete the sale of Lot 2, the Town first needs to accept ownership of the land. For convenience, Lot 3 will also be deeded to the Town at this time, and held as a vacant parcel until a future use is identified.

The Town previously owned the land that now includes Lots 2 and 3. When the Champion Center financing was being arranged, this land was gifted to the CDA. Now, the Town will take title to these lots at no cost. Any subsequent land sale proceeds from these lots will be General Fund revenues.

RECOMMENDATION: Staff recommends Town Board approval to accept the Warranty Deed from the Community Development Authority of the Town of Grand Chute, conveying ownership of Lots 2 and 3, Certified Survey Map No. 7771 to the Town of Grand Chute.

FISCAL IMPACT: N/A

ATTACHMENTS: (1) Warranty Deed; (2) Certified Survey Map No. 7771.

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Community Development Authority of the Town of Grand Chute

("Grantor," whether one or more), and Town of Grand Chute

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Outagamie County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lots Two (2) and Three (3) of Certified Survey Map No. 7771 recorded as Document No. 2166431 with the Outagamie County Register of Deeds, being part of the SE 1/4 of the NE 1/4, part of the SW 1/4 of the NE 1/4 and part of the NW 1/4 of the SE 1/4, all in Section 19, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Recording Area

Name and Return Address

**Charles D. Koehler
Herrling Clark Law Firm Ltd.
800 North Lynndale Drive
Appleton, WI 54914**

101083005 & 101083006

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

Exceptions to warranties:

easements, restrictions, and covenants of record.

Dated December, 2019

**Community Development Authority of the
Town of Grand Chute**

(SEAL)

* _____

(SEAL)

* _____

(SEAL)

***By: Robert W. Stadel, Chairman**

(SEAL)

***By: Robert L. Buckingham, Executive Director**

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Atty. Charles D. Koehler, Herrling Clark Law Firm Ltd.

800 North Lynndale Drive, Appleton, WI 54914

ACKNOWLEDGMENT

STATE OF WISCONSIN)

OUTAGAMIE) ss.
COUNTY)

Personally came before me on December, 2019,

the above-named **Robert W. Stadel and Robert L. Buckingham**

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My commission (~~is permanent~~) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

*Type name below signatures.

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Document #: 2166431
 Date: 07-26-2019 Time: 02:30 PM
 Pages: 7 Fee: \$30.00
 County: OUTAGAMIE COUNTY State: WI

Greg A. Van Camp

SARAH R VAN CAMP, REGISTER OF DEEDS
 Returned to: MACH IV ENGINEERING & SURVEYING LLC



COUNTY HIGHWAY DEPARTMENT
 NOTE (CTH GV):
 A NEW ACCESS POINT ON THIS PARCEL
 IS NOT ALLOWED, AS IT WOULD NOT
 MEET THE SPACING REQUIREMENT.
 THE MAXIMUM NUMBER OF ACCESS
 POINTS HAS BEEN MET IN THIS AREA
 PER THE ORDINANCE.

