MEETING	DATE	TIME	LOCATION
Town Board	Tuesday, September 1, 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=m97ee0d5a3c80813cd8b499a8e4907f9b
Access Code: 620 057 177
Meeting Password: 1900

Telephone Access:
Dial: (408) 418-9388
Access Code: 620 057 177
Meeting Password: 1900

A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF AGENDA/ORDER OF THE DAY

C. POLICE DEPARTMENT AWARD – Life Saving Award presented to Officer Dylan Grier-Welch.

D. 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.

E. 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 August 18, 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 8/6/2020, 8/13/2020, and 8/20/2020.

F. FINANCIAL REPORTS
1. Approval of Voucher List – September 1, 2020

G. NEW BUSINESS
1. Accept land donation for a Mini Park on N. Gillett Street.

H. RESOLUTION
1. Resolution TBR-22-2020 authorizing Karen M. Heyrman to sign the Wisconsin Central Ltd. Right of Entry License Agreement on behalf of the Town.

I. 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 – AUGUST 18, 2020

CALL TO ORDER/ROLL CALL

Virtual meeting called to order at 6:32 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; 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; Matt Kasriel, Assistant Fire Chief; Atty. Rossmeissl, Herrling Clark Law Offices; and Nick Vande Hey, McMahon

OTHERS: 1 signed 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

Approval of regular meeting minutes from August 4, 2020.

Licensing: *(applications on file in the clerk's office)(License Committee recommends approval)*
Approval of operator licenses applications to expire: 2022 dated 7/31/2020.

Special Event Permits:
Appleton Baseball Club, 2400 N. Casaloma Drive (Timber Rattlers Stadium), for wedding fireworks on September 5 & 26, October 10 & 17, and November 7, 2020. CONDITIONS: 1) No fireworks may begin after 10:00 p.m., 2) Display must comply with NFPA 1123 standards, and 3) Fire Chief maintains the right to call off any fireworks show due to conditions at the time of the event.

Life Promotions for a drive-in concert at the Timber Rattlers Stadium on September 13, 2020 from 7:00-9:00 p.m. CONDITIONS: 1) Follow CDC guidelines as outlined in attachment, and 2) Two Police Officers present during drive-in concert.

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

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

FINANCIAL REPORTS
Approval of Voucher List – August 18, 2020
$4,839,223.02 (95709-95752); Payroll $312,284.35; ACH $598,202.42
Accept Monthly Budget Statement – July 2020

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

NEW BUSINESS
Plan Commission Recommendations:

SEA1-02-09 Special Exception Amendment requested by Fox Valley Technical College, 5 N. Systems Drive, to allow replacement and operation of an electronic message center sign. PC recommends approval.

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

Approve Evergreen Drive Change Order #1, Contract 2020-02, increasing the amount by $203,938.11.

Motion (Thyssen/Gehring) to approve.

Supv. Thyssen stated when bids are placed it should include a provision for soil problems.

Dir. Schwartz stated they did plan for poor soil and did perform soil boring testing. She also stated very elastic soils can't be tested and that undercutting was planned.

Mr. Vande Hey explained the testing of soil borings, but stated it is hard to determine the soil between the borings. The original soil boring findings were better than what was actually found.

Chairman Schowalter questioned if most of the cost was related to moving the watermain and the sanitary sewer.

Supv. Ings questioned if it was one location or if there were numerous areas along the roadway.

Mr. Vande Hey reported that the project wasn't finished; however, so far it was only one area.

Supv. Nooyen questioned how far along the project was.

Dir. Schwartz stated it was the start of the project and the project is not expected to be completed until June 2021.

Motion carried.

Accept a donation of land from C&M Land Investments, LLC for a 3.15-acre parcel on W. Pershing Street.

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

Approve the Professional Services Agreement with Mach IV Engineering & Surveying LLC for Engineering Services to extend N Silverspring Drive from W Champion Drive to the north in the amount of $24,600.

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

Approve the quote from Robert E Lee & Associates, Inc. for construction staking, observation, and administrative services for the HMA trail construction on N Lynndale Drive in the amount of $33,800.

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

RESOLUTION

Resolution TBR-21-2020 approving the Fire Department referendum and explanatory statement for the November 3, 2020 election.

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

ADJOURNMENT

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

Meeting adjourned at 6:52 p.m.

These minutes were taken at a regular meeting held on August 18, 2020 and entered in this record book, August 19, 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**
Gozner, Amanda M	☒	☐
Gozner, Andrew T	☒	☐
Smet, Kylee M	☒	☐
Struck, Jacob L pending	☐	☐

Capt Jaeger Date: 8/11/2020
Capt. Jaeger or Chief Peterson

RENEWAL	**Approve**	**Deny**
Jones, Kimberly E	☒	☐

Capt Jaeger Date: 8/11/2020
Capt. Jaeger or Chief Peterson

*Need Certificate

Thank You

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**
Ceccon, Hannah S	☒	☐
Derks, Linda M	☒	☐
Kubinski, Joshua K	☒	☐
Meyer, Elizabeth	☒	☐
Phillips, Nathan Q	☒	☐

Capt C Jaeger Date: 8/24/20
Capt. Jaeger or Chief Peterson

RENEWAL	**Approve**	**Deny**
Banovich, Christopher J	☒	☐
Bartel, Angelina M	☒	☐

Capt C Jaeger Date: 8/24/20
Capt. Jaeger or Chief Peterson

*Need Certificate

Thank You

 8/20/2020

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**
Hennes, Carol L	☒	☐
Jalette, Rhys B	☒	☐
Lemke, ~~Branden~~ J (Brandon)	☒	☐
Mondroski, Angela M	☒	☐
Moore, Erika L	☒	☐
Riehl, Alysha M	☒	☐
Tromp, Gina R	☒	☐
Tueffel, Rebecca J	☒	☐
Wilz, Dakota D	☒	☐

