



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

B. APPROVAL OF AGENDA/ORDER OF THE DAY

C. PUBLIC INPUT

Members of the public are welcome to address the Commission and Town Board. **Individuals are allowed to speak only about agenda items and must fill out a “Request to Speak” form and submit to the Town Clerk prior to the start of the meeting in order to speak during the Public Input segment of the meeting.** This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience.

D. CONSENT AGENDA

(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)

1. Approval of regular meeting minutes from August 20, 2019.
2. Licensing: (*applications on file in the clerk’s office*)(*License Committee recommends approval*)
 - a. Operator Licenses:
 - 1) Approval of Applications to expire: 2021 dated 8/15/19
 - b. Liquor License Applications:
 - 1) Original application for “Class B” Beer and Liquor, Brinker Restaurant Corp. dba Chili’s Grill & Bar, 1170 N. Casaloma Drive, David Gaupp, agent
 - 2) Original application for “Class B” Beer and Liquor, Appleton Indoor Golf, LLC dba Appleton Indoor Golf, 3319 W. College Avenue, Michael Moldenhauer, agent
 - 3) Original application for Class “B” Beer and Class “C” Wine, No Sheep, LLC dba Urban Air Appleton, 4741 W. Lawrence Street, Travis Wright, agent
3. Special Event Permits:
 - a. Appleton Baseball Club, 2400 N. Casaloma Drive, for wedding fireworks on December 20, 2019. CONDITIONS: 1) No fireworks may begin after 10:00 p.m., 2) Display must comply with NFPA 1123 standards.

E. FINANCIAL REPORTS

1. Approval of Voucher List – September 3, 2019

F. NEW BUSINESS

1. Plan Commission Recommendations:
 - a. SEA1-01-14 Special Exception Amendment requested by The Lamar Company of Green Bay to allow operation of a digital billboard at 1911 W. Wisconsin Avenue that was previously approved for operation at another location. PC recommends approval.
 - b. SEA1-03-14 Special Exception Amendment requested by The Lamar Company of Green Bay to allow installation of a static billboard at 710 N. Bluemound Drive in a location that was previously approved for a digital billboard. PC recommends approval.

- c. SEA1-04-14 Special Exception Amendment requested by The Lamar Company of Green Bay to allow installation of a digital billboard at 1280 S. Van Dyke Road that was previously approved for operation on the opposite side of the sign structure at this location. PC recommends approval.
 - d. CSM18-19 Certified Survey Map approval requested by Cypress Homes, Inc. for a three-lot CSM with roadway dedication at 1735 W. Evergreen Drive. Director Buckingham to report results from 9/3/2019 PC meeting.
2. Approve the Development Agreement with Cypress Homes, Inc., regarding installation of off-site public infrastructure improvements on W. Evergreen Drive.
 3. Approve a budget adjustment for storm grinding services in the amount of \$15,860.
 4. Award of Bid, Contract 2019-06 Evergreen Drive Sanitary Sewer & Water Main Construction to Superior Sewer and Water, Inc. in the amount of \$1,043,508.30.

G. ADJOURNMENT

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

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

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

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – AUGUST 20, 2019

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:33 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Jeff Nooyen, Travis Thyssen, Bruce Sherman, Eric Davidson, and Elizabeth Miller, Deputy Town Clerk

STAFF: Jim March, Town Administrator; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Brent Braun; IT Director; Julie Wahlen, Finance Director; Katie Schwartz, Director of Public Works; Mike Patza, Town Planner; Mick Magalski, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 1 signed attendance (approximately 12 in attendance)

APPROVAL OF AGENDA/ORDER OF THE DAY

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

SPECIAL PRESENTATION – Recognition of Harrison Andropolis for obtaining an Eagle Scout Award

The Town Board presented a recognition award to Harrison Andropolis.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approval of regular meeting minutes from August 8, 2019.

Licensing: (applications on file in the clerk's office)(License Committee recommends approval)
Operator's License Applications to expire: 2021 dated 7/25/19, 8/2/19, and 8/8/19

Original Application for Class "B" beer, ATW Lodging Group, LLC dba Wingate by Wyndham, 1565 N. Federated Drive, Kassandra Peters, agent

Change of Agent:

P.F. Chang's China Bistro Inc. dba P.F. Chang's appoints Brian Michael Mayers as agent

Meijer Stores Limited Partnership dba Meijer Gas Station #300 appoints Brandon Harrison as agent

Meijer Stores Limited Partnership dba Meijer Store #300 appoints Brandon Harrison as agent

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

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

FINANCIAL REPORTS

Approval of Voucher List – August 20, 2019
\$145,290.99 (94354-94401); Payroll \$310,953.82; ACH \$9,266.09

Accept Budget Statement – July 2019

Motion (Davidson/Thyssen) to approve the voucher list and accept budget statement. Motion carried.

UNFINISHED BUSINESS

Approve/deny proposal from Apple Tree Real Estate, LLC, to utilize E. Ridge Haven Lane as a haul road in exchange for \$20,000 towards paving E. Ridge Haven Lane in 2020.

Dir. Schwartz explained the proposal and the resident's petitions. The residents prefer to have the road pulverized and paved in 2020 instead of patching the road.

The Board discussed the current road conditions and how long the road would last if it wasn't used as a haul road.

Motion (Davidson/Thyssen) to approve the proposal. Motion carried.

NEW BUSINESS

Plan Commission Recommendations:

SE-11-19 Special Exception requested by Richard T. Knight, dba Auto Connection of Appleton, LLC, 4845 W. Greenville Drive, for operation of an automobile sales and service business. PC recommends approval.

Motion (Thyssen/Davidson) to approve SE-11-19. Motion carried.

SE-12-19 Special Exception requested by AutoZone, Inc., dba AutoZone Auto Parts, 5150 W. Integrity Way, for operation of an auto parts business. PC recommends approval.

Motion (Nooyen/Sherman) to approve SE-12-19. Motion carried.

CUP-11-19 Conditional Use Permit requested by VHE II-2, LLC, on behalf of Pacon Corporation, 2525 N. Casaloma Drive, to allow grading, filling and a stormwater pond within 300 feet of a navigable stream. PC recommends approval.

Motion (Thyssen/Davidson) to approve CUP-11-19. Motion carried.

FPA1-01-12 Affidavit of Correction to the Plat of Edgewood Acres, releasing easement rights on a pedestrian path/drainage/utility easement located on the east 10 feet of Lot 10 (4824 N. Indigo Lane). PC recommends approval.

Motion (Sherman/Davidson) to approve FPA1-01-12. Motion carried.

Approve Inter-Governmental Agreement with Outagamie County and the City of Appleton for Prospect Avenue Reconstruction between Seminole Road and Bartell Drive.

Motion (Thyssen/Sherman) to approve.

The Town Board discussed if sidewalks should be put in or not.

Motion carried.

Supv. Davidson thanked Dir. Schultz for hosting the workshop last week.

ADJOURNMENT

Motion (Schowalter/Sherman) to adjourn meeting.

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – AUGUST 20, 2019

Meeting adjourned at 6:51 p.m.

These minutes were taken at a regular meeting held on August 20, 2019 and entered in this record book, August 21, 2019 by:

Elizabeth Miller

Elizabeth Miller, Deputy Town Clerk
Town of Grand Chute

Initial Draft

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

NEW

Approve Deny

Bennett, Jake A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Singel, Rebecca J <i>pending</i>	<input type="checkbox"/>	<input type="checkbox"/>
Trimnell, Sam M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Whitlow, Amber M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yang, Vi Chai	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 8/22/19

RENEWAL

Approve Deny

Wacaser, Ashley M	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Capt Jaeger
Capt. Jaeger or Chief Peterson

Date: 8/22/19

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94441:						150.00
94442	09/03/2019	VOLDEN, MATTHEW	082019	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	78.30
Total 94442:						78.30
94443	09/03/2019	WISCONSIN DEPT OF TRANS	395-00001404	DOT ASSISTANCE WITH SPENCER ST PROJECT	55-14-57331-000	45,791.61
Total 94443:						45,791.61
94445	09/03/2019	WITTHUHN PRINTING CO. INC	9156	WINDOW ENVELOPES	10-19-51501-310	188.35
Total 94445:						188.35
94446	09/03/2019	WOLSKI, WLADYSLAW	082019	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	25.21
94446	09/03/2019	WOLSKI, WLADYSLAW	082019	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	25.21
Total 94446:						50.42
94447	09/03/2019	WONDRA CONSTRUCTION, IN	2019-02-6	PAY REQ 6 ELSNER RD URBANIZATION PROJECT	55-14-57331-000	133,077.45
94447	09/03/2019	WONDRA CONSTRUCTION, IN	2019-02-7	PAY REQ 7 ELSNER ROAD URBANIZATION	55-14-57331-000	90,465.51
Total 94447:						223,542.96
94448	09/03/2019	WOODMANS	0722191	RESTITUTION 5G8103P40Q	10-15-45100	15.18
Total 94448:						15.18
Grand Totals:						468,042.84

Dave Schowalter, Chairman: _____

Jeff Nooyen, Supervisor: _____

Travis Thyssen, Supervisor: _____

Bruce Sherman, Supervisor: _____

Eric Davidson, Supervisor: _____

Angie Cain, Clerk: _____

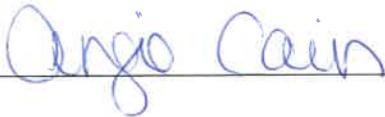
Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94406	08/22/2019	GILBERT, WENDY JO	081519	REFUND 2015-2018 STREET SPEC. ASSESSMENT	25-00-12620	2,780.10
Total 94406:						2,780.10
94407	08/22/2019	OUTAGAMIE COUNTY CLERK	082119-P12	AWARD OF DAMAGES TLE PARCEL 12-MCCARTHY	55-14-57331-000	18,000.00
Total 94407:						18,000.00
94409	09/03/2019	ACC AUTOMATED COMFORT	24479	SERVICE/REPAIR LEAKY ZONE VALVES	10-18-51600-290	1,151.90
94409	09/03/2019	ACC AUTOMATED COMFORT	24480	SERVICE/REPAIR ZONE VAV 47	10-18-51600-290	130.25
94409	09/03/2019	ACC AUTOMATED COMFORT	24481	SERVICE/REPAIR REHEAT VALVE & AHU 3	10-18-51600-290	394.00
94409	09/03/2019	ACC AUTOMATED COMFORT	24482	REMOTE SERVICE ON AHU3	10-18-51600-290	47.50
94409	09/03/2019	ACC AUTOMATED COMFORT	24483	REMOTE SERVICE TO RTU 1	10-18-51600-290	95.00
Total 94409:						1,818.65
94411	09/03/2019	BAKER TILLY VIRCHOW KRAU	082319	UTILITY UNIVERSITY 2019	10-19-51501-330	100.00
Total 94411:						100.00
94412	09/03/2019	BIECK MANAGEMENT INC	082019	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	42.40
94412	09/03/2019	BIECK MANAGEMENT INC	082019	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	68.05
Total 94412:						110.45
94415	09/03/2019	CIVIC SYSTEMS	CVC18304	SERVER MIGRATION	10-20-51460-290	262.50
Total 94415:						262.50
94417	09/03/2019	FIRE APPARATUS & EQUIPME	19983	E2622 SERVICE	10-13-52200-350	2,823.21
Total 94417:						2,823.21
94419	09/03/2019	HEARTLAND BUSINESS SYST	329507-H	PHONE SUPPORT BLOCK HRS	10-20-51460-221	7,560.00
Total 94419:						7,560.00
94421	09/03/2019	LAKESIDE OIL COMPANY INC	6563278-4155	4,499 GAL UNLEADED FUEL	10-14-53311-344	10,734.61
94421	09/03/2019	LAKESIDE OIL COMPANY INC	6563278-4155	2,100 GAL #2 DIESEL	10-14-53311-344	4,512.90
Total 94421:						15,247.51
94423	09/03/2019	MACH IV	6775	CHAMPION CTR ROADS CONSTRUCTION ADMIN	48-09-56900-290	643.10
Total 94423:						643.10
94424	09/03/2019	MARCO INC NW7128	6671445	MONTHLY PLOTTER BILL	10-09-56900-290	30.40
94424	09/03/2019	MARCO INC NW7128	6671445	MONTHLY PLOTTER BILL	10-13-52200-290	10.14
94424	09/03/2019	MARCO INC NW7128	6671445	MONTHLY PLOTTER BILL	10-14-53311-290	10.13
94424	09/03/2019	MARCO INC NW7128	6671445	MONTHLY PLOTTER BILL	10-16-55200-290	10.13
Total 94424:						60.80
94425	09/03/2019	MARCO, INC	25376603	MONTHLY COPIER BILL	10-20-51460-290	2,256.62