17

OWNER INFORMATION

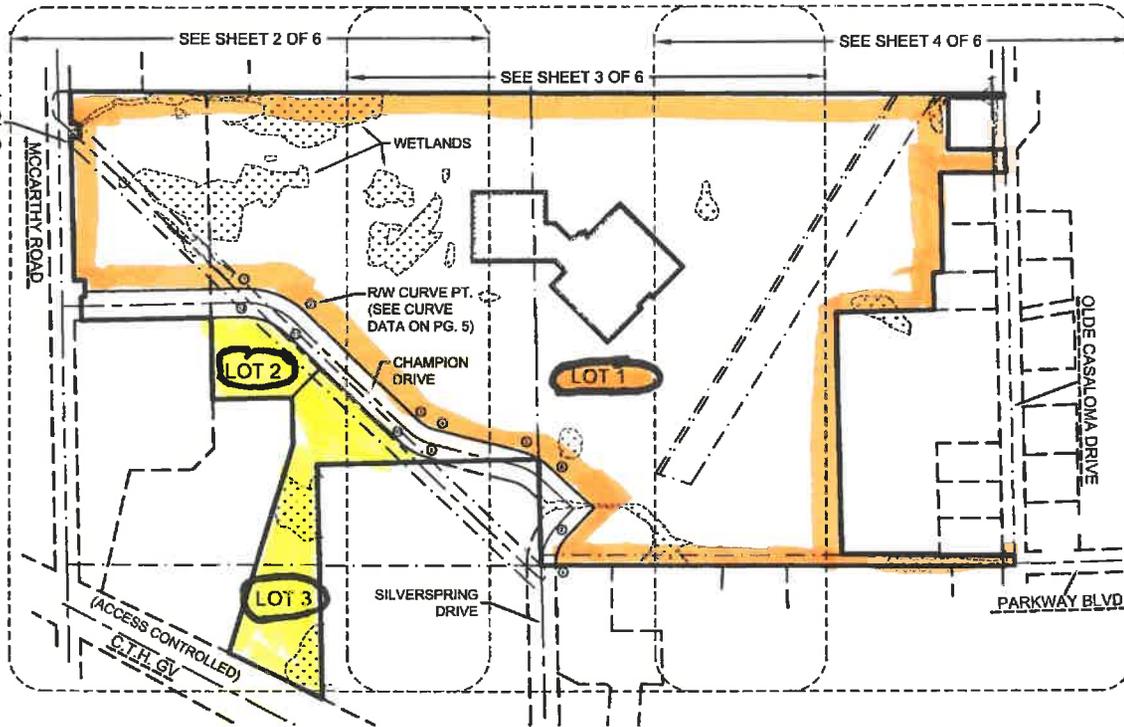
- THE CURRENT OWNER OF RECORD IS THE COMMUNITY DEVELOPMENT AUTHORITY OF THE TOWN OF GRAND CHUTE.
- THE TAX PARCEL NUMBER IS 101083000.
- THE CURRENT DEED ON RECORD IS DOC. #2140855.

CERTIFIED SURVEY MAP 7771

PART OF LOT 1 OF MAP #7553 (DOCUMENT #2135876), OUTAGAMIE COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 19, T21N-R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

NORTH IS REFERENCED TO EAST LINE OF THE NORTHEAST 1/4 OF SECTION 19, T21N-R17E, RECORDED TO BEAR N01°04'19"W.

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



SHEET: 1 OF 7
 PROJECT NO. 1374-10-18
 DRAWING NO. 1474

SCALE:
 1"=400'

CLIENT: COMMUNITY DEVELOPMENT AUTHORITY
 OF THE TOWN OF GRAND CHUTE
 DRAFTED BY: RJO
 TAX PARCEL NO.: 101083000





AGENDA REQUEST
12/3/2019

TOPIC: Accept Vacant Land Offer to Purchase from TJP Real Estate Investments, LLC, for the purchase of Lot 2 Certified Survey Map No. 7771, at the price of \$72,000.00.

<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: Accept Offer to Purchase.

BACKGROUND/ANALYSIS: Purchaser is buying the real estate and business at Appleton Camping Center, 2100 N. McCarthy Road. Lot 2 is located directly to the east on the south side of Champion Drive (see map attached). Purchase of Lot 2 will allow for the expansion of the business. This is a 1.27 acre vacant parcel of land. There are overhead high voltage electric transmission lines and related easements crossing over a portion of the property. The intended use for recreational vehicle display is compatible with any restrictions that the overhead lines impose. The purchase amount of \$72,000.00 meets what the Town was asking, and the sale for expansion of the adjoining business is a favorable outcome.

Proceeds from this sale will be a General Fund revenue. Future assessed value increases on the property will generate new tax increment for TID No. 4.