Capt Jaeger

Capt. Jaeger or Chief Peterson

Date: 8/24/20

RENEWAL	**Approve**	**Deny**
Burrows, Laura A	☒	☐
Mulroy, Terry J	☒	☐
Treiber, Ashley A	☒	☐

Capt Jaeger

Capt. Jaeger or Chief Peterson

Date: 8/24/20

*Need Certificate

Thank You

Dave Schowalter, Chairman: _____

Jeff Nooyen, Supervisor: _____

Travis Thyssen, Supervisor: _____

Brad Gehring, Supervisor: _____

Jeff Ings, Supervisor: _____

Angie Cain, Clerk: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95771	09/01/2020	5 ALARM FIRE AND EQUIPME	199120-1	FACE MASKS	24-13-52200-391	3,719.00
Total 95771:						3,719.00
95772	09/01/2020	A&W TOWING	896623	G20014295-STOLEN TRUCK	10-17-52120-290	250.00
Total 95772:						250.00
95773	09/01/2020	ABEDNEGO FIRE PROTECTIO	150517	BREATHING AIR ANALYSIS	10-13-52200-290	125.00
Total 95773:						125.00
95774	09/01/2020	ACC AUTOMATED COMFORT	27165	SERVICE EXHAUST FAN	10-13-52200-360	1,008.97
Total 95774:						1,008.97
95776	09/01/2020	APPLETON SIGN CO	200079-02	MANUFACTURE/INSTALL DONOR PLAQUES TO TC	22-16-57621-000	2,341.00
95776	09/01/2020	APPLETON SIGN CO	200079-05	REINFORCE DAMAGED "THANK YOU" PORTION O	22-16-57621-000	308.00
Total 95776:						2,649.00
95777	09/01/2020	ASCENSION NE WI ST ELIZAB	07312020	JULY-OMVWI BLOOD DRAW	10-17-52100-341	39.39
Total 95777:						39.39
95778	09/01/2020	BAUM, NICK	BP14659,Bon	REFUND DEMO BOND	10-00-23007	500.00
Total 95778:						500.00
95779	09/01/2020	CENTRAL WISCONSIN AUTO P	183780	10 TON SERVICE JACK (BUDGET ITEM)	10-14-53313-810	1,575.00
Total 95779:						1,575.00
95780	09/01/2020	CITY OF APPLETON	5091	SIGNAL MAINTENANCE, 2ND QTR 2020	10-14-53311-348	967.28
95780	09/01/2020	CITY OF APPLETON	5092	UTILITY LOCATE AT WESTHILL BLVD/SAMS CLUB D	10-14-53311-348	32.25
Total 95780:						999.53
95781	09/01/2020	CREDIT MANAGEMENT CONT	081020	FACTORY AUTO PP - INV 10994	10-19-51910-391	190.45
Total 95781:						190.45
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842571.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	733.52
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842740.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	4,504.40
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842741.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	150.66
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842742.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	682.41
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842742.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	5,196.79
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842742.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	1,750.00
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842744.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	1,485.20
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842744.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	196.55
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507842777.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	7,295.52
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507843134.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	142.08
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507843134.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	1,263.49
95782	09/01/2020	CRESCENT ELECTRIC SUPPL	S507939249.0	NEW LED LIGHTING FOR TOWN HALL	10-18-51600-360	121.62

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95782:						23,522.24
95783	09/01/2020	DAVEL ENGINEERING & ENVI	3177646	PROFFESSIONAL SVCS BURAN WAY EXTENSION	55-14-57331-000	3,850.00
Total 95783:						3,850.00
95784	09/01/2020	ECS MIDWEST, LLC	826737	CONSTRUCTION MATERIALS TESTING SVCS	46-09-57331-000	770.86
95784	09/01/2020	ECS MIDWEST, LLC	826737	CONSTRUCTION MATERIALS TESTING SVCS	46-09-57331-000	1,131.69
95784	09/01/2020	ECS MIDWEST, LLC	826737	CONSTRUCTION MATERIALS TESTING SVCS	46-09-57331-000	830.99
95784	09/01/2020	ECS MIDWEST, LLC	826738	CONSTRUCTION MATERIALS TESTING SVCS	55-14-57331-000	2,050.75
95784	09/01/2020	ECS MIDWEST, LLC	826742	CONSTRUCTION MATERIALS TESTING SVCS	10-16-55400-340	152.68
95784	09/01/2020	ECS MIDWEST, LLC	826742	CONSTRUCTION MATERIALS TESTING SVCS	10-16-55200-360	94.75
95784	09/01/2020	ECS MIDWEST, LLC	826742	CONSTRUCTION MATERIALS TESTING SVCS	10-14-53311-290	286.94
Total 95784:						5,318.66
95785	09/01/2020	FAITH TECHNOLOGIES INC	721822	SIREN SERVICE	10-13-52200-210	818.75
Total 95785:						818.75
95786	09/01/2020	FIRELINE SPRINKLER CORP	8024-20	ANNUAL SPRINKLER INSPECTION ST.2	10-13-52200-290	220.00
Total 95786:						220.00
95787	09/01/2020	FOX CITIES CHAMBER OF CO	59350	MEMBER TUITION LEADERSHIP	24-13-52200-330	2,000.00
Total 95787:						2,000.00
95789	09/01/2020	GRACIA, ROSA	081720-PRRF	PARK KEY DEPOSIT REFUND-TCP RM A&B 7/4/20	10-00-23003	200.00
95789	09/01/2020	GRACIA, ROSA	081720-PRRF	PARK RENTAL REFUND-TCP RM A&B 7/4/20	10-16-46720	240.00
95789	09/01/2020	GRACIA, ROSA	081720-PRRF	SALES TAX REFUND PARK RENTAL TCP RM A&B 7/	10-00-24310	12.00
Total 95789:						452.00
95790	09/01/2020	HAITH, ARTY	08102020	UTILITY BILL OVERPAYMENT	99-00-11101	234.51
Total 95790:						234.51
95791	09/01/2020	KLIKA, SHARI	081720-PKDR	PARK KEY SECURITY DEPOSIT REFUND TCP RM B	10-00-23003	200.00
Total 95791:						200.00
95792	09/01/2020	LAKESIDE OIL COMPANY INC	6619521-4155	5,424 GALLONS CONVENTIONAL UNLEADED	10-14-53311-344	9,042.83
95792	09/01/2020	LAKESIDE OIL COMPANY INC	6619521-4155	2,152 GALLONS ULTRA LOW DIESEL #2 FUEL	10-14-53311-344	3,416.71
Total 95792:						12,459.54
95793	09/01/2020	MARCO INC NW7128	INV7863864	MONTHLY PLOTTER BILL	10-16-55200-295	10.13
95793	09/01/2020	MARCO INC NW7128	INV7863864	MONTHLY PLOTTER BILL	10-14-53311-295	10.13
95793	09/01/2020	MARCO INC NW7128	INV7863864	MONTHLY PLOTTER BILL	10-13-52200-295	10.14
95793	09/01/2020	MARCO INC NW7128	INV7863864	MONTHLY PLOTTER BILL	10-09-56900-295	30.40
Total 95793:						60.80
95794	09/01/2020	MARCO, INC	27624243	MONTHLY COPIER BILL	10-20-51460-295	2,361.72