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94425:						2,256.62
94427	09/03/2019	MIRON CONSTRUCTION CO I	172430-0010B	CHAMPION CTR TID 4 STORMWATER POND- PAYM	48-09-57763-000	19,381.00
Total 94427:						19,381.00
94428	09/03/2019	NORTHEAST ASPHALT INC	2019-05C-1	PAY REQ #1 N. MCCARTHY RD RECONSTRUCTION	55-14-57331-000	74,299.02
Total 94428:						74,299.02
94430	09/03/2019	NORTHERN MANAGEMENT	081319	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	45.25
Total 94430:						45.25
94431	09/03/2019	OPG-3, INC	3538	LASER FICHE PROFESSIONAL SERVICES BLOCK	10-20-51460-290	31,500.00
Total 94431:						31,500.00
94432	09/03/2019	OUTAGAMIE COUNTY TREAS	201900000212	RECORDING FEES-MCCARTHY RD/GALAXY DR PR	46-09-57730-000	30.00
94432	09/03/2019	OUTAGAMIE COUNTY TREAS	201900000212	RECORDING FEES-MCCARTHY RD/GALAXY DR PR	48-09-57730-000	240.00
94432	09/03/2019	OUTAGAMIE COUNTY TREAS	201900000212	RECORDING FEES-MCCARTHY RD/GALAXY DR PR	55-14-57331-000	30.00
Total 94432:						300.00
94435	09/03/2019	PRO ONE JANITORIAL, INC	0148968	CLEAN VCT/LAMINATE FLOORS IN TH BLDG	10-18-51600-360	6,080.00
Total 94435:						6,080.00
94436	09/03/2019	PROVANTAGE LLC	8415519	LAPTOP	10-20-51460-810	1,125.00
94436	09/03/2019	PROVANTAGE LLC	8415520	LARGE MONITORS	10-20-51460-810	658.35
94436	09/03/2019	PROVANTAGE LLC	8417488	ADDITIONAL MEMORY FOR LAPTOP	10-20-51460-810	139.69
Total 94436:						1,923.04
94437	09/03/2019	STRATEGIC INSIGHTS INC	185	PLAN IT SOFTWARE	10-20-51460-290	735.00
Total 94437:						735.00
94438	09/03/2019	SYSTEMS TECHNOLOGIES	727876	CAMERA WALL PLATE	10-20-51460-290	77.49
94438	09/03/2019	SYSTEMS TECHNOLOGIES	727878	CAMERA LICENSES	10-20-51460-810	962.28
Total 94438:						1,039.77
94439	09/03/2019	THEDACARE AT WORK	272902	TESTING - DEBRUIN	10-09-56900-210	149.00
94439	09/03/2019	THEDACARE AT WORK	272902	TESTING - ZIEMBA	10-18-51400-210	71.00
Total 94439:						220.00
94440	09/03/2019	TYLER TECHNOLOGIES INC	060-10475	ANNUAL ASSMT SVCS	10-10-51502-290	11,040.00
Total 94440:						11,040.00
94441	09/03/2019	VALLEY WINDOW CLEANING I	35992	CLEANING OF OUTSIDE UPPER WINDOWS OF TH	10-18-51600-290	150.00

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
08/15/2019	SERVICE CHARGE	081519	SERVICE CHARGE JULY 2019	10-19-48110	675.25
Total 190815005:					675.25
08/16/2019	PITNEY BOWES GLOBAL FINA	081619	POSTAGE	10-18-51400-311	500.00
Total 190816001:					500.00
08/21/2019	BENEFIT ADVANTAGE	416191	DCA/MED	11-18-59200-519	236.00
Total 190821001:					236.00
08/21/2019	DELTA DENTAL	299043	GROUP 1	11-18-59200-519	1,787.60
Total 190821002:					1,787.60
08/21/2019	WISCONSIN ETF	083900020190	SEPT 2019 HEALTH INS	10-00-21531	144,111.48
Total 190821003:					144,111.48
08/23/2019	GC POLICE BENEVOLENT AS	082319	GCPBA DEPOSIT	10-00-21590	35.00
Total 190823001:					35.00
08/26/2019	PITNEY BOWES GLOBAL FINA	082619	POSTAGE	10-18-51400-311	500.00
Total 190826001:					500.00
Grand Totals:					147,845.33

Angie Cain, Clerk:



Dated:



Check Issue Date	Check Number	Payee ID	Payee	Amount
08/23/2019	94404	3	GRAND CHUTE PROFESSIONA	1,007.00-
08/23/2019	94405	5	WISCONSIN SCTF	1,036.61-
08/23/2019	190823001	1003	VELIE, DUANE A	1,820.91-
08/23/2019	190823002	1005	PRAHL, TODD W	2,166.22-
08/23/2019	190823003	1007	ERTL, MICHAEL T	2,040.58-
08/23/2019	190823004	1008	GRODE, ROBERT W	1,868.35-
08/23/2019	190823005	1011	URBAN, JOHN J	1,650.08-
08/23/2019	190823006	1024	ARFT, MICHAEL J	1,795.92-
08/23/2019	190823007	1025	STINGLE, GREGORY A	1,180.80-
08/23/2019	190823008	1027	COENEN, RANDY N	2,169.52-
08/23/2019	190823009	1030	FULCER, SAMUEL R	1,368.64-
08/23/2019	190823010	1036	WINKLER, JOHN C	787.45-
08/23/2019	190823011	1043	BUCKINGHAM, ROBERT L	2,035.32-
08/23/2019	190823012	1049	BUTTERIS, JERROD B.	1,253.23-
08/23/2019	190823013	1052	WALL, BRIAN P	1,491.08-
08/23/2019	190823014	1053	KIPPENHAN, JEFF C	1,139.26-
08/23/2019	190823015	1055	VELIE, ADAM P	1,145.52-
08/23/2019	190823016	1056	MALSZYCKI, TYLER L	1,172.39-
08/23/2019	190823017	1057	HEYRMAN, KAREN M	1,647.76-
08/23/2019	190823018	1061	EASTMAN, BRIAN J	640.87-
08/23/2019	190823019	1062	GAFFNEY, PATRICK P	489.73-
08/23/2019	190823020	1063	SCHWARTZ, KATHRYN A	2,636.23-
08/23/2019	190823021	1066	BLACK, AYL A M	1,006.78-
08/23/2019	190823022	1067	VANDEN WYNGAARD, RICK J	878.69-
08/23/2019	190823023	2022	SCHOWALTER, DAVID A	450.84-
08/23/2019	190823024	2024	NOOYEN, JEFFREY T	380.21-
08/23/2019	190823025	2026	THYSSEN, TRAVIS J	379.36-
08/23/2019	190823026	2031	KLASEN, CHARLES W	530.60-
08/23/2019	190823027	3003	MAUTHE, ANGELA M	1,232.55-
08/23/2019	190823028	3007	MARCH, JAMES V	3,571.34-
08/23/2019	190823029	3008	NATE, CARY J	2,381.73-
08/23/2019	190823030	3009	KOPECKY, JEFFRY D	1,815.25-
08/23/2019	190823031	3012	ST JULIANA, LENO J	1,960.31-
08/23/2019	190823032	3014	OLEJNICZAK, TRACY L	1,223.90-
08/23/2019	190823033	3016	BAXTER, MARY J	3,549.43-
08/23/2019	190823034	3017	TIMM, BARBARA M	601.35-
08/23/2019	190823035	3020	RIEMER, NANCY L	1,059.85-
08/23/2019	190823036	3022	PEETERS, CARRIE L	673.40-
08/23/2019	190823037	3027	SCHUH, LISA J	1,113.08-
08/23/2019	190823038	3033	THIEL, ERIC J	1,614.20-
08/23/2019	190823039	3034	CAIN, ANGIE M	1,568.47-
08/23/2019	190823040	3045	WAHLEN, JULIE M	2,050.97-
08/23/2019	190823041	3046	MILLER, ELIZABETH A.	1,255.83-
08/23/2019	190823042	3048	BERKERS, SANDRA J	203.78-
08/23/2019	190823043	3050	WALLENFANG, DAVID J	1,274.38-
08/23/2019	190823044	3053	SOK, SAM A	1,115.13-
08/23/2019	190823045	3054	PATZA, MICHAEL D	1,753.96-
08/23/2019	190823046	3055	VAN EPEREN, ALISSA R	1,538.21-
08/23/2019	190823047	3056	BRAUN, BRENT J	2,292.25-
08/23/2019	190823048	3060	VANDEN WYNGAARD, BROOKE	671.57-
08/23/2019	190823049	3061	GRETZINGER, CARRIE L	1,277.57-
08/23/2019	190823050	3062	WELK, DEBRA A	560.31-
08/23/2019	190823051	3064	ZIEMBA, SARAH K	37.11-
08/23/2019	190823052	4015	SHERMAN, BRUCE D	230.04-
08/23/2019	190823053	4035	SCHMIDT, MICHAEL J	32.32-
08/23/2019	190823054	4054	JONES, JOHN E	32.32-
08/23/2019	190823055	4055	SHELLEY, COLE M	722.84-

