



MEETING	DATE	TIME	LOCATION
Town Board	Tuesday, October 6, 2020	Immediately following Sanitary District	VIRTUAL MEETING 1900 W. Grand Chute Blvd.

****VIRTUAL MEETING PARTICIPATION OPTIONS****

Note: Stay connected from Sanitary District Meeting for the Town Board Meeting

Web Access:

<https://grandchute.my.webex.com/grandchute.my/j.php?MTID=ma00f1d95576889fa02fc616d0358ea69>

Access Code: 126 909 3174

Meeting Password: 1900

Telephone Access:

Dial: (408) 418-9388

Access Code: 126 909 3174

Meeting Password: 1900

- A. CALL TO ORDER/ROLL CALL
- B. APPROVAL OF AGENDA/ORDER OF THE DAY
- C. PUBLIC INPUT **No public comment** will be permitted at this meeting out of a concern for fairness and safety as many attendees will be attending remotely without any meaningful ability to participate.
- D. CONSENT AGENDA
 Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)
 - 1. Approval of regular meeting minutes from September 15, 2020
 - 2. Licensing: (*applications on file in the clerk's office*)(*License Committee recommends approval*)
 - a. Approval of operator licenses applications to expire: 2022 dated 9/3/2020, 9/10/2020, 9/17/20, and 9/24/20.
- E. FINANCIAL REPORTS
 - 1. Approval of Voucher List – October 6, 2020
- F. NEW BUSINESS
 - 1. Appointment of John Weber to the Community Development Authority, filling the unexpired term of Robert Stadel (term expiring May 2022).
 - 2. Approve the Professional Services Agreement with McMahon Associates for corrective measures to bridges on the White Hawk Meadows trail in the amount of \$19,300.
 - 3. Approval of proposal with McMahon Associates, Inc. for a Transportation & Drainage Systems Engineering Study in the amount of \$72,500.
- G. 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.

VIRTUAL TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – SEPTEMBER 15, 2020

CALL TO ORDER/ROLL CALL

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

PRESENT: Dave Schowalter, Brad Gehring, Jeff Ings, Jeff Nooyen, Travis Thyssen, 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; Katie Schwartz, Director of Public Works; Julie Wahlen, Finance Director; Mike Patza, Town Planner; Karen Heyrman, Deputy Director of Public Works; Atty. Rossmeissl, Herrling Clark Law Offices; and Nick Vande Hey, McMahon

OTHERS: 1 in attendance (virtual)

APPROVAL OF AGENDA/ORDER OF THE DAY

Motion (Ings/Gehring) to approve the agenda. Motion carried.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve regular meeting minutes – September 1, 2020

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

Operator Licenses:

Approval of operator licenses applications to expire: 2022 dated 8/27/2020 and 9/3/2020

Operator Licenses recommended for denial: Struck

Liquor License:

Change of agent for Fox Valley Technical College appoints Trenton Sorensen.

Special Event Permits:

Appleton Baseball Club, 2400 N. Casaloma Drive (Timber Rattlers Stadium), for wedding fireworks on December 19, 2020. CONDITIONS: 1) No fireworks may begin after 10:00 p.m., and 2) Display must comply with NFPA 1123 standards.

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

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

FINANCIAL REPORTS

Approval of Voucher List – September 15, 2020

\$1,502,180.25 (95833-95872); Payroll \$312,353.62; ACH \$221,580.14

Accept Monthly Budget Statement – August 2020

Motion (Nooyen/Gehring) to approve the voucher list and accept the monthly budget statement. Motion carried.

NEW BUSINESS

Plan Commission Recommendations:

CUP-06-20 Conditional Use Permit requested by Nathan and Laurie Abbott, 4286 N. Bountiful Lane, to allow grading and filling associated with the construction of a single-family home. PC recommends approval.

Motion (Thyssen/Nooyen) to approve.

Supv. Ings questioned what the change of grade will be on this CUP.

Planner Patza explained that this original Conditional Use Permit was approved in 2015. Some lots were left sitting and now they are being developed so they are renewing the Conditional Use Permit. They are not impacting the flood plain or the sensitive areas.

Supv. Ings wanted to make sure that this was going to be looked at in the overall flooding issues plan.

Supv. Thyssen explained that the Town does have in place the identification of the shoreland districts and navigable streams. It is identified strongly on the Town level as well as the County level so they take that in mind when getting permits.

Motion carried.

SE-12-20 Special Exception requested by OMNNI Associates, a Westwood Company, 1 N. Systems Drive, for expansion and operation of a soil testing laboratory. PC recommends approval.

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

SE-13-20 Special Exception requested by Grant W. and Michelle L. Maiman, 863 E. Broadway Drive, to allow construction of a detached garage greater than 1,000 square feet in size. PC recommends approval.

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

CSM-12-20 requested by Grant W. and Michelle L. Maiman, 863 E. Broadway Drive, for approval of a lot consolidation CSM with roadway dedication. PC recommends approval.

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

CSM-10-20 requested by Larry/Joyce Loos Revocable Living Trust and Andrew J. & Gina M. Griesbach, 4700 & 4720 N. Mayflower Drive, for approval of a lot consolidation CSM with roadway dedication. PC recommends approval.

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

SE-15-20 Special Exception requested by Bergstrom Properties Inc., 2920 N. Victory Lane, for operation of an automobile service and auto body repair business. Planner Patza to report results from 9/15/20 PC meeting.

Planner Patza stated Plan Commission recommended approval. Motion carried.

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

Appointment of Cheryl Ulrich to the Plan Commission, filling the unexpired term of Robert Stadel (term expiring April 2023).

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

Approve Change Order #8 for N. McCarthy Road Reconstruction Contract 2019-05C increasing the amount \$37,230.09.