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95794:						2,361.72
95796	09/01/2020	MCC INC	235603	12.91 TONS 3/4" DENSE CRUSHER RUN	10-14-53311-290	90.37
95796	09/01/2020	MCC INC	235784	17.27 TONS HOT MIX ASPHALT	10-14-53311-290	968.55
95796	09/01/2020	MCC INC	237358	18.17 TONS BROKEN CONCRETE HAULED IN	55-16-57620-000	59.05
Total 95796:						1,117.97
95798	09/01/2020	MI-TECH SERVICES, INC	32061490	FIBER PROJECT	10-20-51460-810	464.74
Total 95798:						464.74
95799	09/01/2020	MORTON SAFETY	205891	FACE MASKS	10-18-51600-340	1,403.00
Total 95799:						1,403.00
95800	09/01/2020	N2155 MAYFLOWER DRIVE LL	BP14140Bond	REFUND DEMO BOND	10-00-23007	2,000.00
Total 95800:						2,000.00
95801	09/01/2020	NATIONAL MANAGEMENT LLC	082020	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	33.05
Total 95801:						33.05
95802	09/01/2020	NEW TITLE SERVICES INC	080620	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	84.78
Total 95802:						84.78
95803	09/01/2020	NORTHEAST ASPHALT INC	2020-09-ONE	PAY REQ 1-2020 HMA PAVING PROGRAM	55-14-57333-000	54,042.05
Total 95803:						54,042.05
95806	09/01/2020	OUTAGAMIE COUNTY TREAS	202000000212	RECORDING FEES FOR WOODMAN DRIVE	55-14-57331-000	150.00
95806	09/01/2020	OUTAGAMIE COUNTY TREAS	202000000212	RECORDING FEES FOR EVERGREEN DR	46-09-57725-000	90.00
Total 95806:						240.00
95807	09/01/2020	PALTZER, DONNA	BP14059,Bon	REFUND DEMO BOND	10-00-23007	500.00
Total 95807:						500.00
95809	09/01/2020	PRIMADATA LLC	51440	UTILITY BILLING (CYCLE 1)	64-04-82000-310	21.37
Total 95809:						21.37
95810	09/01/2020	PTS CONTRACTORS INC	2019-05A/B-SI	PAY REQ 6-FOX CITIES CHAMPION CENTER PHAS	48-09-57331-000	40,817.02
Total 95810:						40,817.02
95811	09/01/2020	ROBERT E LEE & ASSOCIATE	78030	PROFESSIONAL SVCS LYNNDALE PEDESTRIAN T	55-16-57620-000	10,941.35
Total 95811:						10,941.35
95812	09/01/2020	SCHEEL'S	081020	RESTITUTION HOMMAN 5G81DH97XQ	10-15-45100	70.00