Check Issue Date	Check Number	Payee ID	Payee	Amount
08/23/2019	190823056	4056	PRUSINSKI, TREVOR W	1,330.60-
08/23/2019	190823057	4064	SCOTT, NATHAN A	50.79-
08/23/2019	190823058	4065	FISCHER, JENNIFER B	32.32-
08/23/2019	190823059	4067	KOEHLER, MELISSA A	36.37-
08/23/2019	190823060	4069	DAHMS, SAMUEL R	746.16-
08/23/2019	190823061	4070	SPRINGHETTI, BROCK J	766.91-
08/23/2019	190823062	4072	GERHARTZ, MELISSA K	369.15-
08/23/2019	190823063	4073	PRUSINSKI, TEAGAN N	137.37-
08/23/2019	190823064	4074	FRIESE, SAMUEL L	699.13-
08/23/2019	190823065	4076	DEBRUIN, TYLER J	32.32-
08/23/2019	190823066	4077	CURRAN, KEITH W	32.32-
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08/23/2019	190823068	6001	KASRIEL, MATTHEW E	2,262.35-
08/23/2019	190823069	6006	WOODFORD, ALEXANDER J	1,552.75-
08/23/2019	190823070	6020	DANIELS, MICHAEL S	129.22-
08/23/2019	190823071	6021	GEISSLER, MICHAEL L	1,641.60-
08/23/2019	190823072	6026	OLSON, ROBERT C	1,656.17-
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08/23/2019	190823076	6039	JAPE, CHRISTOPHER E	1,787.32-
08/23/2019	190823077	6040	SIEGMANN, CHAD E	1,547.61-
08/23/2019	190823078	6043	SCHIPPER, ROBERT J	1,555.61-
08/23/2019	190823079	6048	NELSEN, MARK J	500.10-
08/23/2019	190823080	6050	PAVASARIS, RAIMONDS P	1,628.57-
08/23/2019	190823081	6051	LAZCANO, RAUL M	1,771.84-
08/23/2019	190823082	6054	MARTIN, CHAD R	2,050.62-
08/23/2019	190823083	6066	PALTZER, BRAD L	1,717.06-
08/23/2019	190823084	6068	RISTAU, JEREMY L	1,237.36-
08/23/2019	190823085	6074	STARK, AARON W	1,624.78-
08/23/2019	190823086	6080	BIESE, JASON D	130.32-
08/23/2019	190823087	6081	HAGENOW, BONNIE K	120.32-
08/23/2019	190823088	6082	CAHAK, JACOB D	1,308.74-
08/23/2019	190823089	6084	GRETZINGER, WILLIAM J	221.94-
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08/23/2019	190823093	6095	HANSON, JEREMY B	570.98-
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08/23/2019	190823095	6128	TORRES, MITCHELL R	502.56-
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08/23/2019	190823098	6136	SWEDBERG, KURT I	171.05-
08/23/2019	190823099	6138	GRUNWALD, DREW W	1,285.91-
08/23/2019	190823100	6139	ALGUIRE, JOSEPH P	567.44-
08/23/2019	190823101	6140	GREEN, DERRICK T	1,704.38-
08/23/2019	190823102	6141	HOAGLIN, TAYLOR J	167.69-
08/23/2019	190823103	6143	SIEWERT, BRADLEY A	119.36-
08/23/2019	190823104	6145	HANINK, KELLY A	2,164.82-
08/23/2019	190823105	7001	PETERSON, GREG I	2,908.47-
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08/23/2019	190823114	7040	BLAHNIK, RUSSELL D	2,676.83-
08/23/2019	190823115	7041	ENNEPER, SHAWN R	2,128.41-
08/23/2019	190823116	7047	BOHLEN, JOSHUA D	1,693.45-
08/23/2019	190823117	7053	JAEGER, COLETTE R	2,248.65-
08/23/2019	190823118	7055	VANDEN BERG, TED M	1,487.09-
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08/23/2019	190823127	7101	VUE, LIA	1,660.95-
08/23/2019	190823128	7108	GRIER-WELCH, DYLAN F	1,997.03-
08/23/2019	190823129	7109	WAAS, TRAVIS J	1,755.33-
08/23/2019	190823130	7110	POUPORE, LOGAN T	1,761.47-
08/23/2019	190823131	7114	MCFAUL, WENDY S	1,076.06-
08/23/2019	190823132	7115	DOWNEY, DANIELLE J	1,520.16-
08/23/2019	190823133	7118	MENKE, CALEB D	1,658.65-
08/23/2019	190823134	7119	SHEPHERD, JAMES M	1,672.24-
08/23/2019	190823135	7125	NOTHEM II, STEVEN R	1,920.48-
08/23/2019	190823136	7127	FREVILLE, ERIC M	2,287.43-
08/23/2019	190823137	7132	SPENCER, JAKE M	467.75-
08/23/2019	190823138	7135	KISLEWSKI, JOSHUA A	1,732.76-
08/23/2019	190823139	7136	LA LUZERNE, BRYCE A	1,601.97-
08/23/2019	190823140	7137	KRAMER, LEAH R	892.13-
08/23/2019	190823141	7139	WEISNIGHT, AUSTIN C	1,756.76-
08/23/2019	190823142	7140	MILLER, ADAM R	2,310.22-
08/23/2019	190823143	7141	DAVIS, DYLAN J	475.96-
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08/23/2019	190823146	7144	PATINO VERA, EDUARDO	1,462.69-
08/23/2019	190823147	7145	DRAEGER, KALI A	1,259.47-
08/23/2019	190823148	7146	GRUENSTERN, LUCAS D	485.44-
08/23/2019	190823149	7147	WALLACE, ANTHONY C	525.83-
08/23/2019	190823150	7148	WELK, CASEY W	515.08-
08/23/2019	190823151	7149	MAAS, DAVID F	1,840.45-
08/23/2019	190823152	8021	CROSBY, PAMELA A	32.32-
08/23/2019	190823153	8036	HIDDE, JULIA P	32.32-
08/23/2019	190823154	8040	WEBER, JOHN C	32.32-
08/23/2019	190823155	8045	STADEL, ROBERT W	32.32-
08/23/2019	190823156	8050	ULRICH, CHERYL A	32.32-
08/23/2019	190823157	8062	BOECKERS, DUANE J	32.32-
08/23/2019	190823158	7	DEFERRED COMP	30,763.26-
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08/23/2019	190823161	2	WISCONSIN DEPT OF REVENU	14,669.81-

Check Issue Date	Check Number	Payee ID	Payee	Amount
Grand Totals:				
	169			326,970.36-

Town of Grand Chute Special Exception Amendment Request The Lamar Company Green Bay

To: Plan Commission

From: Robert Buckingham, Community Development Director

Date: August 12, 2019

Address: 1911 W. Wisconsin Avenue

App. #: SEA1-01-14

REQUEST

1. **Proposed Use:** Continued use as off-premises advertising sign (billboard).
2. **Project Description:** Replace westbound viewed static billboard with a digital billboard previously approved at another location.
3. **Plat/CSM Accurate parcel lines/lot recorded:** Yes.

ANALYSIS

In 2014, the sign structure at this location was approved for a digital billboard on one side (eastbound view), with an existing static billboard remaining on the other side (westbound view). At the same time, a digital billboard was approved for placement on a sign structure at 710 N. Bluemound Drive. Since that time, the applicant has determined a need to adjust this arrangement by relocating the digital billboard from Bluemound Drive to Wisconsin Avenue. After this change, the number of static and digital billboards between these two locations remains the same at two of each type. The change is that Wisconsin Avenue now has digital billboards on both sides, while Bluemound Drive has static billboards on both sides. The relocated digital billboard meets all of the operational requirements of the Sign Code. A photometric plan for the sign was previously approved. Mitigation requirements were previously completed when the digital billboard was approved at Bluemound Drive.

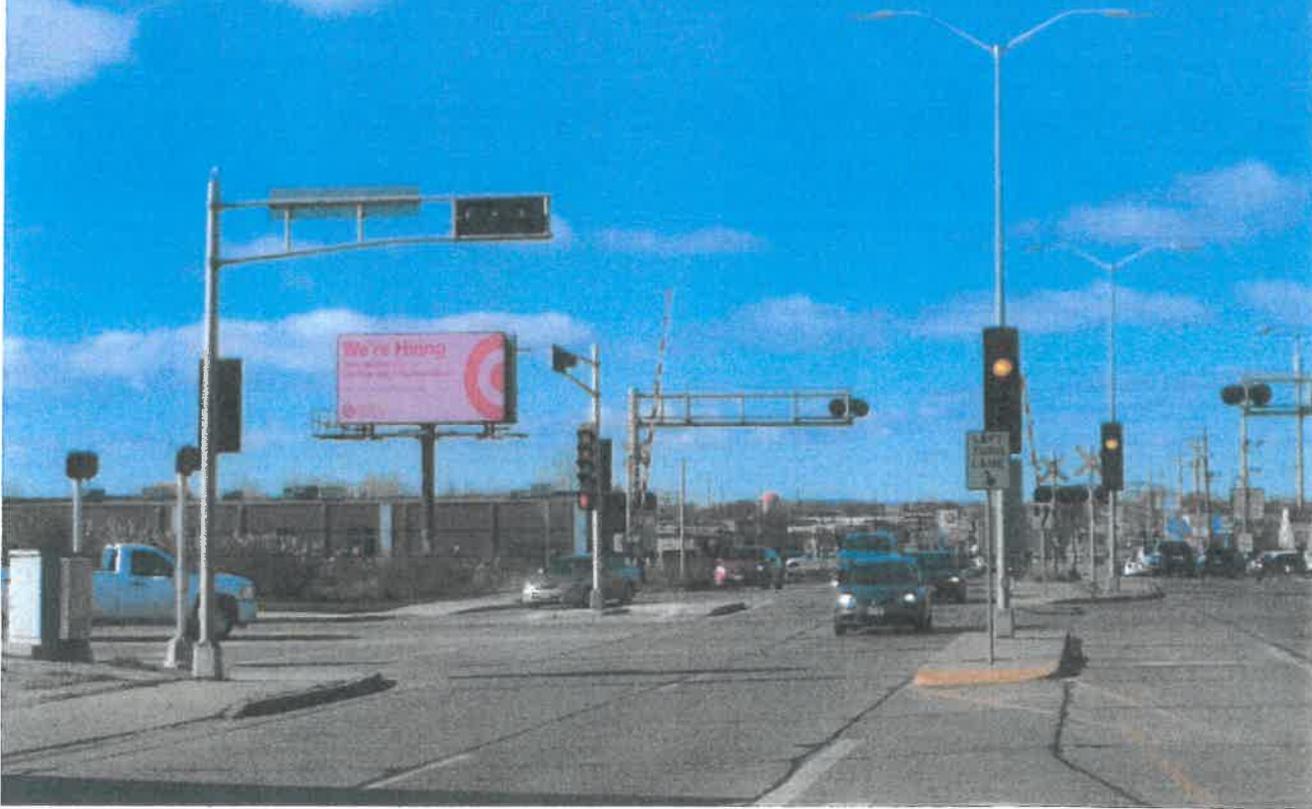
FINDINGS OF FACT IN GRANTING OF A SPECIAL EXCEPTION

- a. **The establishment, maintenance or operation of the proposed Special Exception use or structure at the proposed location will not be detrimental or injurious to the use and enjoyment of existing uses on adjacent properties or properties in the vicinity.** *Found.*
- b. **The establishment, maintenance or operation of the proposed Special Exception use or structure, alone or in combination with other existing Special Exception uses and structures in the vicinity will not cause traffic hazards.** *Found.*
- c. **Adequate provision is made for surface water drainage, ingress and egress to the property, and off-street parking.** *NA.*
- d. **Adequate public facilities and services are available for the proposed Special Exception use of structure.** *Found.*

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Special Exception Amendment (SEA1-01-14) requested by The Lamar Company Green Bay, to allow operation of a digital billboard at 1911 W. Wisconsin Avenue that was previously approved for operation at another location.