Motion (Thyssen/Gehring) to approve.

Supv. Thyssen stated that he appreciated staff efforts on the explanation of the change orders.

Supv. Ings questioned the total project amount and the contingency.

Supv. Nooyen asked if they could have a running total of the change orders so they know where they are at with the total and the contingency.

Deputy Dir. Heyrman said she would provide that information in the future.

Motion carried.

Supv. Ings read a complaint regarding the level of noise coming from the Timber Rattlers parking lot from a Special Event concert that was held on September 13th.

The Chairman explained that he had received that complaint and the Special Event Committee made a note of it and was going to discuss this regarding any future concert being held in their parking lot.

ADJOURNMENT

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

Meeting adjourned at 6:54 p.m.

These minutes were taken at a regular meeting held on September 15, 2020 and entered in this record book, September 17, 2020 by:

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 2022). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

- Anderson, Russell H
- Brinkman, Alexandria W.R.
- Gibbons, Pamela A *standing*
- Jaeger, Ryan N
- Miller, Tabetha R

Capt Jaeger
Captl Jaeger or Chief Peterson

Date: 9/28/2020

RENEWAL

Approve Deny

- Nytsch, Kristina M
- Siebert, Song S
- Van Asten, Nicole M

Capt Jaeger
Capt: Jaeger or Chief Peterson

Date: 9/28/2020

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2022). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

- Barthel, Susan R
- Devkota, Dipa *pending*
- Schmidt, Kathryn M
- Stephan, Alycia C
- Torres, Taina P *pending*

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 9/28/2020

RENEWAL

Approve Deny

- Bush, Randi E
- Mikulski, Tracy M
- Schrader, Lillian B

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 9/28/2020

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2022). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

Arfstrom, Brennan J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fritz, Randi R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gee, Miranda J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hall, Ayden C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jarvis, Brendan M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Krueger, Andrew S	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rios Munoz, Ismael	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 9/30/2020

RENEWAL

Approve Deny

Keddell, Heather A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kramer, Toni C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lindlbauer, Brigitte A	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger
Capt. Jaeger or Chief Peterson

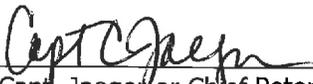
Date: 9/30/2020

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2022). Amended applications where background check already complete and now resubmitted

NEW

Approve Deny

Gumbert, Damon S	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Miller, Corene L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schipper, Jennifer V	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schumacher, Thomas L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shown, Wesley R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traynor, Reilly J	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Capt. Jaeger or Chief Peterson

Date: 9/30/2020

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95927	09/24/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS FIRE STATIONS	10-13-52200-220	3,832.60
95927	09/24/2020	WE ENERGIES	0475-274-330-	GAS SVCS FOR TOWN HALL MAINTENANCE GARA	10-14-53311-220	27.67
95927	09/24/2020	WE ENERGIES	0475-274-330-	ELECTRIC SVCS FOR TRAFFIC LIGHTS/SIGNALS	10-14-53311-348	553.30
95927	09/24/2020	WE ENERGIES	0475-274-330-	ELECTRIC SVCS FOR STREET LIGHTS	10-14-53420-220	27,989.67
95927	09/24/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS FOR PARKS	10-16-55200-220	1,406.94
95927	09/24/2020	WE ENERGIES	0475-274-330-	ELECTRIC SVCS FOR PEDESTRIAN CROSSING	10-16-55400-220	42.85
95927	09/24/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS TOWN HALL BUILDING	10-18-51600-220	10,386.10
Total 95927:						44,239.13
Grand Totals:						1,297,018.23

Dave Schowalter, Chairman: _____

Jeff Nooyen, Supervisor: _____

Travis Thyssen, Supervisor: _____

Brad Gehring, Supervisor: _____

Jeff Ings, Supervisor: _____

Angie Cain, Clerk: _____

Julie M. Wahlen, Treasurer: _____

Check Issue Dates: 9/16/2020 - 10/6/2020

Sep 24, 2020 09:34AM

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95875	09/17/2020	JOHN FABICK TRACTOR COM	PIGB0007188	FREIGHT CHARGE FOR NON-STOCK PART	10-14-53313-350	12.25
95875	09/17/2020	JOHN FABICK TRACTOR COM	RIAP1583 034	RENTAL OF 36" AUGER BIT	10-16-56910-340	51.50
95875	09/17/2020	JOHN FABICK TRACTOR COM	SIGB0001944	DIAGNOSE/REPAIR STEERING CYLINDER	10-14-53313-350	223.60
Total 95875:						287.35
95876	09/17/2020	KWIK TRIP	091620	KWIK TRIP GAS	10-17-52100-344	231.05
95876	09/17/2020	KWIK TRIP	091620	KWIK TRIP GAS	10-13-52200-344	313.98
Total 95876:						545.03
95877	09/17/2020	OUTAGAMIE COUNTY CLERK	091520	G20003505 FRAUD	10-17-45221	8,188.00
Total 95877:						8,188.00
95880	10/06/2020	A & L DRYWALL	09082020	UTILITY BILL OVERPAYMENT	99-00-11101	1,213.07
Total 95880:						1,213.07
95881	10/06/2020	ABTEK OF WISCONSIN LLC	1873041	SERVER ROOM FIBER WORK	10-20-51460-295	1,085.43
Total 95881:						1,085.43
95882	10/06/2020	ACC AUTOMATED COMFORT	27311	ST.1 AHU SERVICE	10-13-52200-360	555.50
Total 95882:						555.50
95884	10/06/2020	APPLETON COURT REPORTE	091620	COURT REPORTER FOR BOR	10-18-51100-290	624.25
Total 95884:						624.25