RECOMMENDATION: Staff recommends that the Town Board accept the Vacant Land Offer to Purchase from TJP Real Estate Investments, LLC, for the purchase of Lot 2 Certified Survey Map No. 7771, at the price of \$72,000.00.

FISCAL IMPACT: BUDGET

General Fund revenue.

ATTACHMENTS: (1) Vacant Land Offer To Purchase; (2) Map.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **Attorney DRAFTING THIS OFFER ON** _____ [DATE] **IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, **TJP Real Estate Investments, LLC**

3 offers to purchase the Property known as [Street Address] **Lot 2, CSM #7771**

4 _____ in the **Town** _____ of **Grand Chute** _____, County of **Outagamie**

5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE: Seventy Two Thousand**

7 _____ Dollars (\$ **72,000.00**)

8 ■ **EARNEST MONEY** of \$ **1,000.00** _____ accompanies this Offer and earnest money of \$ **n/a**

9 will be paid within **n/a** _____ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: **None**

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** **n/a**

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. **CAUTION:** Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned _____

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**

22 **whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.**

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before **December 3, 2019** . **CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.**

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): **Robert L. Buckingham, copy to Attorney Charles D. Koehler**

31 Seller's delivery address: **robert.buckingham@grandchute.net ckoehler@herrlingclark.com**

32 Buyer's recipient for delivery (optional): **Attorney Rob Charles**

33 Buyer's delivery address: **rmc@lcojlaw.com**

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (_____) _____

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are **None**

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or **Grand Chute Town Hall**

44 _____ no later than **January 10** _____, **2020** unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and **n/a**

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

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (**n/a** _____)

50 _____). ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated **waived** _____ , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

58 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** Lot 2, CSM #7771 [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: **None**

136 _____ . If "Time is of the Essence"
137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.
172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Property is sold "as is" with all faults and defects, whether known
180 or unknown. Buyer is familiar with the Property and has had ample time to conduct due diligence investigations as
181 necessary for Buyer's purposes. There are overhead high voltage electric transmission lines and related
182 easements crossing this Property. These lines do not serve this Property. Seller expects the easements to be
183 shown in the title commitment for Buyer's review.

184 _____
185 **This Offer and Buyer's obligations hereunder are contingent upon Buyer purchasing the real estate located at 2100**
186 **North McCarthy Road, Appleton, WI pursuant to that certain Real Estate Purchase Agreement dated 10/4/19 between**
187 **Buyer and MLSM Holdings, LLC.**

188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____

194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

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

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

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

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

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

233 In Addition, the Parties may seek any other remedies available in law or equity.

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

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

242 **EARNEST MONEY**

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

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

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: Lot 2, CSM #7771 [page 5 of 5, WB-13]
269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 _____ This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) [STRIKE ONE] expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Sellers) [STRIKE ONE] expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Sellers) [STRIKE ONE] expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 _____ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.
304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at

305 Buyers expense, of the Property and _____
306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 11/26/19 [date] by [Licensee and Firm] **Charles D. Koehler & Robert M. Charles**

316 (X) Todd [Signature] 46-5622969 11/26/19
317 Buyer's Signature ▲ Print Name Here: ▶ **TJP Real Estate Investments, LLC** Social Security No. or FEIN ▲ Date ▲

318 (X) _____
319 Buyer's Signature ▲ Print Name Here: ▶ _____ Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