1911 W. WISCONSIN AVE. NEW DIGITAL BILLBOARD



Location # 1

Grand Chute

N Lyndonville St

N Lyndonville St



N Wisconsin St

Google

Map data ©2019

Advertising Strengths: Located on the West side of Appleton. It is positioned on one of Appleton's major cross streets that runs North/South, near many of the cities major businesses and local restaurants. Minutes away from the the Fox River Mall and Interstate 41 access.

Market: FOX CITIES
Panel: 51082 [Video drive-by](#)

TAB Unique ID: 30650067
Location: 1903 W WISCONSIN AVE 150 FT W/O BADGER

Lat/Long: 44.2730/-88.4364

Media/Style: Poster/Digital

***Weekly Impressions:** 13493 *per spot*

Panel Size: 10' 0" x 21' 0" [Spec Sheet](#)

Facing/Read: East/Left

of slots: 6

Dwell Time: 8

*Impression values based on: 18+ yrs

LAMAR

Green Bay

800-339-5744

Physical Address: 1800 Scheuring Rd Suite C, De Pere, WI 54115
 Mailing Address: PO Box 5846, De Pere, WI 54115

1911 W. WISCONSIN AVE. EXISTING DIGITAL BILLBOARD

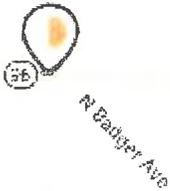


Location # 2

Grand Chute

N Grand Chute Dr

N Grand Chute Dr



N Wisconsin St

Google

Map data ©2019

Advertising Strengths: Located on the west side of Appleton. It is positioned in a high traffic area on Wisconsin Avenue, near many of the city's major businesses and local restaurants. It is minutes away from the Fox River Mall and Interstate 41 access.

Market: FOX CITIES
Panel: 51201 [Video drive-by](#)

TAB Unique ID: 30650071
Location: 1903 W WISCONSIN AVE 150 FT W/O BADGER

Lat/Long: 44.2730/-88.4364

Media/Style: Poster/Digital

***Weekly Impressions:** 34340 *per spot*

Panel Size: 10' 0" x 21' 0" [Spec Sheet](#)

Facing/Read: West/Right

of slots: 6

Dwell Time: 8

*Impression values based on: 18+ yrs

LAMAR

Green Bay

800-339-5744

Physical Address: 1800 Scheuring Rd Suite C, De Pere, WI 54115
Mailing Address: PO Box 5846, De Pere, WI 54115

Town of Grand Chute Special Exception Amendment Request The Lamar Company Green Bay

To: Plan Commission

From: Robert Buckingham, Community Development Director

Date: August 12, 2019

Address: 710 N. Bluemound Drive **App. #: SEA1-03-14**

REQUEST

1. **Proposed Use:** Continued use as off-premises advertising sign (billboard).
2. **Project Description:** Installation of a static billboard at a location previously approved for a digital billboard.
3. **Plat/CSM Accurate parcel lines/lot recorded:** Yes.

ANALYSIS

In 2014, the sign structure at this location was approved for a digital billboard on one side (northbound view), with an existing static billboard remaining on the other side (southbound view). Since that time, the applicant has determined a need to adjust this arrangement by relocating the digital billboard from Bluemound Drive to a sign structure at 1911 W. Wisconsin Avenue, and installing a second static billboard at Bluemound Drive. After this change, the number of static and digital billboards between these two locations remains the same at two of each type. The change is that Wisconsin Avenue now has digital billboards on both sides, while Bluemound Drive has static billboards on both sides. The added static billboard at Bluemound Drive meets all Sign Code requirements. No mitigation is required for a static billboard.

FINDINGS OF FACT IN GRANTING OF A SPECIAL EXCEPTION

- a. **The establishment, maintenance or operation of the proposed Special Exception use or structure at the proposed location will not be detrimental or injurious to the use and enjoyment of existing uses on adjacent properties or properties in the vicinity. Found.**
- b. **The establishment, maintenance or operation of the proposed Special Exception use or structure, alone or in combination with other existing Special Exception uses and structures in the vicinity will not cause traffic hazards. Found.**
- c. **Adequate provision is made for surface water drainage, ingress and egress to the property, and off-street parking. NA.**
- d. **Adequate public facilities and services are available for the proposed Special Exception use of structure. Found.**

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Special Exception Amendment (SEA1-03-14) requested by The Lamar Company Green Bay, to allow to allow installation of a static billboard at 710 N. Bluemound Drive in a location that was previously approved for a digital billboard.

710 N. BLUEMOUND DR. NEW STATIC BILLBOARD



Location # 2



Market:	FOX CITIES
Panel:	32073
TAB Unique ID:	30803509
Location:	Blumound Dr. S/O W. Wisconsin Ave.
Lat/Long:	44.2690/-88.4557
Media/Style:	Poster/Retro
*Weekly Impressions:	21617
Panel Size:	10' 6" x 22' 9" Spec Sheet
Vinyl Size:	10' 6.5" x 22' 9.5"
Facing/Read:	South/Right
Illuminated:	YES
Current Advertiser:	FELDCO WINDOWS, SIDING & DOORS

*Impression values based on: 18+ yrs



Green Bay

800-339-5744

Physical Address: 1800 Scheuring Rd Suite C, De Pere, WI 54115
Mailing Address: PO Box 5846, De Pere, WI 54115

**Town of Grand Chute
Special Exception Amendment Request
The Lamar Company Green Bay**

To: Plan Commission
From: Robert Buckingham, Community Development Director
Date: August 12, 2019
Address: 1280 S. Van Dyke Road **App. #: SEA1-04-14**

REQUEST

- 1. Proposed Use:** Continued use as off-premises advertising sign (billboard).
- 2. Project Description:** Installation of a digital billboard on the opposite side of the sign structure it was approved at.
- 3. Plat/CSM Accurate parcel lines/lot recorded:** Yes.

ANALYSIS

In 2014, the sign structure at this location was approved for a digital billboard on one side (northbound view), with an existing static billboard remaining on the other side (southbound view). Since that time, the applicant has determined a need to flip this placement so that the digital billboard is viewed from southbound traffic, while the static sign is viewed from northbound traffic. All code requirements continue to be met after this exchange in placement of the existing billboards on this sign structure. No mitigation is required.

FINDINGS OF FACT IN GRANTING OF A SPECIAL EXCEPTION

- a. The establishment, maintenance or operation of the proposed Special Exception use or structure at the proposed location will not be detrimental or injurious to the use and enjoyment of existing uses on adjacent properties or properties in the vicinity. Found.**
- b. The establishment, maintenance or operation of the proposed Special Exception use or structure, alone or in combination with other existing Special Exception uses and structures in the vicinity will not cause traffic hazards. Found.**
- c. Adequate provision is made for surface water drainage, ingress and egress to the property, and off-street parking. NA.**
- d. Adequate public facilities and services are available for the proposed Special Exception use of structure. Found.**

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Special Exception Amendment (SEA1-04-14) requested by The Lamar Company Green Bay, to allow installation of a digital billboard at 1280 S. Van Dyke Road that was previously approved for operation on the opposite side of the sign structure at this location.

1280 S. VAN DYKE RD DIGITAL BILLBOARD - SOUTHBOUND



Location # 4



Advertising Strengths: Targeting traffic and commuters between Appleton and Neenah/Menasha/Oshkosh: It is positioned to hit travelers going to the Fox River Mall and local restaurants.

Market: FOX CITIES
Panel: 40182 [Video drive-by](#)

TAB Unique ID: 30650061
Location: W/S INTERSTATE 41 3000 FT S/O COLLEGE AVE.

Lat/Long: 44.2507/-88.4671
Media/Style: Permanent Bulletin/Digital

***Weekly Impressions:** 196190 *per spot*
Panel Size: 14' 0" x 48' 0" [Spec Sheet](#)

Facing/Read: North/Right

of slots: 8

Dwell Time: 8

*Impression values based on: 18+ yrs



Green Bay

800-339-5744

Physical Address: 1800 Scheuring Rd Suite C, De Pere, WI 54115
Mailing Address: PO Box 5846, De Pere, WI 54115

1280 S. VAN DYKE RD. STATIC BILLBOARD - NORTHBOUND



Location # 3



Advertising Strengths: This high profile bulletin is located in the heart Appleton. It is located on the busiest stretch of Interstate 41 in the Fox Valley. It is positioned to hit travelers heading south from Appleton to Menasha/Neenah and Oshkosh. It is located near many restaurants, hotels and shopping.

Market: FOX CITIES
Panel: 1597 [Video drive-by](#)

TAB Unique ID: 30657025
Location: W/S INTERSTATE 41, 3000' S/O COLLEGE AVENUE
Lat/Long: 44.2507/-88.4671
Media/Style: Permanent Bulletin/**Regular**
***Weekly Impressions:** 235136
Panel Size: 14' 0" x 48' 0" [Spec Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: **South/Left**
Illuminated: YES
Current Advertiser: FROEDTERT & MEDICAL COLLEGE OF WI

*Impression values based on: 18+ yrs



Green Bay

800-339-5744

Physical Address: 1800 Scheuring Rd Suite C, De Pere, WI 54115
Mailing Address: PO Box 5846, De Pere, WI 54115

**Town of Grand Chute
Certified Survey Map Review
Cypress Homes, Inc.**

To: Plan Commission

From: Robert Buckingham, Community Development Director

Date: August 27, 2019

Address: 1735 W. Evergreen Drive

App. #: CSM-18-19

REQUEST

This CSM replaces two existing parcels with three revised parcels, and dedicates right-of-way for the extension of W. Evergreen Drive across the property. Because of the R/W dedication, this CSM needs Plan Commission and Town Board approval.