Check Issue Dates: 9/16/2020 - 10/6/2020

Sep 24, 2020 09:34AM

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95885	10/06/2020	ASCENSION NE WI ST ELIZAB	083120	AUGUST OMMWI BLOOD DRAW	10-17-52100-341	39.39
Total 95885:						39.39
95886	10/06/2020	BELCHER, THOMAS	081020	REFUND FROM RETURN WITNESS FEE	10-15-45100	16.00
Total 95886:						16.00
95887	10/06/2020	CASCADE ENGINEERING	30507786	(84 EA) 64 & (387 EA) 96 GAL RECYCLING CARTS	10-14-53620-346	19,674.75
95887	10/06/2020	CASCADE ENGINEERING	30507786	(63 EA) 96 GAL RECYCLING CARTS	10-14-53635-346	2,678.25
Total 95887:						22,353.00
95888	10/06/2020	CRAIG D. CHILDS PHD SC	2702	NEW HIRE EVALUATIONS	10-13-52200-210	1,000.00
Total 95888:						1,000.00
95889	10/06/2020	CREDIT MANAGEMENT CONT	091420	CYPRESS HOMES INVOICE COLLECTION AGENCY	10-19-51910-391	148.67
Total 95889:						148.67
95890	10/06/2020	DAVEL ENGINEERING & ENVI	3177683	WETLAND DELINEATION-STARVIEW DRIVE	10-09-56900-211	1,200.00
Total 95890:						1,200.00
95891	10/06/2020	ECS MIDWEST, LLC	832709	CONSTRUCTION MATERIALS TESTING SVCS	55-14-57331-000	378.23
95891	10/06/2020	ECS MIDWEST, LLC	832713	CONSTRUCTION MATERIALS TESTING SVCS	10-14-53311-290	448.82
95891	10/06/2020	ECS MIDWEST, LLC	832713	CONSTRUCTION MATERIALS TESTING SVCS	10-16-55200-360	148.20
95891	10/06/2020	ECS MIDWEST, LLC	832713	CONSTRUCTION MATERIALS TESTING SVCS	10-16-55400-340	238.80
95891	10/06/2020	ECS MIDWEST, LLC	832715	CONSTRUCTION MATERIALS TESTING SVCS	46-09-57331-000	697.10
95891	10/06/2020	ECS MIDWEST, LLC	832717	CONSTRUCTION MATERIALS TESTING SVCS	55-14-57331-000	1,094.76

Check Issue Dates: 9/16/2020 - 10/6/2020

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Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95891	10/06/2020	ECS MIDWEST, LLC	832717	CONSTRUCTION MATERIALS TESTING SVCS	55-14-57331-000	301.88
95891	10/06/2020	ECS MIDWEST, LLC	832717	CONSTRUCTION MATERIALS TESTING SVCS	55-14-57333-000	289.90
Total 95891:						3,597.69
95892	10/06/2020	FAITH TECHNOLOGIES INC	723194	SIREN SERVICE	10-13-52200-210	1,223.46
Total 95892:						1,223.46
95893	10/06/2020	FAITH TECHNOLOGIES, INC	61273	HRS FOR DATA, ACCESS, & POWER CABLES	10-20-51460-295	17,500.00
Total 95893:						17,500.00
95894	10/06/2020	FIRE APPARATUS & EQUIPME	21417	2651 TAILPIPE	10-13-52200-350	441.28
Total 95894:						441.28
95896	10/06/2020	GARROW OIL CORP	904652	4,496 GALLONS CONVENTIONAL UNLEADED FUEL	10-14-53311-344	7,529.18
95896	10/06/2020	GARROW OIL CORP	904652	2,100 GALLONS #2 CLEAR DIESEL FUEL	10-14-53311-344	3,160.79
Total 95896:						10,689.97
95897	10/06/2020	GRAND CHUTE P.D. PETTY CA	091720	USPS-CRIME LAB	10-17-52110-311	24.40
95897	10/06/2020	GRAND CHUTE P.D. PETTY CA	091720	PHOTOS-7724	10-17-52100-390	37.89
95897	10/06/2020	GRAND CHUTE P.D. PETTY CA	091720	CROSSING GUARD LUNCH	10-17-52110-390	32.15
95897	10/06/2020	GRAND CHUTE P.D. PETTY CA	091720	PLANT-TOWN HALL LOBBY	10-17-52110-390	79.99
95897	10/06/2020	GRAND CHUTE P.D. PETTY CA	091720	BAGGIES-EVIDENCE	10-17-52120-327	37.85
Total 95897:						212.28
95898	10/06/2020	IMAGE TREND INC	124249	ANNUAL FEE	10-13-52200-295	3,100.00

Check Issue Dates: 9/16/2020 - 10/6/2020

Sep 24, 2020 09:34AM

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95898:						3,100.00
95899	10/06/2020	JOHNSON CONTROLS FIRE P	21840359	ANNUAL MONITORING FEE	10-13-52200-290	547.19
Total 95899:						547.19
95900	10/06/2020	JUST CALL ME LLC	100	LAWN CUTTING SVCS-WEED COMPLAINTS	10-14-53640-290	1,160.00
Total 95900:						1,160.00
95901	10/06/2020	KONECT	1033	WEBSITE WORK	10-20-51460-295	375.00
Total 95901:						375.00
95902	10/06/2020	MACH IV	7458	EVERGREEN BUS. PARK	46-09-56900-290	837.50
Total 95902:						837.50
95904	10/06/2020	MARCO INC NW7128	INV7949567	COPIER SUPPLIES	10-20-51460-310	210.45
Total 95904:						210.45
95905	10/06/2020	MARCO, INC	27827330	COPIER SYSTEM STANDARD PAYMENT	10-20-51460-295	3,207.75
95905	10/06/2020	MARCO, INC	7976874	MONTHLY PLOTTER BILL	10-09-56900-295	30.40
95905	10/06/2020	MARCO, INC	7976874	MONTHLY PLOTTER BILL	10-13-52200-295	10.14
95905	10/06/2020	MARCO, INC	7976874	MONTHLY PLOTTER BILL	10-14-53311-295	10.13
95905	10/06/2020	MARCO, INC	7976874	MONTHLY PLOTTER BILL	10-16-55200-295	10.13
Total 95905:						3,268.55