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

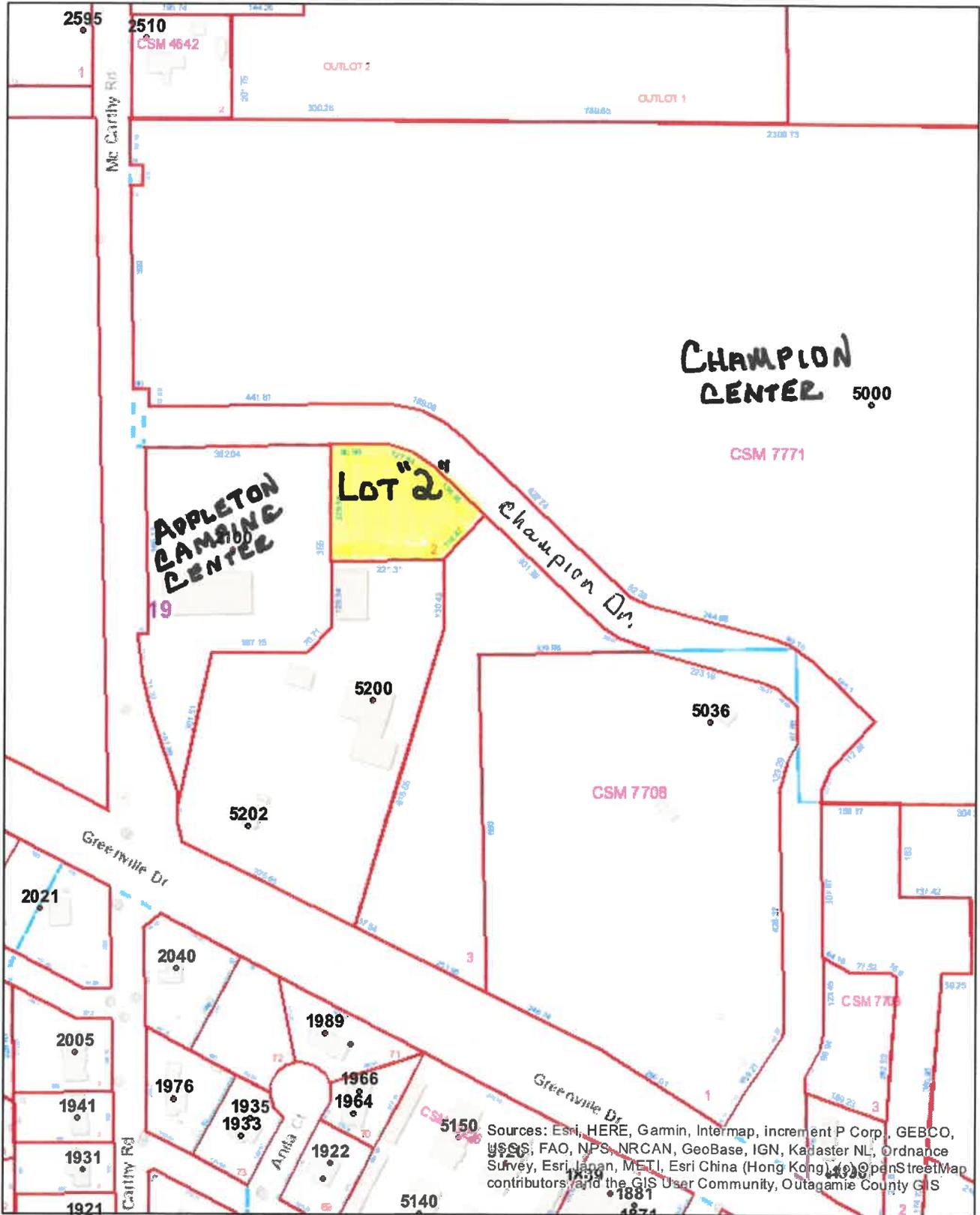
325 (X) _____
326 Seller's Signature ▲ Print Name Here: ▶ **Town of Grand Chute** Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: ▶ _____ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

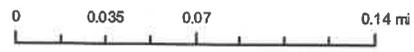
330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Town of Grand Chute Web Map



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, contributors and the GIS User Community, Outagamie County GIS

Disclaimer: The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.



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AGENDA REQUEST
12/2/2019

TOPIC: Public Safety Referendum

<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: Administration	Submitted By: Jim March 

ISSUE: Does the Town Board formally desire that staff investigate a 2020 fall referendum to enhance public safety?