ANALYSIS

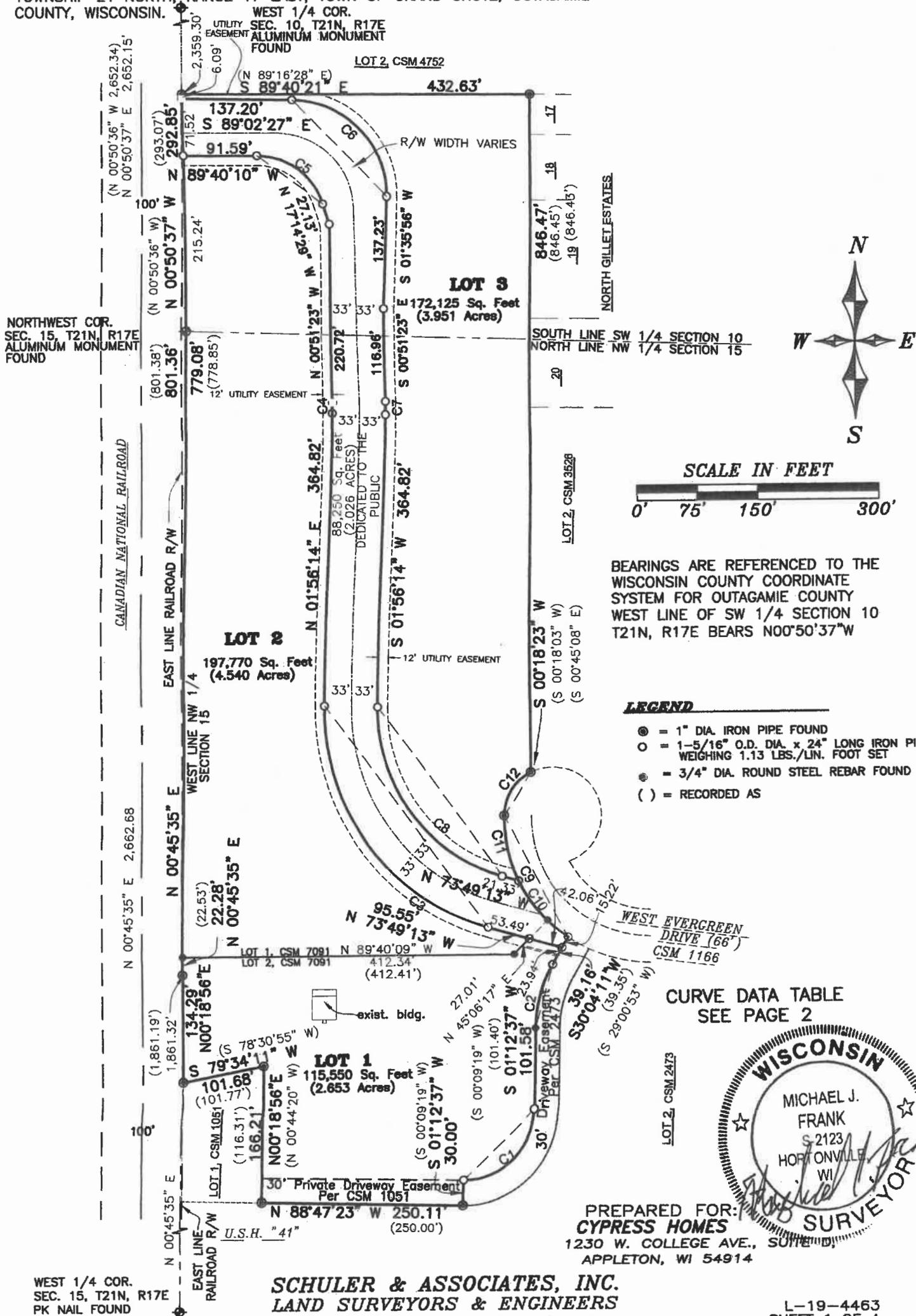
The applicant and the Town are working in partnership for the extension of Evergreen Drive (by the Town) and development of a multifamily residential project on the abutting lands (by the applicant). Concurrent with this platting and road dedication, the Town is proceeding with the vacation and discontinuance of the existing Evergreen Drive cul-de-sac immediately east of the subject property. The extension of Evergreen Drive across the property will enable the Town to construct a railroad crossing and then extend the road further west to intersect with Grand Chute Blvd. Ultimately, there will be a continuous access road paralleling I-41, from Capitol Drive to Ballard Road. All code requirements are met with this request.

RECOMMENDATION

Staff has reviewed and supports a Plan Commission recommendation for approval of the Certified Survey Map (CSM-18-19) requested by Cypress Homes, Inc. for a three-lot CSM with roadway dedication at 1735 W. Evergreen Drive.

CERTIFIED SURVEY MAP NO. 7091

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7091, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL BEING IN TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.





AGENDA REQUEST
9/3/2019

TOPIC: Approve the Development Agreement with Cypress Homes, Inc., regarding installation of off-site public infrastructure improvements on West Evergreen Drive.

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

ISSUE: Approval of the Development Agreement.

BACKGROUND/ANALYSIS: Cypress Homes owns the former driving range property west of the cul-de sac terminus of Evergreen Drive. Cypress is preparing the land for development of a multifamily residential project. The Town is planning the extension of Evergreen Drive across the Cypress development, which will enable this road to extend over the railroad and west to intersect with Grand Chute Blvd. The proposed Development Agreement memorializes the undertakings of both parties in building the road and completing the residential development. The Agreement is modeled off a similar form that produced successful outcomes with Navitus (2012) and Costco (2015). Cypress agrees to dedicate the right-of-way for Evergreen Drive at no cost to the Town and allows storm runoff from the new road to drain to Cypress's private stormwater pond (at no cost to the Town). The Town agrees to build Evergreen Drive (funded by Tax Increment District No. 2) with no assessment due from Cypress if the multifamily development is substantially completed within 36 months of building permit issuance. If this timeframe is not met, the Town has the right to impose a spring-back assessment on Cypress to recover the infrastructure costs attributable to its property. The Agreement also prescribes specific limits on Cypress's ability to challenge the assessed value assigned to its property.

RECOMMENDATION: Staff recommends Town Board approval of the Development Agreement with Cypress Homes, Inc., regarding installation of off-site public infrastructure improvements on West Evergreen Drive.

FISCAL IMPACT: CIP

Tax Increment District No. 2 funding.

ATTACHMENTS: Development Agreement.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
CYPRESS HOMES, INC. AND
THE TOWN OF GRAND CHUTE, WISCONSIN**

This Agreement (the “**Agreement**”) is made effective as of the _____ day of _____, 2019, by and between Cypress Homes, Inc., a Wisconsin corporation (“**Cypress**”), and the Town of Grand Chute, Wisconsin (the “**Town**”).

RECITALS

WHEREAS, as of the date hereof, Cypress is the owner of certain real property located in the Town of Grand Chute, Wisconsin, described as Lots 1, 2 and 3 of Certified Survey Map No. _____, recorded on _____ with the Outagamie County Register of Deeds as Document Number _____ attached hereto as **Exhibit A** (the “**Property**”).

WHEREAS, Cypress wishes to construct a residential community consisting of approximately 70 townhomes, featuring 3 bedroom/1.5 bath units of 1,400 square feet in size, with attached garages, (the “**Development**”) on the Property, substantially in accordance with the site plan pending approval by the Town of Grand Chute Plan Commission and attached hereto as **Exhibit B**.

WHEREAS, in part to facilitate the development of the Property by Cypress, the Town will complete construction of certain off-site infrastructure improvements in the public right-of-way of W. Evergreen Drive extended, said improvements to include a permanent road with curb and gutter, streetlights, water mains, sanitary sewers, storm water sewers, and a public pedestrian/bicycle trail (collectively, the “**Off- Site Improvements**”), as further described herein.

WHEREAS, the Town has determined that the Development of the Property will strengthen the economic well-being of the entire community by creating new tax base and providing quality housing options.

WHEREAS, Cypress and the Town wish to address certain aspects related to the completion of, and payment for the Off-Site Improvements.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following Terms and Conditions as follows:

TERMS AND CONDITIONS

1. **Construction of Off-Site Improvements.**
 - (a) **Phase 1 - Water and Sanitary Sewer.** The Town will complete construction of water mains and sanitary sewer lines running along or under W. Evergreen Drive

as it extends along the frontage of the Property. Such mains and lines will provide sufficient capacity to support the planned development of the Property, and such capacity shall be permanently allocated to the Property; however, to the extent the Town design includes excess capacity beyond the needs of the Property the Town may permit other users of these mains to the extent of such excess capacity. Included in such construction will be water and sanitary sewer laterals from the mains to the right-of-way line abutting each residential building in the Development. Construction of such mains and lines shall be completed on or before June 30, 2020. Such work shall include any and all work incidental to the installation of the water mains and sanitary sewer lines, including grading and filling.

(b) **Phase 2 - W. Evergreen Drive Storm Sewer and Road Extension.** The Town will complete the construction of storm sewer lines running along or under W. Evergreen Drive as it extends along the frontage of the Property. Such lines will provide sufficient capacity to support the planned development of the Property, and such capacity shall be permanently allocated to the Property; however, to the extent the Town design includes excess capacity beyond the needs of the Property the Town may permit other users of these mains to the extent of such excess capacity. The Town will complete construction of the road depicted in the attached **Exhibit C** (“**Evergreen Drive**”). Such work shall include any and all work incidental to constructing an urban section along the frontage of the Property, including, but not limited to grading and filling, gravel base, bituminous pavement, curb and gutter, terrace landscaping, pedestrian/bicycle trail, streetlights, and traffic signage. Construction of such storm sewer lines and road extension shall be completed on or before June 30, 2021.

(c) **Special Assessments for Off-Site Improvements.** The Town shall complete the design and construction of the Off-Site Improvements at no cost or expense to Cypress. The Town shall not, now or in the future, assess any costs associated with the design or construction of the Off-Site Improvements against the Property, or seek to recoup such costs from Cypress or subsequent owners of the Property in any other manner. One exception to the provisions of this paragraph under which special assessments may be imposed against Cypress’s property are set forth in paragraph 2 below. Nothing here precludes future special assessments for maintenance, repair, replacement, or reconstruction of off-site improvements after initial installation has been completed at Town expense, which is an additional exception to the restriction against special assessments set forth above.

(d) **Force Majeure.** All time limits for completion of work by the Town may be reasonably extended for reasons based upon Force Majeure defined below.

2. **Intent to Build/Special Assessments/Consent and Waiver.** Cypress shall substantially complete construction of the Development within thirty-six (36) months (subject only to Force Majeure events defined below) following the Town’s issuance to Cypress of a building permit for the Development, which shall not be more than twelve (12) months following the execution of this Agreement (subject only to Force Majeure events). The term “substantially complete” means that a minimum of 64 of 70 total units shall be fully constructed to a point ready for occupancy. If Cypress does *not* substantially complete construction within the timeframe set forth herein, the Town’s sole and exclusive remedy for such failure will be to subject the Property to one or more special assessments for public improvements benefitting the Property, which consists of the Off-Site Improvements which are the Town’s obligations under

this Agreement (the “**Spring-Back Assessment**”), authorized by § 66.0703 Wis. Stats., and detailed as follows:

(a) Cypress shall be obligated, as part of the taxes thereafter imposed on the Property, to repay the Town 50% of the Town’s actual costs to construct the Off-Site Improvements, not to exceed \$700,000.00, together with interest on said amount equal to the Town’s actual rate to borrow funds, but in any event at a rate not to exceed 3.50%, accruing from the date of completion of the Off-Site Improvements.

(b) The Spring-Back Assessment shall be payable over ten (10) years, with 1/10 of the actual costs of the Off-Site Improvements plus interest being due each year the Spring-Back Assessment is levied. The Spring-Back Assessment may be prepaid in whole or in part at any time, without premium or penalty. The Spring-Back Assessment will be duly full and payable for any portion of the property sold or transferred by Cypress upon sale or transfer.

(c) The Town’s Spring-Back Assessment (and all future corresponding repayment of Spring-Back Assessment obligations of Cypress) shall terminate, upon substantial completion of the Development, if Cypress substantially completes construction of the Development at any time within thirteen (13) years of the building permit issuance (subject to Force Majeure), for which a reasonable extension will be granted for completion equal to the time that Force Majeure prohibited timely performance by Cypress. Spring-Back Assessment charges imposed and accrued but not yet paid, and payments made by Cypress on such Assessments, accrued or paid to the date of substantial completion of the Development, are not subject to cancelation or refund by the Town for Cypress’s benefit. Restrictions against special assessments in this section apply only to the initial construction cost of the Off-Site Improvements described herein and not to future repairs, improvements, or replacements normally subject to special assessments to abutting property owners under Town policy in WI law. Unpaid assessments accrued to the date of substantial completion of the Development will be prorated based upon the number of days elapsed from January 1 to the date of substantial completion of the Development, for the year substantial completion of the Development occurs, to determine the amount of Spring-Back Assessments payable by Cypress to the Town for that partial year. This prorated amount of principal and interest, accrued to the date of substantial completion, will be added to the tax bill for the calendar year of substantial completion, and shall be payable in accordance with standard real estate tax bill payment due dates.