Check Issue Dates: 9/16/2020 - 10/6/2020

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Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95906	10/06/2020	MCC INC	243378	15.8 TONS DENSE CRUSHER RUN	10-16-55200-340	110.60
95906	10/06/2020	MCC INC	246040	15.18 TONS 3/4" CLEAN STONE	10-14-53311-340	122.96
Total 95906:						233.56
95907	10/06/2020	MCPMAHON	0919700	PLAT REVIEWS	10-09-56900-210	138.00
95907	10/06/2020	MCPMAHON	0919701	DESIGN SVCS CASALOMA DR SOUTH END URBAN	55-14-57331-000	7,603.53
95907	10/06/2020	MCPMAHON	0919702R	CONST ADMIN/ONSITE REP EVERGREEN DR(GILL	46-09-57725-000	24,358.85
95907	10/06/2020	MCPMAHON	0919703	CONSTR ADMIN/ONSITE REP ELSNER RD URBANI	55-14-57331-000	3,298.35
95907	10/06/2020	MCPMAHON	0919715	CONSTR ADMIN/ONSITE REP WOODMAN DR URB	55-14-57331-000	13,761.55
95907	10/06/2020	MCPMAHON	0919772	DRAINAGE FACILITIES CHECK	10-11-52400-210	342.70
95907	10/06/2020	MCPMAHON	0919773	DRAINAGE FACILITIES CHECK	10-11-52400-210	294.20
95907	10/06/2020	MCPMAHON	0919774	DRAINAGE FACILITIES CHECK	10-11-52400-210	1,573.20
95907	10/06/2020	MCPMAHON	0919775	PLAN PREP WISCONSIN AVE SIDEWALK	47-09-57331-000	338.10
95907	10/06/2020	MCPMAHON	0919777	DRAINAGE FACILITIES CHECK	10-11-52400-210	7,247.70
Total 95907:						58,956.18
95908	10/06/2020	MOSS AND ASSOCIATES LLC	303	NPPR/PARCEL ACQUISITION/WOODMAN DR URBA	55-14-57331-000	3,425.00
Total 95908:						3,425.00
95909	10/06/2020	OUTAGAMIE COUNTY TREAS	14625	LANDFILL FEES FOR WASTE FROM PARK	55-16-57620-000	12.18
95909	10/06/2020	OUTAGAMIE COUNTY TREAS	14625	LANDFILL FEES RESIDENTIAL WASTE	10-14-53620-290	16,332.96
95909	10/06/2020	OUTAGAMIE COUNTY TREAS	202000000233	RECORDING FEES FOR BURAN WAY EXTENSION	55-14-57331-000	30.00
Total 95909:						16,375.14
95910	10/06/2020	PDQ APPLETON	10853	SQUAD CAR WASH -CSO VAN	10-17-52100-350	24.49

Check Issue Dates: 9/16/2020 - 10/6/2020

Sep 24, 2020 09:34AM

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95910:						24.49
95911	10/06/2020	PIEL LAW OFFICE	090920	OVERPAYMENT OF INV #8180	10-19-48110	9.20
Total 95911:						9.20
95915	10/06/2020	STEVENS, PATRICIA	092120-PRKR	PARK KEY SECURITY DEP REF-TCP RM B 11/27/20	10-00-23003	200.00
95915	10/06/2020	STEVENS, PATRICIA	092120-PRKR	SALES TAX REFUND	10-00-24310	7.00
95915	10/06/2020	STEVENS, PATRICIA	092120-PRKR	PARK RENTAL REFUND TCP RM B 11/27/20 COVID-	10-16-46720	140.00
Total 95915:						347.00
95916	10/06/2020	TYLER TECHNOLOGIES INC	060-11647	ANNUAL ASSMT SVCS 2020	10-10-51502-290	9,143.86
95916	10/06/2020	TYLER TECHNOLOGIES INC	060-11648	REVALUATION 2020	10-10-51502-290	25,183.15
Total 95916:						34,327.01
95918	10/06/2020	WISCONSIN CENTRAL LIMITE	91533819	RECONSTRUCT/WIDEN N MCCARTHY RD RR CRO	55-14-57331-000	27,840.18
Total 95918:						27,840.18
95919	10/06/2020	WITTHUHN PRINTING CO. INC	2140	LABELS FOR AB ENVELOPES	10-12-51440-320	600.00
95919	10/06/2020	WITTHUHN PRINTING CO. INC	2145	PCR FORMS	24-13-52200-320	228.45
Total 95919:						828.45
95920	10/06/2020	WOODMANS	0810201	RESTITUTION KULHANEK 5G80122XXT	10-15-45100	4.99
Total 95920:						4.99

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95921	10/06/2020	WOODMANS	0810202	RESTITUTION FOR DARKOW 5G81DH97ZD	10-15-45100	29.07
Total 95921:						29.07
95922	09/24/2020	CIVIC PLUS	200734	REC1 SOFTWARE FEES-MAY 2020	10-00-23003	40.00-
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Total 95922:						1,517.30
95924	09/24/2020	MICHELS PIPELINE	2020-02-THR	PAY REQ 3-EVERGREEN DR TOWN LAKES AVE TO	55-14-57331-000	1,043.00
95924	09/24/2020	MICHELS PIPELINE	2020-02-THR	PAY REQ 3-EVERGREEN DR TOWN LAKES AVE TO	46-09-57331-000	641,140.20
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Total 95924:						857,451.02
95926	09/24/2020	VINTON CONSTRUCTION CO	2020-16-ONE	PAY REQ 1-HMA TRAIL CONSTRUCTION	55-16-57620-000	170,991.45
Total 95926:						170,991.45