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95812:						70.00
95813	09/01/2020	STRAND ASSOCIATES INC	0162600	PROFESSIONAL SVCS MISTY LANE ELEVATED TA	10-00-23008	313.77
Total 95813:						313.77
95814	09/01/2020	STUMPF MOTOR CO. INC	08172020	NEW SQUAD	10-17-52100-811	33,271.64
Total 95814:						33,271.64
95815	09/01/2020	SYSTEMS TECHNOLOGIES	624113	LABOR FOR CAMERA INSTALLS AT TH	10-20-51460-295	1,214.56
95815	09/01/2020	SYSTEMS TECHNOLOGIES	764797	SECURITY CAMERAS FOR TH	10-20-51460-810	6,921.00
Total 95815:						8,135.56
95816	09/01/2020	TYLER TECHNOLOGIES INC	060-11567	ANNUAL ASSMT SVCS 2020	10-10-51502-290	19,950.23
95816	09/01/2020	TYLER TECHNOLOGIES INC	27701.46	REVALUATION 2020	10-10-51502-290	27,701.46
Total 95816:						47,651.69
95817	09/01/2020	VFIS	16495121	2019 GASB	10-19-51501-210	750.00
Total 95817:						750.00
95818	09/01/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS FOR FIRE STATIONS	10-13-52200-220	3,638.80
95818	09/01/2020	WE ENERGIES	0475-274-330-	GAS SERVICES FOR MAINTENANCE GARAGE	10-14-53311-220	27.28
95818	09/01/2020	WE ENERGIES	0475-274-330-	ELECTRIC SERVICES FOR TRAFFIC SIGNALS/LIGH	10-14-53311-348	532.54
95818	09/01/2020	WE ENERGIES	0475-274-330-	ELECTRIC SERVICES FOR STREET LIGHTING	10-14-53420-220	27,680.80
95818	09/01/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS FOR PARKS	10-16-55200-220	1,470.51
95818	09/01/2020	WE ENERGIES	0475-274-330-	ELECTRIC SVCS FOR PEDESTRIAN CROSSING	10-16-55400-220	41.78
95818	09/01/2020	WE ENERGIES	0475-274-330-	GAS/ELECTRIC SVCS TOWN HALL BUILDING	10-18-51600-220	9,854.68
Total 95818:						43,246.39
95820	09/01/2020	WITTHUHN PRINTING CO. INC	2124	DEPT. BUSINESS CARDS	10-17-52110-320	501.00
95820	09/01/2020	WITTHUHN PRINTING CO. INC	2124	ENVELOPES/LETTERHEAD	10-17-52110-310	438.40
Total 95820:						939.40
95821	09/01/2020	WONDRA CONSTRUCTION, IN	2019-02-SIXT	PAY REQ 16-ELSNER RD URBANIZATION	55-14-57331-000	1,005.93
95821	09/01/2020	WONDRA CONSTRUCTION, IN	2019-03-SIX	PAY REQ 6-WOODMAN DR URBANIZATION	55-14-57331-000	14,175.70
Total 95821:						15,181.63
95822	09/01/2020	WOODMANS	081020	RESTITUTION GUPTA 5G800122XX8	10-15-45100	20.94
Total 95822:						20.94
95823	09/01/2020	WRIGHT WEBER MANAGEME	081120	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	22.94
Total 95823:						22.94
Grand Totals:						323,823.85

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
08/07/2020	GC POLICE BENEVOLENT AS	080720	GCPBA DEPOSIT	10-00-21590	33.00
Total 200807001:					33.00
08/10/2020	CITY OF APPLETON	081020	PETERSON INS	10-17-52110-134	1,432.97
Total 200810001:					1,432.97
08/12/2020	DELTA DENTAL	386903	GROUP 2 DENTAL CLAIMS	10-00-13001	2,797.30
Total 200812001:					2,797.30
08/12/2020	THE HARTFORD GROUP	328700422694	LIFE INSURANCE	11-18-59200-511	3,526.69
08/12/2020	THE HARTFORD GROUP	517779780180	FWRW LIFE INSURANCE	10-00-13001	95.24
Total 200812002:					3,621.93
08/14/2020	SERVICE CHARGE	081420	SERVICE CHARGE JULY 2020	10-19-48110	679.00
Total 200814001:					679.00
08/19/2020	DELTA DENTAL	390842	GROUP 1 DENTAL CLAIMS	11-18-59200-513	1,060.80
Total 200819001:					1,060.80
08/20/2020	BENEFIT ADVANTAGE	421231	DCA/MED	11-18-59200-519	216.00
Total 200820001:					216.00
08/20/2020	GROUP INSURANCE ETFPAY	083900020200	SEPT 2020 HEALTH INS	10-00-21531	158,352.68
Total 200820003:					158,352.68
08/20/2020	PITNEY BOWES GLOBAL FINA	082020	POSTAGE	10-18-51400-311	500.00
Total 200820004:					500.00
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Total 200821001:					32.00
Grand Totals:					168,725.68

~~Angie Cain, Clerk:~~ Elizabeth Miller, Deputy Clerk

Elizabeth Miller

Dated: 8/26/2020

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Grand Totals:				
	230			333,113.50-

Grand Chute

AGENDA REQUEST

9/1/2020

TOPIC: Accept land donation for a Mini Park on N Gillett Street.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Town Board
Department Reporting: Public Works	Submitted By: Karen M. Heyrman, P.E. KMH Deputy Director of Public Works

ISSUE: The Comprehensive Outdoor Recreation Strategy (CORS) states that Grand Chute Park acreage per 1,000 residents is 6.09 acres. The average standard per 1,000 residents is 7-10 acres. The greatest variance is in mini park (typically between 2,500 sq. ft. and 2 acres) and community park (usually between 10-50 acres) types.

BACKGROUND/ANALYSIS: The property owner of parcel 101064200 located on Gillett Street is asking to dedicate the 0.33 acre parcel for a Mini Park. Mini Parks are typically between 2,500 square feet and 2 acres with a service area of ¼ mile from a residential setting.

There are 191 residential parcels within ¼ mile of the property. The 75.9 acre service area includes 203 structures comprised of 213 households and 132 families with a median household income of $61,720.

Tax parcel 101064200 has a Mud Creek tributary located along the east property line and is impacted by three different types of floodplain. The black/dotted cross hatching on the southwest corner of the property represents the 500 year floodplain. The 500 year floodplain is unregulated by the Outagamie County Floodplain Ordinance. The blue dotted crosshatch on the northwest corner of the lot represents the 100 year flood fringe. Flood fringe can be filled by applying for a permit from Outagamie County. The diagonal cross hatching on the east half of the property represents the floodway. The floodway is the portion of the 100 year floodplain associated with high velocity flows. Filling the floodway requires an engineering study to determine that fill will not obstruct flow or cause an increase in regional flood heights 0.01 feet or more.