(d) Cypress, as owner of the Property, hereby consents to the imposition of the Spring-Back Assessment set forth herein and hereby waives all formal statutory notice, reports and procedures normally required under Wisconsin Statutes and Town Ordinances, and further acknowledges that such special assessments will become a lien on the Property in accordance with Wisconsin law.

3. **Assessment Valuation Challenges**. The Parties agree that, except as expressly and specifically stated below, in no event shall Cypress have any limitations on its rights to contest, challenge or protest real estate taxes assessed or imposed against the Property and/or the Development; notwithstanding the foregoing, Cypress agrees to limit challenges within the first three (3) tax years following the execution of this Agreement to assessed value as determined by the local assessing authority provided that such assessed value does not exceed 115% of standard

costs for the Property and/or Development as determined by Marshall & Swift. Cypress may attend and fully participate in Open Book and Board of Review meetings to dispute assessed values during said three (3) years, but may not appeal from their ruling. No restrictions to legal challenge shall be in place after the expiration of this limit period; provided however, that during the two (2) tax years following the initial three (3) tax years described above, Cypress shall not challenge the assessed value of the Property to allow less than 100% of standard costs for the Property and/or Development as determined by Marshall & Swift.

4. **Off-Site Improvement Funds.** The Town hereby represents and warrants that it has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Town according to the terms hereof.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective officers, directors, members, partners, heirs, devisees, personal representatives, successors and assigns.

6. **Time of Essence.** Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

7. **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by a party, said party shall neither be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party.

9. **Recording/Order of Recording.** A memorandum of this Agreement shall be recorded with the Register of Deeds for Outagamie County prior to the recording of any mortgage or other lien against the Property by Cypress.

10. **Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

11. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Any executed counterpart hereof delivered by facsimile or as a "pdf" attachment to electronic mail or similar shall have the effect of an original, executed instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TOWN OF GRAND CHUTE

By:

Name: David Schowalter

Title: Town Chairman

CYPRESS HOMES, INC.

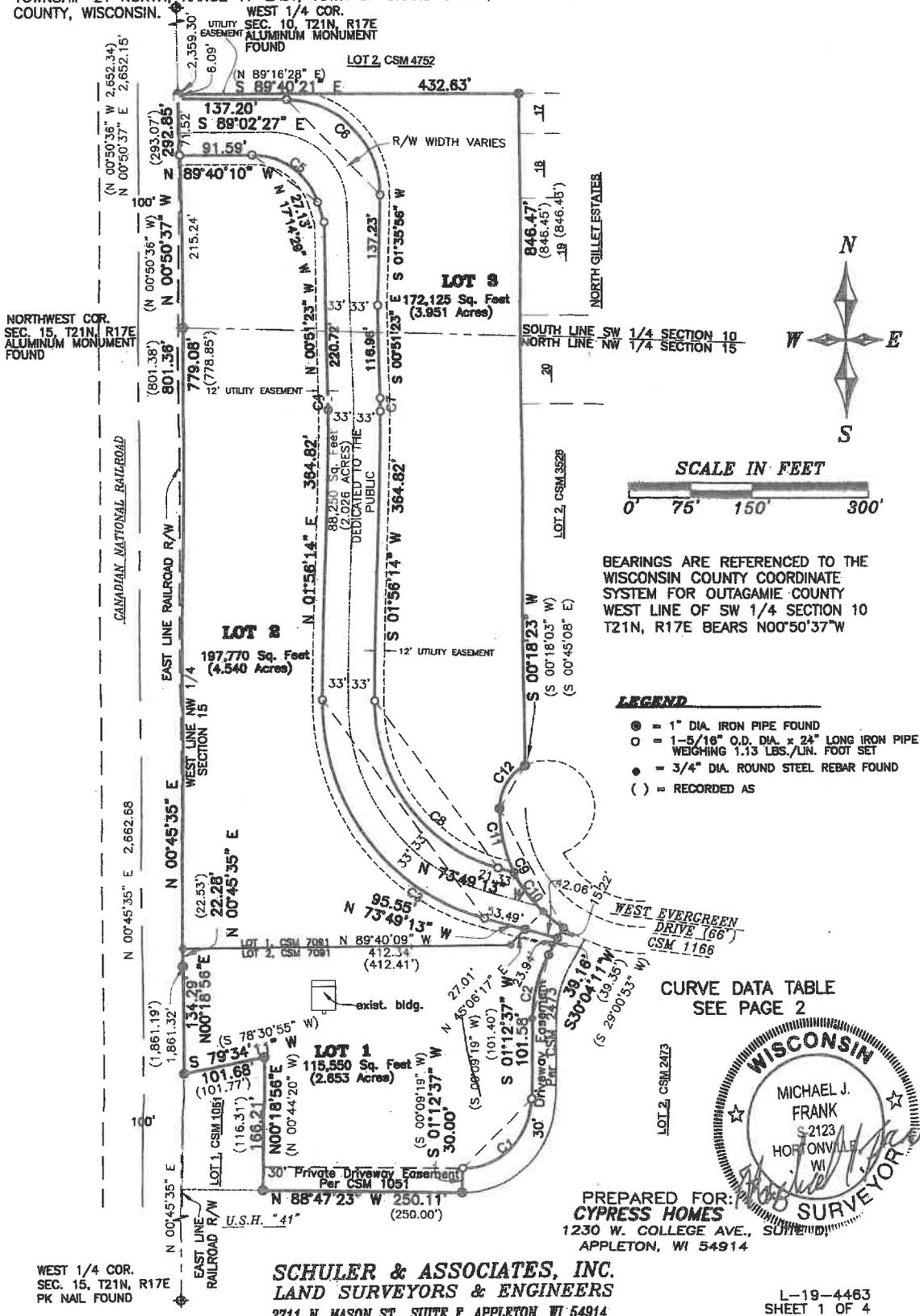
By:

Name:

Title:

CERTIFIED SURVEY MAP NO. 7091

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7091; BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL BEING IN TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM FOR OUTAGAMIE COUNTY WEST LINE OF SW 1/4 SECTION 10 T21N, R17E BEARS N00°50'37"W

- LEGEND**
- ⊙ = 1" DIA. IRON PIPE FOUND
 - = 1-5/16" O.D. DIA. x 24" LONG IRON PIPE WEIGHING 1.13 LBS./LIN. FOOT SET
 - = 3/4" DIA. ROUND STEEL REBAR FOUND
 - () = RECORDED AS

CURVE DATA TABLE
SEE PAGE 2



PREPARED FOR:
CYPRESS HOMES
1230 W. COLLEGE AVE., SUITE 100
APPLETON, WI 54914

SCHULER & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
2711 N. MASON ST., SUITE F, APPLETON, WI 54914

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7091, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL BEING IN TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MICHAEL J. FRANK, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED UNDER THE DIRECTION OF THE OWNERS OF SAID LAND, ALL OF LOTS ONE (1) AND TWO (2) OF CERTIFIED MAP NO. 7091 AS RECORDED IN VOLUME 42 OF CERTIFIED SURVEY MAPS ON PAGE 7091 AS DOCUMENT NO. 2059779, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 10 AND PART OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, ALL BEING IN TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 00 DEGREES 50 MINUTES 37 SECONDS WEST (RECORDED AS NORTH 00 DEGREES 50 MINUTES 36 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 292.85 FEET (RECORDED AS 293.07 FEET); THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT ONE (1), A DISTANCE OF 432.63 FEET; THENCE SOUTH 90 DEGREES 18 MINUTES 23 SECONDS WEST (RECORDED AS SOUTH 00 DEGREES 18 MINUTES 03 SECONDS WEST), ALONG THE EAST LINE OF SAID LOT ONE (1), A DISTANCE OF 846.47 FEET (RECORDED AS 846.45 FEET); THENCE SOUTHWESTERLY ALONG THE RIGHT-OF-WAY LINE OF WEST EVERGREEN DRIVE, 66.22 FEET (RECORDED AS 66.24 FEET) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS SOUTH 31 DEGREES 56 MINUTES 46.5 SECONDS WEST 62.91 FEET (RECORDED AS SOUTH 31 DEGREES 57 MINUTES 25 SECONDS WEST 62.92 FEET); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE 177.47 FEET (RECORDED AS 177.45 FEET) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 183.00 FEET AND A CHORD THAT BEARS SOUTH SOUTH 27 DEGREES 27 MINUTES 09.5 SECONDS EAST 170.60 FEET (RECORDED AS SOUTH 27 DEGREES 26 MINUTES 58 SECONDS EAST 170.58 FEET); THENCE SOUTH 30 DEGREES 04 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT TWO (2), A DISTANCE OF 39.16 FEET (RECORDED AS 39.35 FEET); THENCE SOUTHERLY 83.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET AND A CHORD THAT BEARS SOUTH 15 DEGREES 38 MINUTES 24 SECONDS WEST 82.23 FEET; THENCE SOUTH 01 DEGREE 12 MINUTES 37 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF 101.58 FEET (RECORDED AS 101.40 FEET); THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT TWO (2), A DISTANCE OF 133.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET AND A CHORD THAT BEARS SOUTH 46 DEGREES 12 MINUTES 37 SECONDS WEST 120.21 FEET; THENCE SOUTH 01 DEGREE 12 MINUTES 37 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF 30.00 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 250.11 FEET (RECORDED AS 250.00 FEET); THENCE NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT TWO (2), A DISTANCE OF 166.21 FEET (RECORDED AS 166.31 FEET) THENCE SOUTH 79 DEGREES 34 MINUTES 11 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT TWO (2), A DISTANCE OF 101.65 FEET (RECORDED AS 101.77 FEET); THENCE NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT TWO (2), A DISTANCE OF 134.29 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 779.08 FEET (RECORDED AS 778.85 FEET TO THE POINT OF BEGINNING, CONTAINING 573,695 SQUARE FEET (13.170 ACRES), MORE OR LESS AND SUBJECT TO ALL EASEMENTS, AND RESTRICTIONS OF RECORD.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF GRAND AND OUTAGAMIE COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 12th DAY OF August, 2019
Michael J. Frank
 MICHAEL J. FRANK
 WISCONSIN PROFESSIONAL LAND SURVEYOR S-2123



CURVE DATA TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	90°00'00"	N46°12'37"E	85.00'	133.52'	120.21'	S88°47'23"E	N 01°12'37"E
C1		N45°09'19"E				(N89°50'41"E)	(N 00°09'19"E)
C2	28°51'34"	N15°38'24"E	165.00'	83.11'	82.23'	N01°12'37"E	N 30°04'11"E
C2		(N14°35'06"E)				(N00°09'19"E)	(N 29°00'53"E)
C3	75°45'27"	N35°56'29.5"W	279.00'	368.90'	342.61'	N73°49'13"W	N 01°56'14"E
C4	02°47'37"	N00°32'25.5"E	271.00'	13.21'	13.21'	N01°56'14"E	N 00°51'23"W
C5	72°25'41"	N53°27'19.5"W	85.70'	108.36'	101.29'	N17°14'29"W	N89°40'10"W
C6	90°38'23"	S43°43'15.5"E	118.28'	187.08'	168.18'	S69°02'27"E	S01°35'56"W
C7	02°47'37"	S00°32'25.5"W	337.00'	16.43'	16.43'	S00°51'23"E	S01°56'14"W
C8	75°45'27"	S35°56'29.5"E	213.00'	281.63'	261.56'	S01°56'14"W	S73°49'13"E
C9	55°33'57"	N27°27'09.5"W	183.00'	177.47'	170.60'	N55°14'08"W	N00°19'49"E
C9		(N27°26'58"W)		(177.45')	(177.58')		
C10	29°30'35"	N40°28'50.5"W	183.00'	94.25'	93.21'	N55°14'08"W	N25°43'33"W
C11	26°03'22"	N12°41'52"W	183.00'	83.22'	82.51'	N25°43'33"W	N00°19'49"E
C12	63°13'55"	N31°56'46.5"E	60.00'	66.22'	62.91'	N00°19'49"E	N63°33'44"E
		(N31°57'25"E)		(66.24')	(62.92')		

CERTIFIED SURVEY MAP NO. _____
ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 7091, BEING PART OF
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 AND PART OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL BEING IN
TOWNSHIP 21 NORTH, RANGE 17 EAST, TOWN OF GRAND CHUTE, OUTAGAMIE
COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

WOLF RIVER COMMUNITY BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP, AND DOES HEREBY CONSENT TO THE CERTIFICATE OF CYPRESS HOMES, INC., OWNER.