Check Issue Dates: 9/11/2020 - 9/23/2020

Sep 24, 2020 06:32AM

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09/14/2020	THE HARTFORD GROUP	517501094544	FWRW LIFE INSURANCE	10-00-13001	95.24
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Total 200915003:					488.85
09/16/2020	DELTA DENTAL	395437	GROUP 1 DENTAL CLAIMS	11-18-59200-513	546.00
Total 200916001:					546.00
09/16/2020	PITNEY BOWES GLOBAL FINA	091620	POSTAGE	10-18-51400-311	1,000.00
Total 200916002:					1,000.00
09/17/2020	PITNEY BOWES GLOBAL FINA	091720	POSTAGE	10-18-51400-311	3,000.00
Total 200917001:					3,000.00
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Total 200918001:					33.00
09/21/2020	CITY OF APPLETON	092120 30000	EAST SIDE UTILITY SEWER	64-04-82600-290	2,400.74
Total 200921001:					2,400.74
09/21/2020	GROUP INSURANCE ETFPAY	092120	OCT 2020 HEALTH INS	10-00-21531	157,917.74

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Total 200921002:					157,917.74
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Total 200923001:					216.00
09/23/2020	DELTA DENTAL	399395	GROUP 2 DENTAL CLAIMS & ADMINISTRATION	10-00-13001	1,456.20
Total 200923002:					1,456.20
09/23/2020	PITNEY BOWES GLOBAL FINA	092320	POSTAGE	10-18-51400-311	500.00
Total 200923003:					500.00
Grand Totals:					171,149.67

Angie Cain, Clerk:

Angie Cain

Dated:

9/24/2020

Check Issue Date	Check Number	Payee ID	Payee	Amount
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Grand Totals:

167

301,145.43-



AGENDA REQUEST
10/6/2020

TOPIC: Appointment of John Weber to the Community Development Authority, filling the unexpired term of Robert Stadel (term expiring May 2022).

<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: Appointment of John Weber to the Community Development Authority.

BACKGROUND/ANALYSIS: Bob Stadel has resigned from the Community Development Authority. We are recommending that John Weber be appointed to fill this unexpired term. Like Stadel, Weber also serves on the Plan Commission. Having a liaison serving both Commissions is a valued arrangement.

RECOMMENDATION: Appointment of John Weber to the Community Development Authority, filling the unexpired term of Robert Stadel (term expiring May 2022).

FISCAL IMPACT: N/A

ATTACHMENTS: N/A



AGENDA REQUEST
10/6/2020

TOPIC: Approve the Professional Services Agreement with McMahon Associates for corrective measures to bridges on the White Hawk Meadows trail in the amount of \$19,300.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Town Board
Department Reporting: Public Works	Submitted By: Karen M. Heyrman, P.E. <i>Kmh</i> Deputy Director of Public Works

ISSUE: The existing pedestrian bridges for the trail between Grand Chute Boulevard and Barley Way have seen settlement and deterioration, mainly evident in the approaches.

This trail and the pedestrian bridges were constructed in 2012 or 2013. Documentation with how the bridges were constructed is incomplete. Information gathering, site investigation and opinions of probable cost for corrective measures will be used in preparation for a repair project during the 2021 construction season.

BACKGROUND/ANALYSIS: Up to three opinions of probable cost of corrective measures will be provided. One will be the repair/replacement of the approaches to each side of each bridge. The second will be the wholesale replacement of the bridges with new structures. The third will be based on field verification from the survey. This will be completed in 2020 for a cost of \$4,000.

Based on the preferred alternative selected, McMahon will perform design, bidding, and construction phases (\$15,300) in 2021.

RECOMMENDATION: Staff recommends approval of the Professional Services Agreement with McMahon Associates for corrective measures to bridges on the White Hawk Meadows trail in the amount of \$19,300. The budget includes \$5,000 for work in 2020 and a \$65,300 CIP trail project in 2021.

FISCAL IMPACT: BUDGET, CIP

ATTACHMENTS: McMahon Associates Professional Services Agreement dated October 1, 2020.

Karen Heyrman, P.E.
Deputy DPW
Town of Grand Chute
1900 W. Grand Chute Blvd.
Grand Chute, WI 54913-9613

Date: October 1, 2020

McM. No. M0032-9-20-00001.02/10

PROJECT DESCRIPTION:

At the White Hawk Meadows subdivision in the Town of Grand Chute, WI, a pedestrian trail extends between Grand Chute Boulevard and Barley Way. Along the north end of the trail, two wood-framed pedestrian bridges span across low-lying and wetland regions, supported by wood poles driven into the ground. These bridges and their approaches show signs of settlement or deterioration and have been periodically repaired.

McMahon Associates, Inc. (McMAHON) has been requested to provide our professional opinion regarding the condition of the existing wood bridges, and general recommendations for corrective measures that the Town of Grand Chute may pursue. It is our understanding that the existing trail and pedestrian bridges were constructed in 2012 or 2013. Further, we are unaware of complete record drawings for the bridges, nor subsurface investigations for the soil conditions below the bridges. After the Town selects a pedestrian bridge option, provide engineer design, bidding and construction services, as needed.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Professional Engineering Services for this project:

Evaluation:

- Consult with the Town to define the project requirements or goals.
- Conduct topographic survey of two wood bridges and approaches.
- Conduct review of trail accessibility, including ADA requirements with the current site grades.
- Conduct review of wood bridge framing and approach ramps.
- Provide an Opinion of Probable Cost for corrective measures for up to three options for the bridge structures and approaches.
- Provide technical memorandum summarizing McMAHON's professional opinions.