BACKGROUND/ANALYSIS: A third fire station has been discussed since the late 1990's and once again at this last budget cycle. Staff feels that to build a third fire station and staff it appropriately would require a public referendum to seek permission to exceed levy limits. Staff has assembled an internal committee to begin further researching this matter. The Board asked at budget time that this item be brought forward for a formal vote by the Town Board before pursuing this matter. In addition, if approved the internal committee will review whether it makes sense to include any other public safety personnel as part of the referendum process.

RECOMMENDATION: If the Town Board wishes for staff to further pursue this process, we recommend a formal acknowledgement from the Town Board for staff to proceed is prudent.

FISCAL IMPACT: BUDGET

ATTACHMENTS: None



AGENDA REQUEST
12/3/2019

TOPIC: Preliminary Resolution TBR-21-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for street urbanization on Woodman Drive (Westhill Boulevard to Bluemound Drive).

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

ISSUE: Shall the Town Board approve Preliminary Resolution TBR-21-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for street urbanization on Woodman Drive (Westhill Boulevard to Bluemound Drive).

BACKGROUND/ANALYSIS: W. Woodman Drive from N. Westhill Boulevard to S. Bluemound Drive currently consists of 30 feet of asphalt pavement with minimal shoulders. It was last surfaced in 1993 and the pavement has a 2019 PASER rating of 4 (fair). The quarter-mile section of road is scheduled for urbanization in 2020. The approved typical section includes an urban cross section 35-feet from back-of-curb to back-of-curb with 5-foot side concrete sidewalk on both sides of the street and corridor lighting. The typical section allows for on-street bike lanes. Coordination has taken place with Valley Transit and a new bus shelter with a turnout/bus bay will be incorporated at the intersection with Bluemound Court. Storm sewer will be installed to accommodate the 10-year storm and will primarily be treated by the Town owned pond on the north side of Woodman Drive. A public information meeting was held July 24, 2018. The special assessment methodology was discussed and approved at the 11/19/2019 Town Board meeting and was based on 50% front footage and 50% trip generation for the street assessment and front footage for the storm sewer assessment. The parcels along Bluemound Court are included in the street assessment but not the storm sewer assessment.

RECOMMENDATION: Staff recommends to approve Preliminary Resolution TBR-21-2019, declaring intent to exercise special assessment powers under Chapter 66, Police Powers, Wis. Stats., 2017-18 as amended for street urbanization on Woodman Drive (Westhill Boulevard to Bluemound Drive).

FISCAL IMPACT: CIP
Construction costs will be developed and included as part of the 2020 CIP process. Expenses will be recorded in the CIP/SAN 3 fund and will be funded with future debt.

ATTACHMENTS:
Attachment No. 1 - TBR-21-2019 and exhibit

TOWN OF GRAND CHUTE
BOARD OF SUPERVISORS
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)
RESOLUTION 21 - SERIES OF 2019

WOODMAN DRIVE URBANIZATION
(Westhill Boulevard to Bluemound Drive)

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER CHAPTER 66, POLICE POWERS, WIS. STATS., 2017-18 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., 2017-18 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 Urbanization
 - II. Location of Improvement
Located in Section 29, 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

ASSESSMENT DESCRIPTION

Woodman Preliminary Resolution

McM. No. G0006-9-18-00499.10

All of Parcels 1, 2, 3, and 4 of Certified Survey Map 277, part of Lots 1 and 2 of Certified Survey Map 652, Lot 1 of Certified Survey Map 1598, Lot 1 and Outlot 1 of Certified Survey Map 6202, part of Lots 1 and 2 of Westhill East (Plat) and a part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Commencing at the East $\frac{1}{4}$ corner of said Section 29,

Thence South 139.74 feet to the extended South lot line of said Parcel 1 Certified Survey Map 277;

Thence West 33 feet to the Southeast corner of said parcel 1 and the Point of Beginning;

Thence West 254 feet along the South line of said Parcel 1;