The area outside of the floodway and required yard setbacks would not lend itself to construction of a traditional residential home. The land value was recently changed to $4,200 due to this determination.

Park Commission recommends the Town Board accept the donation of 0.33 acres for a Mini Park. If approved, the Town attorney can prepare a deed, procure signatures and record the documents. The

process to dedicate it as a park would follow. Staff has discussed using the property as greenspace and potentially adding a small play piece in 2 years. The benches in the pocket park near Town Hall could be relocated here when the pocket park is impacted by the road realignment in 2021. Staff would also investigate the abandoned outlot (35'x160') between this parcel and Hiawatha Drive.

RECOMMENDATION: Staff supports the Park Commission recommendation for the Town Board to accept the donation of 0.33 acres for a Mini Park on Gillett Street as the property owner has requested.

FISCAL IMPACT: BUDGET

Town staff would be required to mow grass and shovel snow. Town Board approval would be required for expenditures related to park improvements.

ATTACHMENTS:
Attachment #1 – Park Commission Agenda Request
Attachment #2 – Location map of parcel 101064200
Attachment #3 – Aerial map of parcel 101064200
Attachment #4 – Flood map of parcel 101064200
Attachment #5 – Floodplain impact map

Grand Chute

AGENDA REQUEST

8/17/2020

TOPIC: Discuss Park Land dedication for a Mini Park on N Gillett Street.

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Park Commission
Department Reporting: Public Works	Submitted By: Karen M. Heyrman, P.E. KMH Deputy Director of Public Works

ISSUE: The Comprehensive Outdoor Recreation Strategy (CORS) states that Grand Chute Park acreage per 1,000 residents is 6.09 acres. The average standard per 1,000 residents is 7-10 acres. The Park Commission requested staff provide information on park land dedication.

BACKGROUND/ANALYSIS: The property owner of parcel 101064200 is asking to dedicate the 0.33 acre parcel shown on the attached map for a Mini Park. Mini Parks are typically between 2,500 square feet and 2 acres with a service area of ¼ mile from a residential setting. The acreage standard for this park classification is 0.25-0.5 acres per 1,000 residents. The grand Chute park acreage for this park type is 0.09 acres. Lions Park is the closest park to this location.

There are no structures on the parcel and buildability is questionable with the Mud Creek tributary along the back property line. Filling would likely not be permitted and there would be times when water from the stream would impact use.

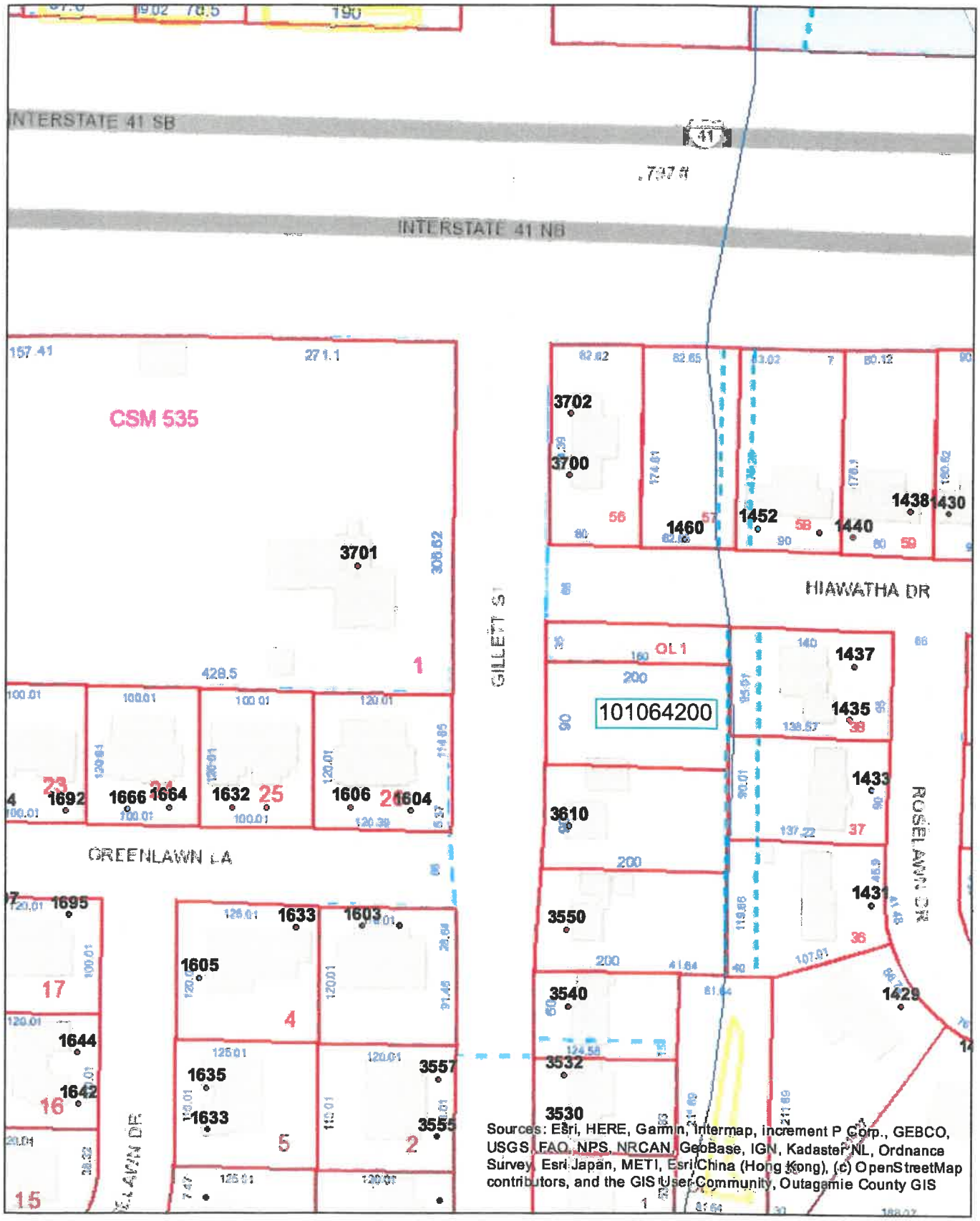
RECOMMENDATION: Staff supports a Park Commission recommendation to the Town Board to accept the donation of 0.33 acres for a mini park on Gillett Street as the property owner has requested.