Engineering Design:

- Contact Geotechnical Engineering firms to conduct soil borings to aid in the structural design of the bridge foundation. Coordinate the location of borings with successful Geotechnical Engineering firm. Town to contract directly with Geotechnical Engineering firm.
- Provide a structural foundation design for selected pedestrian bridge using geotechnical information.
- Prepare an erosion control and site plan for the proposed pedestrian bridge.
- Prepare a construction plan set for proposed pedestrian bridge including:
 - Existing Site / Demolition Plan
 - Bridge Site Plan
 - Grading & Erosion Control Plan
 - Bridge Detail Sheets
 - Foundation Details / Outline Specifications
 - Miscellaneous Details
 - Erosion Control Details
- Meet with Town staff, when necessary, to review and discuss the engineering design and project.

- Provide an opinion of probable cost.
- Prepare and submit a General Permit (GP) application and supporting documentation to WDNR.

Bidding:

- Prepare special provisions for incorporation into specifications manual.
- Prepare final specifications manual and bidding documents.
- Advertise the project in accordance with State Statutes.
- Provide copies of bidding documents to prospective bidders using Quest website.
- Respond to bidder questions.
- Prepare and issue addenda, as necessary.
- Attend bid opening, analyze bids received and prepare bid tabulation.
- Prepare recommendation of award of contract.
- Prepare and distribute contract documents for signature.

Construction:

- Schedule and attend pre-construction conference.
- Review technical submittals & shop drawings from contractor.
- Provide construction staking for the proposed bridge, including staking for construction of the bridge structural footings / foundations.
- Prepare cut sheets for contractor.
- Conduct up to 3 site visits during the forming and pouring of bridge foundation and setting of bridge structure.
- Review change orders and make recommendations.
- Review payment applications and make recommendations for payment.
- Conduct final walk-thru and generate punch list(s).

Items Not Included in The Scope of Services:

The following items are not included in McMAHON Scope Of Services; and will only be provided if authorized by the Town of Grand Chute and agreed to by McMAHON:

- Review of pedestrian trail elements beyond the scope description above.
- Review of additional corrective measures and probable costs beyond the scope description above.
- Title/Easement searches, deed/easement maps and descriptions.
- Wetland delineations, floodplain Analysis / FEMA Submittals.
- Archaeological, historical and endangered/threatened species investigations or reports.
- Soil borings, slope stability, geotechnical, groundwater and environmental site investigations.
- Bridge superstructure design
- On-Site project representation during construction.
- Permit application fees, public notice fees and other review or approving agency fees.

SPECIAL TERMS: (Refer Also to General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Town of Grand Chute will provide the following:

- Existing construction plans of pedestrian trail and bridge structures, as available.
- Geotechnical report and investigation prepared by a geotechnical engineer, stating the below-grade soil conditions, allowable bearing pressures, and estimated settlements of structures. McMAHON can assist with preparing a geotechnical services RFQ if desired.

SPECIAL TERMS: (continued)

The Town of Grand Chute agrees that the Project Description, Statement Of Understanding, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit or Approval Fees)

McMAHON agrees to provide the Scope of Services and reimbursables described above for the following estimated time and expense fees:

- Evaluation: \$4,000
- Engineering Design: \$8,300
- Bidding: \$2,800
- Construction: \$4,200

COMPLETION SCHEDULE:

McMAHON will work with the Town of Grand Chute to establish a completion schedule. It is our understanding that a 2021 construction budget will be required to be submitted prior to the end of 2020.

ACCEPTANCE:

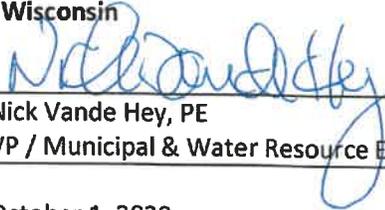
The General Terms & Conditions and The Scope of Services (Defined in The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized to Proceed with The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

TOWN OF GRAND CHUTE
Grand Chute, Wisconsin

By: _____
(Authorized Signature)
Title: _____
Date: _____

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: 
Nick Vande Hey, PE
Title: VP / Municipal & Water Resource Engineer
Date: October 1, 2020

Please Return One Copy For Our Records
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC.
GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage.....	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC. Effective: 01/02/2020

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

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AGENDA REQUEST
10/6/2020

TOPIC: Approval of proposal with McMahon Associates, Inc. for a Transportation & Drainage Systems Engineering Study in the amount of \$72,500.

<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 PW

ISSUE: The Town desires to conduct a Transportation & Drainage Systems Engineering Study to identify annual maintenance programs, capital improvement projects, costs, and financing options that will assist the Town with managing its streets and drainage conveyance systems in a state of good repair.

BACKGROUND/ANALYSIS: As you may recall, at the June 30, 2020 Special Town Board Meeting the current Policy For Special Assessments was discussed and a motion was made that directed staff to get a proposal for a "roadway/engineering/financial study."

The overall objectives of this project are as follows:

- Develop both a 5-year and 20-year infrastructure plan to identify the Town's most immediate needs as well as longer term needs for facility planning.
- Evaluate financing options for funding the Town's transportation system. This will keep in mind the need to ensure reliable and ongoing funding while maintaining fiscal discipline.

Note that this is not meant to be a detailed comprehensive study and will therefore not address every concern area, but it will assist the Town in making critical decisions on funding and sequence of construction projects in the future for the areas in need.