Thence South 369.10 feet along an East line and its northerly extension of Parcel 1 and the east line of Parcel 2 of CSM 277 to the Southeast corner of Tax Parcel 101122002;

Thence West 231.35 feet along the South line of said Tax Parcel to the Southwest corner thereof;

Thence South 156.77 along the East line of Parcel 3 CSM 277 to the Southeast corner thereof;

Thence West 266.97 feet along the South line of said Parcel 3 to the Southwest corner thereof;

Thence North 422.61 feet along the West line of Parcels 3 and 4 of CSM 277 to the Southeast corner of Tax Parcel 101122104;

Thence West 488.17 feet along the south line of said tax parcel to the East right-of-way line of N. Westhill Boulevard;

Thence North 416 feet more or less to the North line of the South 13.72 feet of Lot 2 Westhill East (Plat) being the Northwest corner Tax Parcel 102326500;

Thence East 285.30 feet along said North line to the East line of Westhill East (Plat);

Thence North 296.32 feet more or less to the Northwest corner of Lot 1 Certified Survey Map 1598;

Thence East 947.27 feet along the North line of Lot 1 Certified Survey Map 1598, Outlot 1 and Lot 1 Certified Survey Map 6202 to the West line of N. Bluemound Drive;

Thence South 417.04 feet along said West line to a vision corner of Lot 1 Certified Survey Map 6202;

Thence South 118 feet more or less to the Northeast corner of Tax parcel 10121903;

Thence South 72.73 feet along the East line of N. Bluemound Drive to the Point of Beginning.

TOWN OF GRAND CHUTE
BOARD OF SUPERVISORS
(OUTAGAMIE COUNTY, STATE OF WISCONSIN)

RESOLUTION 22 - SERIES OF 2019

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$16,835,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019A

WHEREAS, the Town of Grand Chute, Outagamie County, Wisconsin (the "Town") is presently in need of an amount of approximately \$16,835,000 for public purposes, including paying the cost of street and road improvements, park improvements, water system improvements and extensions, storm water system improvements and extensions, and the acquisition and installation of equipment; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town that:

Section 1. The Notes. The Town shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2019A" (the "Notes") in an amount of approximately \$16,835,000 for the purposes above specified.

Section 2. Sale of Notes. The Town Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Town Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Town Clerk (in consultation with the Town's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Town Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Town Clerk may determine.

Section 4. Official Statement. The Town Clerk shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate Town officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded December 3, 2019.

TOWN OF GRAND CHUTE

By: David A. Schowalter
Town Chairperson

By: Angie Cian
Town Clerk

(SEAL)

QB\60580641.1



AGENDA REQUEST
December 03, 2019

TOPIC: Adoption of Ordinance Prohibiting Filing of False Police Misconduct Complaints

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Ordinance/Resolution	Meeting: Town Board
Department Reporting: Police Department	Submitted By: Greg Peterson

ISSUE:

Shall the Town Board adopt an ordinance prohibiting the filing of false complaints of police misconduct?

BACKGROUND/ANALYSIS:

Section 66.0511, Wisconsin Statutes, requires each law enforcement agency in the state to prepare, and make available for public scrutiny, a written procedure for processing and resolving complaints regarding the conduct of law enforcement officers employed by the agency. Part of that written procedure must include “conspicuous notification” of the prohibition and penalty for filing a false complaint of police misconduct, which is itself a violation under §946.66, Wis. Stats.

The Grand Chute Police Department has experienced the filing of false complaints of police misconduct deserving of a response under §946.66. That response, as outlined in the statute, entails imposing a Class A forfeiture on the offender. The challenge we have faced, however, is that such an action must be pursued by the District Attorney, since the offense constitutes a violation of state statute. In light of the volume of far more serious cases deserving the District Attorney’s attention, action on a Class A forfeiture understandably becomes a much lower priority. One way to overcome that challenge would be to adopt, by reference, §946.66, Wis. Stats. as part of the Town of Grand Chute Municipal Code and treat the violation as a municipal offense, rather than a state forfeiture.