IN WITNESS WHEREOF, THE SAID WOLF RIVER COMMUNITY BANK, HAS CAUSED THESE PRESENTS TO

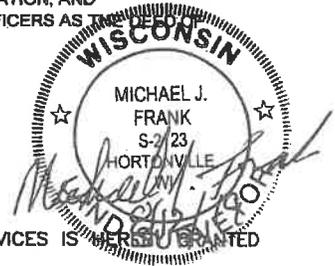
BE SIGNED BY _____, ITS _____, AND
COUNTERSIGNED BY _____, ITS _____ AT,
_____, WISCONSIN, THIS _____ DAY OF _____, 2019

STATE OF WISCONSIN)
ss.
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019

AND _____ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH
AND _____ OF SAID CORPORATION, AND
ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE SAID
SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, _____ WISCONSIN
MY COMMISSION EXPIRES _____



AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES IS HEREBY GRANTED
BY CYPRESS HOMES, INC., GRANTOR, TO

TO WISCONSIN ELECTRIC POWER COMPANY, AND WISCONSIN GAS, LLC, WISCONSIN CORPORATIONS
DOING BUSINESS AS WE ENERGIES, GRANTEE,
WISCONSIN BELL, INC. D/B/A AT&T, A WISCONSIN WISCONSIN CORPORATION, GRANTEE, AND
TIMEWARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN
AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND
UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL
GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY
HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN
WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY
DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH
THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE
OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM
OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE
RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH
PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS
NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE
GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL
INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES. NATURAL GAS
FACILITIES OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH
MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL
NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINE
MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER
INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE
ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS,
SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MICHAEL BLANK, PRESIDENT



AGENDA REQUEST
9/3/2019

TOPIC: Approve a budget adjustment for storm grinding services in the amount of \$15,860.

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

ISSUE: The trees and brush from the July 20, 2019 storm that were collected by Public Works crews were primarily hauled to a stockpile just west of Fire Station #1. The trees and brush need to be ground and disposed of by contractual services as Town forces do not have the proper equipment or crew availability to handle the brush pile.

BACKGROUND/ANALYSIS:
Two quotes were received to grind and dispose of the current brush stockpile from the July 20, 2019 storms:

1. TLB Wood Products = \$15,860: Estimated cost includes splitting large logs, grinder with excavator and operator for loading, mobilization, fuel, and removal of mulch.
2. MJB Industries = \$15,000: Estimated cost includes grinder with operator, mobilization, and fuel.

While the estimated cost for MJB Industries is slightly lower it does not include an excavator for loading the grinder or guaranteed removal of any or all of the mulch after processing. With the TLB process the Town would only have to provide a loader and operator during the grinding operation, but with the MJB process the Town would have to provide an excavator with operator in addition to the loader and operator during the approximately 3 day process.

RECOMMENDATION: Staff recommends a budget adjustment of \$15,860.00 decreasing the Contingency Fund 10-19-59900-390 and increasing Public Works Contractual Services 10-14-53311-290 for storm grinding services utilizing TLB Wood Products.

FISCAL IMPACT: OTHER FUNDING
The July 20, 2019 storm was an unexpected event that the 2019 Public Works Budget did not allow for. The current contingency balance is \$100,312.34 for 2019. If either State or Federal emergency management thresholds are met the Town will be eligible for reimbursement of a majority of the cost.

ATTACHMENTS: Attachment No. 1 - TLB Wood Products quote/email
Attachment No. 2 - MJB Industries quote/email

Katie A. Schwartz

From: Todd W. Prah
Sent: Monday, August 19, 2019 10:36 AM
To: Katie A. Schwartz
Subject: FW: Grand Chute

Importance: High

FYI

From: Doug Olson <Doug@tlbcompanies.com>
Sent: Monday, August 19, 2019 10:29 AM
To: Todd W. Prah <Todd.Prah@grandchute.net>
Subject: RE: Grand Chute
Importance: High

Todd,

See below, with break out on original message.

If hours come in lower we will only charge for hours used. We work hard, quickly, safely and fair....we want you to get value for the money spent. Any questions let me know.

Respectfully I close,

Doug

Doug Olson
President
TLB Wood Products, LLC & TLB Transit, Inc.
Seymour, WI 54165
(920) 833-9031 Office
(920) 469-1669 Cell
doug@TLBCompanies.com

The logo for TLB, consisting of the letters 'TLB' in a bold, stylized, black font with a slight shadow effect.

<http://www.tlbcompanies.com/>

From: Todd W. Prah <Todd.Prah@grandchute.net>
Sent: Monday, August 19, 2019 9:43 AM
To: Doug Olson <Doug@tlbcompanies.com>
Subject: RE: Grand Chute

Can you break down the cost thanks.

From: Doug Olson <Doug@tlbcompanies.com>
Sent: Friday, August 16, 2019 10:20 AM
To: Todd W. PrahI <Todd.PrahI@grandchute.net>
Cc: Doug Olson <Doug@tlbcompanies.com>
Subject: RE: Grand Chute

Yes Todd,

Estimate is as follows;

- \$14,375= \$625 /hr (\$525 grinder/hr and \$100 Excavator/hr) X 23
 - o ~23 hours grinding based on pile size and logs w/ B66 1000HP Grinder, Excavator and Operator
 - Support of loader from City of Grand Chute for Bushing pile and material while grind is on going
- \$900 = \$150/hr *X 6 hours
 - o ~6 hours splitting all large logs with skid steer splitter and operator
- \$585 = Move/ load and unload both over weight and over size Grinder and Excavator to and From Site, also move Splitting Skid Steer to and From Site (Only charging one hour per piece, Minimum is usually two hours)
 - o Moving all Equipment to and From Site
- NO CHARGE for Grand Chute
 - o Removal in fall of ALL material via Semi truck and Front end loader w/ high tip bucket, ~32 loads at ~110 yards / or 90,000LBs
- All Fuel Included

\$15,860.00

Any questions let me know,

Doug

From: Todd W. PrahI <Todd.PrahI@grandchute.net>
Sent: Friday, August 16, 2019 9:56 AM
To: Doug Olson <Doug@tlbcompanies.com>
Subject: RE: Grand Chute

Do you think you can give me an estimate on the cost

From: Doug Olson <Doug@tlbcompanies.com>
Sent: Friday, August 16, 2019 9:07 AM
To: Todd W. PrahI <Todd.PrahI@grandchute.net>
Cc: Doug Olson <Doug@tlbcompanies.com>
Subject: Grand Chute

Todd,

Thanks for the call yesterday and nice to meet you in person!

It was nice speaking with you and seeing the Grand Chute grind site, for this grind we use the larger B66 grinder, excavator and skid steer with splitter, as we spoke. This is the bigger grinder with 1000+HP and can handle this mixed material present. Grand Chute will provide a front end loader to push the material closer to excavator and push the ground material to a pile. We will remove the ground material alter in the fall as promised, we will bring a front loader

with high-tip bucket and load ourselves out. As we spoke, we will try and get to your location in the next few weeks (targeting the week of Labor Day ~9/3) and we call with specifics at least a day in advance.

We do grinding as our business and have many municipalities and business customers we service. I will be glad to answer any questions and help in any way I can, so please feel free to ask any question you have.

We are glad to be of service to you and the Grand Chute!

We work hard, communicate well to make sure the job is done right and we have many customers whom will back this up. Any questions let us know.

Respectfully I close,

Doug

Doug Olson

President

TLB Wood Products, LLC & TLB Transit, Inc.

Seymour, WI 54165

(920) 833-9031 Office

(920) 469-1669 Cell

doug@TLBCompanies.com

The logo for TLB, consisting of the letters 'TLB' in a bold, stylized, black font with a slight shadow effect.

<http://www.tlbcompanies.com/>



W1923 Flame Rd / P.O. Box 628 / Marinette, WI 54143
Phone: 715-735-9771 / Fax: 715-735-9011

mjbap@mjbinc.com

Town of Grand Chute
1900 W. Grand Chute Blvd
Grand Chute, WI 54913
Attn: Randy Coenen

August 21, 2019

Town of Grand Chute Brush Grinding ESTIMATE

Technical Equipment:

Morbark 1300 Tub grinder with Grapple loader (1050hp)

MJB to supply tub grinder with grapple, Town of Grand Chute will assist using their excavator with grapple and wheel loader.

ESTIMATED Cost to Town of Grand Chute \$15,000.00

****Note****

MJB Industries, Inc. (MJB) provides a safe, efficient, year round tub grinding service that specializes in yard and wood waste materials that include customers such as municipalities, tree and landscape companies, compost and mulch producers, storm cleanups efforts, and private contractors of large construction sites for new development.

MJB's Morbark 1300 Tub Grinder utilizes 1000 horsepower motor and a state-of-the-art grapple which increases efficiency for all types of feedstock while producing a quality end product. MJB's staff comes with over 20 years of mobile grinding experience and pride themselves on maintaining their equipment and customer relationships to becoming an industry leader in the state of Wisconsin.

MJB may be able to find an avenue for some of the materials. To be determined if there is a market for the wood chips.

Thank you,

Phil Kaufman
MJB Industries, Inc.
906-290-4683
phil.kaufman1300@gmail.com

Katie A. Schwartz

From: Todd W. Prah
Sent: Friday, August 23, 2019 6:53 AM
To: Katie A. Schwartz
Subject: FW: Estimate for Grand Chute.

FYI

From: phil Kaufman <phil.kaufman1300@gmail.com>
Sent: Thursday, August 22, 2019 8:38 AM
To: Todd W. Prah <Todd.Prah@grandchute.net>
Subject: Re: Estimate for Grand Chute.

The Tub Grinder is 500.00 per hour

On Thu, Aug 22, 2019, 6:27 AM Todd W. Prah <Todd.Prah@grandchute.net> wrote:

Hi Phil can you break down the cost please.