RECOMMENDATION: Staff recommends approval of the proposal with McMahon Associates, Inc. for a Transportation Systems Engineering Study in the amount of \$72,500.

FISCAL IMPACT: CIP
Proposal amount is \$72,500. Funds expended in 2020 would be taken out of GL contingency and SAN 3 fund transfers. The majority of the funds will be expended in 2021 and will be split evenly between 10-14-53311-210 and 63-03-82000-210.

ATTACHMENTS:
Attachment No. 1 - Proposal for professional engineering services from McMahon.

Proposal Agreement

For Professional Engineering Services

Transportation & Drainage Systems Engineering Study



Prepared For The

TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY | WISCONSIN

SEPTEMBER 29, 2020

McM. No. M0032-9-20-00002

NAV:

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE | NEENAH, WI 54956
Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

Proposal Agreement For Professional Engineering Services

Transportation & Drainage Systems Engineering Study



Prepared For The
TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY | WISCONSIN

SEPTEMBER 29, 2020
McM. No. M0032-9-20-00002

Table Of Contents

LETTER OF TRANSMITTAL
PROPOSAL FOR PROFESSIONAL SERVICES
Statement Of Understanding
Project Approach
Scope Of Services
Responsibilities Of The Town Of Grand Chute
Project Schedule
Compensation





September 29, 2020

Ms. Katie Schwartz, P.E. – Director of Public Works
Town of Grand Chute
1900 West Grand Chute Boulevard
Grand Chute, WI 54911

Re: Proposal Agreement
For Professional Engineering Services
Transportation & Drainage Systems Engineering Study
McM. No. M0032-9-20-00002

Dear Katie:

McMahon Associates, Inc. is pleased to submit our Proposal for engineering services for the Transportation & Drainage Systems Engineering Study. We have developed our proposed Scope of Services for this project based upon information provided by the Town, discussions with Town Staff concerning the project, and our experience in providing services for the Town.

This Proposal includes our Statement of Understanding, Project Approach, Scope of Services, Responsibilities of the Town of Grand Chute, Items Not Included in the Scope of Services, Project Schedule, Compensation, and McMahon Associates, Inc.'s General Terms & Conditions.

We thank you for your continued interest in McMahon Associates, Inc. and look forward to working with you and being of service to the Town of Grand Chute on this project.

Respectfully,

McMahon Associates, Inc.

Nick Vande Hey, P.E.
Vice President / Sr. Municipal Engineer

NAV:

Enclosure: Proposal Agreement

Proposal Agreement For Professional Engineering Services

Transportation & Drainage Systems Engineering Study



Prepared For The
TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY | WISCONSIN

SEPTEMBER 29, 2020
McM. No. M0032-9-20-00002

Statement of Understanding

The Town of Grand Chute desires to conduct a Transportation & Drainage Systems Engineering Study. The purpose of the study is to identify annual maintenance programs, capital improvement projects, costs, and financing options that will assist the Town with managing its street and drainage conveyance systems in a “State of Good Repair”.

The Town rates the condition of its streets using the Pavement Surface Evaluation and Rating (PASER) scale. The PASER scale is a simple rating system, which uses visual assessment to compare the quality of street pavement segments. As part of this study, the Town’s PASER scale database will be used to assist with prioritizing transportation system maintenance activities and capital improvement projects.

The Town evaluates the condition of its drainage system using visual observations and public complaints. As part of this study, a rating system will be discussed and potentially implemented, which more formally documents the condition of its drainage system.

The Town’s 20-Year Comprehensive Plan is a guide to the physical, social, and economic development of the Town. Although not part of this project, the Town is currently updating its 20-Year Comprehensive Plan, which includes all the following elements: issues and opportunities, housing, transportation, utilities and community facilities, agricultural / natural / cultural resources, economic development, intergovernmental cooperation, land use and implementation. The results of this Transportation & Drainage Systems Engineering Study can be coordinated with the Town’s updated Comprehensive Plan objectives.

- Past or future economic development activities may require that an existing street be widened, urbanized and/or reconstructed, regardless of pavement or drainage system condition.
- Adding non-motorized transportation facilities along a street (e.g. sidewalks, trail, bike lanes) may require that an existing street be widened, urbanized and/or reconstructed, regardless of pavement or drainage system condition.

As part of the study, opinions of probable cost will be developed for the annual maintenance programs and long-term capital improvement projects. The programs, projects and costs will then be used to develop a 5-year and 20-year infrastructure plan.

- A 5-year infrastructure plan typically identifies a municipality's most immediate needs. Programs, projects, costs and revenues within a 5-year period are typically more certain than a longer planning period. A 5-year plan can be helpful during the Town's annual budget process and when submitting grant applications for capital improvement projects. However, a 5-year planning period may not adequately capture fiscal impacts of larger and longer-term capital improvement projects.
- A 20-year infrastructure plan typically identifies a municipality's longer term needs for facility planning purposes. Programs, projects and costs within a 20-year period are typically more uncertain than a 5-year planning period. However, a 20-year time frame is more likely to adequately capture the fiscal impacts of larger and longer-term capital improvement projects. For reference, the State of Wisconsin requires a 20-year planning period for wastewater facility planning, stormwater quality facility planning, and comprehensive planning.

Grant funding programs will also be considered in the study. Transportation grant funding is typically for improving public safety, improving non-motorized transportation, or assisting with general reconstruction costs. The Wisconsin Department of Transportation (WDOT) has several transportation funding programs, including the Local Road Improvement Program (LRIP), Surface Transportation Program – Urban (STP-U), Transportation Alternatives Program (TAP), and general bridge aid. The Wisconsin Department of Natural Resources (WDNR) has several stormwater funding programs, including the Clean Water Fund (CWF), Municipal Flood Control (MFC), and Urban Non-Point Source & Storm Water Management (UNPS&SW).