Section 415-2 of the Municipal Code is entitled “Offenses against state laws subject to forfeiture.” In this section, numerous state statutes are merely adopted by reference. The offenses that have been adopted are those that can be defined as offenses against the peace and good order of the Town. One of those offenses is §946.65, Wis. Stats., which entails obstructing justice by providing false information to an officer of the court. Given the parallels between §946.65 and §946.66, that both involve intentionally providing false information with the intent to influence the outcome of an official action, we believe §946.66, Wis. Stats., False Complaints of Police Misconduct, would also qualify as an offense against the peace and good order of the Town and would, therefore, be deserving of adoption under Section 415-2 of the Municipal Code. Such an action by the Town Board would enable the department to proceed against a violator through the issuance of a municipal summons, rather than referral of a Class A forfeiture action to the District Attorney.

RECOMMENDATION:

Our recommendation is for the Board to adopt, by reference, §946.66, Wis. Stats., thereby amending Section 415-2 of the Municipal Code, and establish a forfeiture amount of \$287.80 for such violation. This recommendation has been reviewed by Attorney Koehler and the proposed forfeiture amount has been reviewed by Judge Klasen.

FISCAL IMPACT: N/A

ATTACHMENTS:

Draft of Ordinance 12, Series of 2019, amending Section 415-2 of the Grand Chute Municipal Code.

TOWN OF GRAND CHUTE

ORDINANCE 12, SERIES OF 2019

AN ORDINANCE AMENDING CHAPTER 415, SECTION 415-2, OF THE CODE OF GENERAL ORDINANCES FOR THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, WHICH ADOPTS OFFENSES AGAINST STATE LAW SUBJECT TO FORFEITURE

WHEREAS, Chapter 415 of the Grand Chute Municipal Code is created to ensure general public safety and maintenance of public order; and,

WHEREAS, Chapter 415, Section 415-2, of the Grand Chute Municipal Code, identifies various state statutes establishing offenses against the peace and good order of the state that are adopted by reference to define offenses against the peace and good order of the Town.

WHEREAS, filing false complaints of police misconduct, as prohibited by § 946.66, Wis. Stats., is classified in Chapter 946 as a crime affecting the administration of government and, therefore, contrary to general public safety and maintenance of public order; and,

WHEREAS, Chapter 415, Section 415-2, of the Grand Chute Municipal Code has yet to adopt § 946.66, Wis. Stats., and currently has no specific prohibition against filing false complaints of police misconduct;

NOW THEREFORE BE IT ORDAINED by the Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin, that § 946.66, Wis. Stats., regarding false complaints of police misconduct, exclusive of the penalty, is adopted by reference. Furthermore, Chapter 415, Section 415-2, of the Grand Chute Municipal Code is hereby amended to add § 946.66, Wis. Stats., and the Uniform Forfeiture and Bond Schedule is hereby amended to reflect the commensurate penalty, each as follows:

Section 415-2 OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE.

- A. No person shall commit the following offenses in the Town of Grand Chute (herein noted as Town of Grand Chute ordinance violations) that are hereby adopted by reference in this chapter. These statutes defining offenses against the peace and good order of the state are adopted by reference to define offenses against the peace and good order of the Town. Prosecutions of such offenses under this chapter shall be as provided in §§ 60.23 and 66.0107, Wis. Stats., and the below-noted sections, but the penalties for violations of these sections shall be limited as noted in Subsection B of this section.

946.66

Filing False Complaints of Police Misconduct

END OF AMENDMENT

ADOPTION OF FORFEITURE (for inclusion in the Uniform Forfeiture and Bond Schedule)

Penalty for Sec. 415-2 adopting § 946.66 - \$287.80

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

VOTED FOR: _____

VOTED AGAINST: _____

David Schowalter, Town Chairman

New Language in bold

Karen L. Weinschrott, Town Clerk

Approved as to Form

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