FISCAL IMPACT: BUDGET

Town staff would be required to mow grass and shovel snow. Town Board approval would be required for expenditures related to park improvements.

ATTACHMENTS:
Attachment #1 – Location map of parcel 101064200
Attachment #2 – Aerial map of parcel 101064200
Attachment #3 – Flood map of parcel 101064200

Town of Grand Chute Web Map



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.

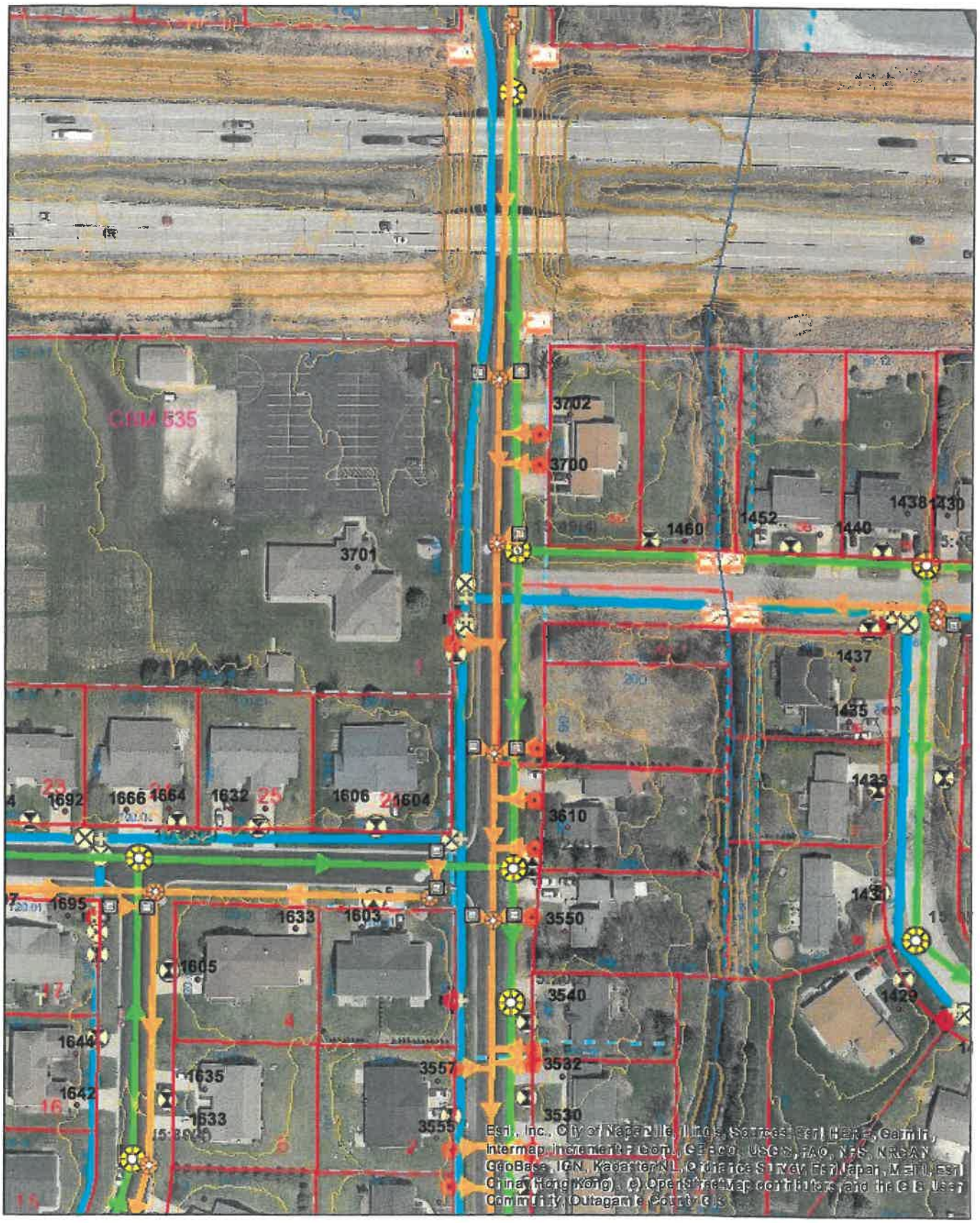
0 0.015 0.03 0.06 mi

Author:

Copyright:

Grand Chute

Town of Grand Chute Web Map



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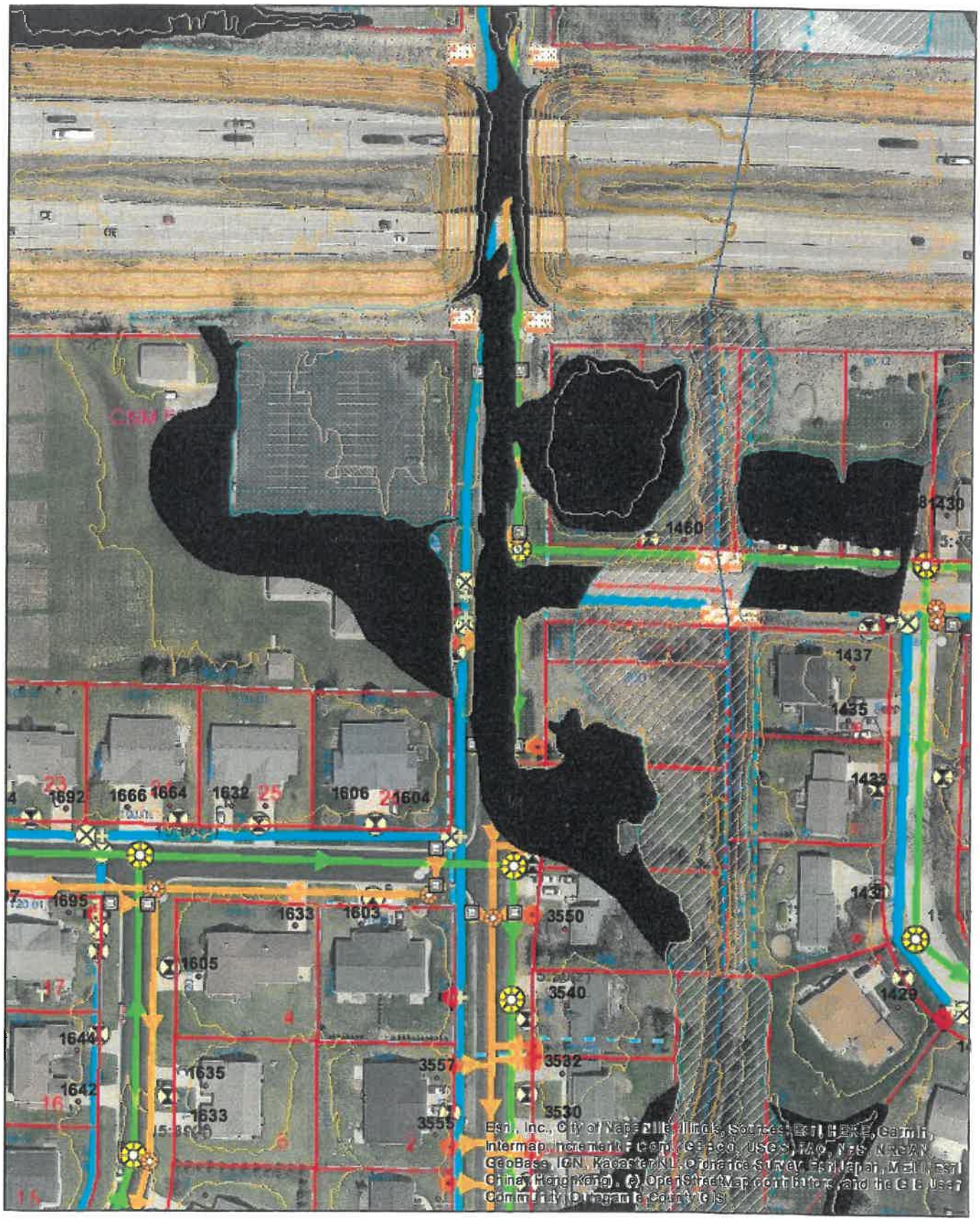
Town of Grand Chute Web Map



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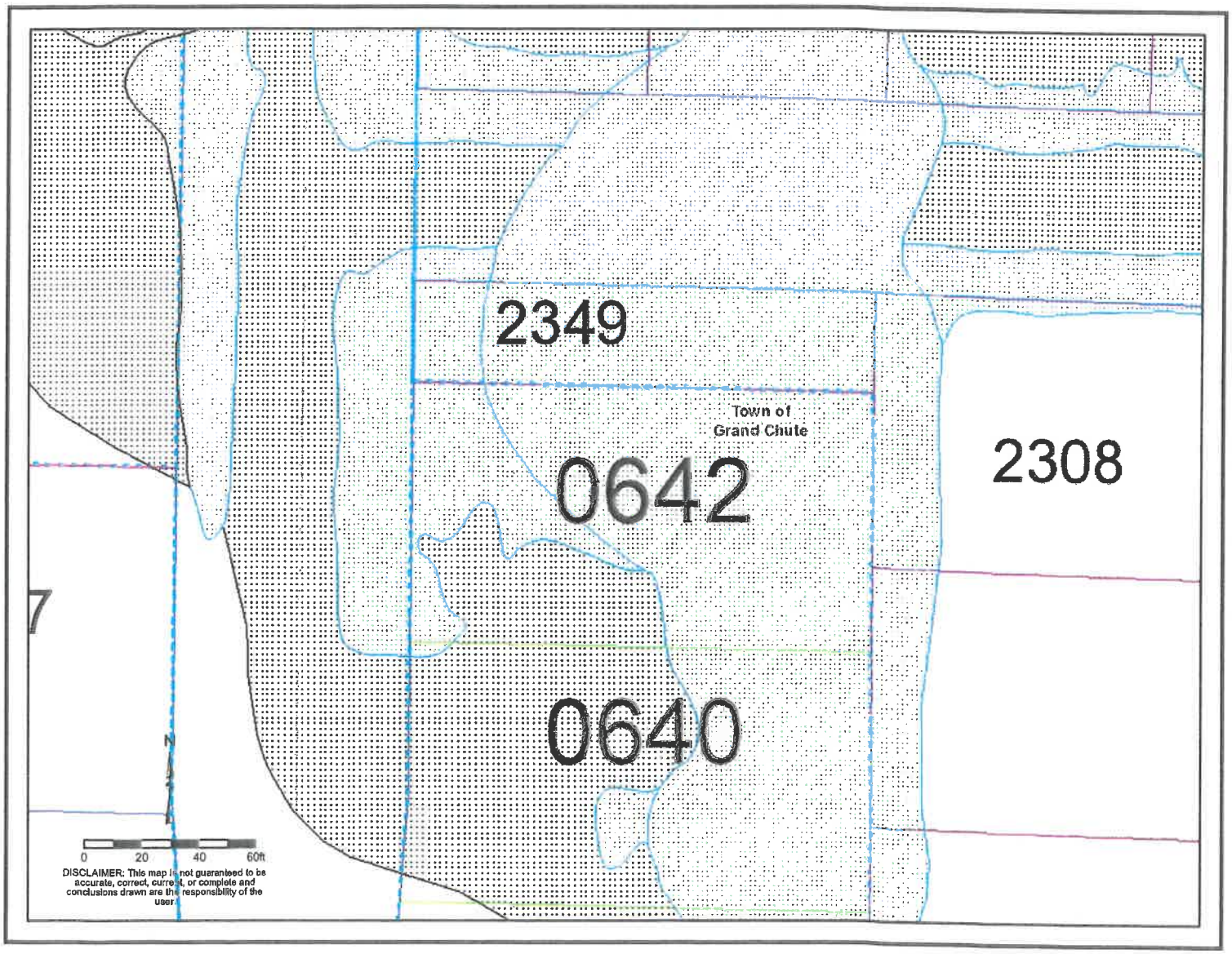
Author:

Copyright:

Grand Chute


2349
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Grand Chute
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DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user

EXHIBIT A

TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY, STATE OF WISCONSIN

RESOLUTION TBR-22-2020

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN;

WHEREAS, the Town of Grand Chute wishes to perform shallow excavation to verify the location of footings for the design and utility relocation for sidewalk construction on, over, and near Railroad Company's tracks and right-of-way owned by Wisconsin Central Ltd.; and,

WHEREAS, Wisconsin Central Ltd. has allowed for said entry and work onto Wisconsin Central Ltd. property provided the Town of Grand Chute sign the License Agreement attached hereto as **Exhibit A-1**; and

WHEREAS, the Town Board of the Town of Grand Chute wishes to authorize Karen M. Heyrman to sign the License Agreement attached hereto as **Exhibit A-1** so as to accomplish the above-referenced purposes.

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Grand Chute hereby authorizes Karen M. Heyrman to enter into the License Agreement attached hereto as **Exhibit A-1** on behalf of the Town of Grand Chute and authorizes Karen M. Heyrman to sign said License agreement on behalf of the Town of Grand Chute.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2020.

TOWN OF GRAND CHUTE

_____

BY: Dave Schowalter
Town Chairman

_____

BY: Angie Cain
Town Clerk

NUMBER VOTED FOR: _____
NUMBER VOTED AGAINST: _____
ADOPTED: _____

AFFIDAVIT OF CERTIFICATION

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Having been first duly sworn under oath the undersigned, Angie Cain, states as follows:

1. That, I am the Clerk for the Town of Grand Chute.

2. That, I make this Affidavit to certify the attached Resolution.

3. That, attached hereto as **Exhibit A**, is a copy of a Resolution adopted by a majority of the members of the Town Board of the Town of Grand Chute on _____.

4. That, a quorum was present at the _____ Town Board meeting.

5. That, a total of _____ members of the Town Board voted in favor of said Resolution and _____ members voted against.

6. That, I hereby certify that the attached **Exhibit A** is a true and accurate copy of said Resolution.

_____
Angie Cain

Subscribed and sworn to before me
this _____ day of _____, 2020.

_____
print name:_____
Notary Public, State of Wisconsin
My commission expires _____.

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Wisconsin Central Ltd. (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to **Town of Grand Chute, Outagamie County, WI (**hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of **Wisconsin Ave Underpass, Grand Chute, WI, Railroad Milepost 123.44, NEW LONDON Subdivision, DOT# 181826L for shallow excavation to verify footings location for design and utility relocation for sidewalk construction** on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

This License does not include the right to perform any utility work in the Railroad Company's right of way. Contact Joe Wojcik at 708-332-4739 to obtain a utility permit/maintenance number for any utility work.

Licensee shall pay to Railroad Company upon execution of this License the sum of **$10.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR

INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

a. Statutory Workers Compensation and Employer's Liability insurance.

b. Automobile Liability in an amount not less than $1,000,000 dollars combined single limit.

c. Commercial General Liability (occurrence form) in an amount not less than $5,000,000 dollars per occurrence, with an aggregate limit of not less than $10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insured in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Jacqueline Macewicz
3192 S. Pokegama Rd
Superior, WI 54880
715-345-2503 (Office)
jackie.macewicz@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars ($2,000,000) combined single limit (and with a deductible not to exceed $50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement , the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the

required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on **Thursday, December 30, 2021**.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

Wisconsin Central Ltd.

By: _____

Print Name: Jacqueline Macewicz

Title: Manager of Public Works

ACCEPTED:

TOWN OF GRAND CHUTE

By: _____

Print Name: _____

Title: _____

Date: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE CN

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non –railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-Rail Safe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.

b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by:

R.R. Safety – AMR, LLC
Address: P.O. Box 489
Mercer, WI 54547
Telephone: (920) 517-1677
Email: rrsafetytraining@yahoo.com

This training must be repeated at least once each calendar year.

a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.

b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.

d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse

Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefore.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's

“Request for Flagging Services” form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company’s written approval of the plans that were furnished to Railroad Company’s Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical:	22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
Horizontal:	12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Date: _____

TOWN OF GRAND CHUTE