The Town of Grand Chute desires to evaluate financing options for funding the Town's transportation system. The purpose of the evaluation is to investigate transportation funding options or approaches with the goal of providing reliable and equitable transportation funding sources, while maintaining fiscal discipline for residents, businesses and other landowners. Historically, the Town has relied upon the general tax levy, debt proceeds, transportation aids, grant programs, and special assessments to fund the Town's capital, operation and maintenance costs for its transportation and drainage system.

Project Approach

Transportation & Drainage Systems Engineering Study is anticipated to be a dynamic process, due to the many opportunities for input from the Town Board, Town Staff and other stakeholders. The key element

of this project is good communication with the Town Board, Town Staff and other stakeholders identified by the Town for input during the process.

We have developed our proposed Scope of Services for this project based upon information provided by the Town and discussions with Town Staff concerning the project.

Scope of Services

McMahon Associates, Inc. proposes the following Scope of Services for this project:

- Kick Off Meeting
 - ▼ Discuss Goals and Schedule
 - ▼ Discuss Process for Obtaining Input from Town Board, Town Staff, and Other Stakeholders

- Gather Information
 - ▼ Street Pavement PASER Ratings
 - ▼ Drainage System Ratings or Complaints
 - ▼ Type of Transportation System (rural or urban cross section)
 - ▼ Type of Drainage System (road ditches or curb gutter with storm sewer)
 - ▼ Street Designation Upgrades (arterial, collector, local)
 - ▼ Non-Motorized Transportation Upgrades (future sidewalks, trails, bike lanes)
 - ▼ Stormwater Quality Management Plan
 - ▼ Policy Framework
 - ◆ Debt Policy
 - ◆ Assessment Policy
 - ◆ Existing Infrastructure Conditions
 - ◆ Stormwater Drainage
 - ▼ 2020 Property Tax Levy
 - ▼ Capital Improvement Plan / Budget
 - ▼ Operation and Maintenance Budget

- Update the Town's Street and Drainage Standards / Specifications Manual

- Review Town's PASER Ratings for its Transportation System

- Review Town's Drainage Information/Ratings for High Priority Areas
 - ▼ Visually Observe Drainage System in High Priority Areas (photograph).
 - ▼ Categorize Drainage Concerns
 - ▼ Map Drainage Concerns

- Develop a More Formal Rating System for Town's Drainage System

- Prepare Maps Summarizing Type of Transportation Facility, Type of Drainage System, Transportation System PASER Ratings, Drainage System Ratings, Street Designation Upgrades, Non-Motorized Transportation Upgrades, Stormwater Quality Management Plan

- Prepare Planning-Level Opinions of Probable Cost
- Prepare 5-Year Infrastructure Plan (maintenance activities, capital improvements, costs, grants)
- Prepare 20-Year Infrastructure Plan (maintenance activities, capital improvements, costs, grants)
- Evaluate Transportation Financing Options
 - ▼ Describe Each Financing Option.
 - ▼ Identify Pros and Cons of Each Financing Option.
 - ▼ Calculate Potential Revenue for Each Financing Option.
 - ▼ For Each Option, Identify Revenue Needed to Fund Anticipated Expenses in Next 20 Years.
 - ▼ Options To Be Evaluated: Property Tax Levy, Debt Proceeds, Grants / Aid Programs, Special Assessments, Vehicle Registration Fee, and Transportation Utility Fee.
 - ▼ Summarize Transportation Funding Approaches in Other Communities.
- Attend Meetings with the Town Board, Town Staff and Other Stakeholders.
 - ▼ Prepare graphs, exhibits and maps to assist with meetings.
- Summarize Findings in Report (summary of meetings, analysis and recommendations).

Responsibilities of the Town Of Grand Chute

The Scope of Services and fees are based upon the understanding that the Town of Grand Chute will provide the following:

- Access to relevant existing data or records pertaining to evaluation.
- A person or persons authorized to act as the Town's representative to provide appropriate liaison.
- A location to hold meetings.

Items Not Included in the Scope of Services

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Topographic surveys, design, permits, bidding, and construction services.
- Detailed rate study.

Project Schedule

Upon receipt of an executed Agreement, work will be started immediately. If the Agreement is executed within the next 60 days, the report would be completed by August 27, 2021.

Compensation

McMahon Associates, Inc. proposes to provide the services outlined in this Proposal Agreement on a time and expense basis, as outlined below:

TOTAL.....\$72,500

McMahon Associates, Inc. will invoice the Town of Grand Chute monthly for services provided. All services provided under this Proposal Agreement would be in accordance with McMahon Associates, Inc.'s General Terms & Conditions, dated March 19, 2020.

To indicate acceptance of this Proposal Agreement, please sign below and return one copy to our office.

Owner:

TOWN OF GRAND CHUTE

Outagamie County, Wisconsin

(Authorized Signature)

Date

Title

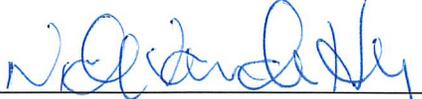
Witness:

Date

Engineer:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin



Nick Vande Hey, P.E.
Vice President / Sr. Municipal Engineer

September 29, 2020

Date

Attachments: General Terms & Conditions
Fee Schedule
Reimbursable Expenses Schedule

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McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
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Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
 12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
 14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

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952 SOUTH STATE ROAD 2
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REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

DESCRIPTION	RATE
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REIMBURSABLE EXPENSES:

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

REIMBURSABLE UNITS:

Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

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CORPORATE HEADQUARTERS**

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