AGENDA REQUEST
5/7/2019

TOPIC: Award of bid, Contract 2019-06, W. Evergreen Drive Sanitary Sewer & Water Main Construction, to Superior Sewer and Water, Inc. in the amount of \$1,043,508.30.

<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: W. Evergreen Drive will be extended from N. Orion Lane to Grand Chute Blvd in 2020. Sewer and water utilities extended under Contract 2019-06 will serve multifamily residential new development planned on the former driving range property at the east end of W. Evergreen Drive, west of Gillett Street. In addition, the road fill will be placed for the 2020 road and rail crossing construction.

BACKGROUND/ANALYSIS: The Town of Grand Chute Department of Public Works received bids for Project 2019-06 W. Evergreen Drive Sanitary Sewer & Water Main Construction on August 27, 2019. Five bids were received as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Supplemental Bid</u>	<u>Alternate Bid</u>	<u>Total Amount</u>
Superior Sewer and Water Inc.	\$783,164.80	\$184,743.50	\$75,600.00	\$1,043,508.30
Soper Grading & Excavating, LLC	\$768,330.50	\$235,450.50	\$53,325.00	\$1,057,106.00
PTS Contractors, Inc.	\$814,994.00	\$233,934.50	\$54,400.00	\$1,102,928.50
Kruczek Construction, Inc.	\$840,954.25	\$201,000.50	\$55,350.00	\$1,097,304.75
Dorner Inc.	\$841,292.85	\$183,086.20	\$79,650.00	\$1,104,029.05

RECOMMENDATION: The estimate for this project is \$1,050,000. Staff recommends the Town Board award the bid to Superior Sewer and Water, Inc. in the amount of \$1,043,508.30 and grant the Public Works Department the authority to issue the Notice to Proceed once the contracts are approved.

FISCAL IMPACT: OTHER FUNDING

TID No. 2 will fund this project.

ATTACHMENTS:

Attachment No. 1 – 2019-06 Bid Tabulation
Attachment No. 2 – 2019-06 Notice of Award

BID TABULATION

Owner: TOWN OF GRAND CHUTE
Project Name: Evergreen Drive Sanitary Sewer & Water Main Construction
Contract No.: 2019-06 (McM. No. G0006-8-19-00201)
Bid Date: August 27, 2019
Bid Time: 2:00 p.m., local time
Project Manager: Carl Sutter, P.E., CCS

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 P.O. Box 1025
 Neenah, WI 54956 / 54957-1025

SUPERIOR SEWER AND WATER INC. 1801 Deer Trail, Luxemburg, WI 54217
SOPER GRADING & EXCAVATING, LLC 139 E. Packer Avenue, Oshkosh, WI 54901
PTS CONTRACTORS, INC. 4075 Eaton Road, Green Bay, WI 54311
KRUCZEK CONSTRUCTION, INC. 3636 Kewaunee Road, Green Bay, WI 54311
DORNER, INC. E506 Luxemburg Road, P.O. Box 129, Luxemburg, WI 54217

BASE BID:

Item	Qty	Unit	Description	Unit Price	Total								
1.	1,915	L.F.	8 Inch Sanitary Sewer	\$161.00	\$308,315.00	\$90.00	\$172,350.00	\$125.00	\$239,375.00	\$117.00	\$224,055.00	\$125.00	\$239,375.00
2.	400	L.F.	6 Inch PVC Schedule 40 Sanitary Lateral	\$40.00	\$16,000.00	\$80.00	\$32,000.00	\$100.00	\$40,000.00	\$73.00	\$29,200.00	\$96.00	\$38,400.00
3.	100	L.F.	4 Inch PVC Schedule 40 Sanitary Lateral	\$39.00	\$3,900.00	\$74.00	\$7,400.00	\$109.00	\$10,900.00	\$71.00	\$7,100.00	\$268.00	\$26,800.00
4.	124.85	V.F.	Sanitary Manhole	\$398.00	\$49,690.30	\$330.00	\$41,200.50	\$430.00	\$53,685.50	\$325.00	\$40,576.25	\$454.00	\$56,681.90
5.	1,928	L.F.	8 Inch Water Main	\$41.00	\$79,048.00	\$70.00	\$134,960.00	\$66.00	\$127,248.00	\$75.00	\$144,600.00	\$71.00	\$136,888.00
6.	16	L.F.	6 Inch Hydrant Lead	\$36.00	\$576.00	\$100.00	\$1,600.00	\$125.00	\$2,000.00	\$80.00	\$1,280.00	\$77.00	\$1,232.00
7.	5	Ea.	8 Inch Valve	\$2,385.00	\$11,925.00	\$1,600.00	\$8,000.00	\$1,640.00	\$8,200.00	\$1,800.00	\$9,000.00	\$1,820.00	\$9,100.00
8.	12	Ea.	2 Inch Corporation Stop, Curb Stop and Stop Box	\$1,020.00	\$12,240.00	\$900.00	\$10,800.00	\$1,075.00	\$12,900.00	\$1,000.00	\$12,000.00	\$1,016.00	\$12,192.00
9.	3	Ea.	1 Inch Corporation Stop, Curb Stop and Stop Box	\$300.00	\$900.00	\$400.00	\$1,200.00	\$540.00	\$1,620.00	\$400.00	\$1,200.00	\$392.00	\$1,176.00
10.	370	L.F.	2 Inch Water Service	\$29.00	\$10,730.00	\$70.00	\$25,900.00	\$75.00	\$27,750.00	\$55.00	\$20,350.00	\$50.00	\$18,500.00
11.	180	L.F.	1 Inch Water Service	\$27.00	\$4,860.00	\$60.00	\$10,800.00	\$71.00	\$12,780.00	\$54.00	\$9,720.00	\$73.00	\$13,140.00
12.	4	Ea.	Hydrant with Auxillary Valve	\$5,295.00	\$21,180.00	\$5,000.00	\$20,000.00	\$5,325.00	\$21,300.00	\$5,700.00	\$22,800.00	\$6,500.00	\$26,000.00
13.	7,400	TON	Special Backfill	\$11.50	\$85,100.00	\$16.00	\$118,400.00	\$10.00	\$74,000.00	\$15.00	\$111,000.00	\$12.10	\$89,540.00
14.	1,350	S.Y.	Remove and Replace Asphalt Pavement (1-1/2 Inches) with HMA Pavement	\$46.00	\$62,100.00	\$27.50	\$37,125.00	\$32.00	\$43,200.00	\$38.00	\$51,300.00	\$44.00	\$59,400.00
15.	8,061	C.Y.	Embankment	\$8.50	\$68,518.50	\$10.00	\$80,610.00	\$11.50	\$92,701.50	\$11.00	\$88,671.00	\$6.75	\$54,411.75
16.	11,250	S.Y.	Temporary Seeding	\$1.00	\$11,250.00	\$0.70	\$7,875.00	\$0.70	\$7,875.00	\$1.00	\$11,250.00	\$0.70	\$7,875.00
17.	15	IN. DIA.	Tree Removal	\$10.00	\$150.00	\$136.00	\$2,040.00	\$36.00	\$540.00	\$70.00	\$1,050.00	\$55.00	\$825.00
18.	1,800	S.Y.	Restoration	\$1.25	\$2,250.00	\$4.25	\$7,650.00	\$6.00	\$10,800.00	\$5.50	\$9,900.00	\$5.50	\$9,900.00
19.	1	L.S.	Traffic Control	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$17,000.00	\$17,000.00	\$11,000.00	\$11,000.00
20.	1	Ea.	Tracking Pad	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,965.00	\$1,965.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
21.	2	Ea.	Inlet Protection	\$100.00	\$200.00	\$200.00	\$400.00	\$206.00	\$412.00	\$100.00	\$200.00	\$220.00	\$440.00
22.	2,200	L.F.	Silt Fence	\$3.00	\$6,600.00	\$2.00	\$4,400.00	\$2.00	\$4,400.00	\$3.00	\$6,600.00	\$2.20	\$4,840.00
23.	20	L.F.	Hay Bale Ditch Check	\$15.00	\$300.00	\$20.00	\$400.00	\$16.00	\$320.00	\$15.00	\$300.00	\$16.50	\$330.00
24.	1	L.S.	Maintenance of Haul Route	\$6,800.00	\$6,800.00	\$1,000.00	\$1,000.00	\$6,450.00	\$6,450.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
25.	1,350	L.F.	Sawcut Asphalt Pavement	\$4.00	\$5,400.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$3.00	\$4,050.00	\$2.90	\$3,915.00
26.	60	L.F.	12 Inch Corrugated Metal Pipe Culvert	\$48.00	\$2,880.00	\$60.00	\$3,600.00	\$52.00	\$3,120.00	\$50.00	\$3,000.00	\$45.00	\$2,700.00
27.	2,584	C.Y.	Salvage Topsoil	\$3.00	\$7,752.00	\$5.00	\$12,920.00	\$3.00	\$7,752.00	\$3.00	\$7,752.00	\$3.05	\$7,881.20
TOTAL BASE BID (Items 1 through 27, Inclusive)				\$783,164.80		\$768,330.50		\$814,994.00		\$840,954.25		\$841,292.85	

Bid Security	10% Bid Bond				
Addendum Acknowledgement	Yes - #1				

SUBCONTRACTOR TABULATION

Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor
Utility Installation	Northeast Asphalt	Soper	MCC	Prime Contractor
Pavement Restoration	Hilltop Excavating	Northeast Asphalt	Highway Landscapers	MCC
Temporary Seeding		Soper	Warning Lites	Highway Landscapers
Black Dirt and Dirt Work				
Traffic Control				
Cold Mix				Northeast Asphalt
Excavation/Embankment				Hilltop Trucking & Excavating

SUPPLEMENTAL BID:

Item	Qty	Unit	Description	Unit Price	Total								
S-1	17,477	C.Y.	Embankment	\$8.50	\$148,554.50	\$11.00	\$192,247.00	\$11.50	\$200,985.50	\$9.50	\$166,031.50	\$8.65	\$151,176.05
S-2	8,000	S.Y.	Temporary Seeding	\$1.20	\$9,600.00	\$0.70	\$5,600.00	\$0.70	\$5,600.00	\$1.00	\$8,000.00	\$0.70	\$5,600.00
S-3	190	L.S.	12 Inch Corrugated Metal Pipe Culvert	\$48.00	\$9,120.00	\$60.00	\$11,400.00	\$52.00	\$9,880.00	\$50.00	\$9,500.00	\$45.00	\$8,550.00
S-4	5,823	C.Y.	Salvage Topsoil	\$3.00	\$17,469.00	\$4.50	\$26,203.50	\$3.00	\$17,469.00	\$3.00	\$17,469.00	\$3.05	\$17,760.15
TOTAL SUPPLEMENTAL BID (Items S-1 through S-4, Inclusive)				\$184,743.50		\$235,450.50		\$233,934.50		\$201,000.50		\$183,086.20	

ALTERNATE BID:

Item	Qty	Unit	Description	Unit Price	Total								
A-1	1,350	S.Y.	Remove and Replace Asphalt Pavement with 1-1/2 Inches of Cold Mix	\$56.00	\$75,600.00	\$39.50	\$53,325.00	\$40.00	\$54,000.00	\$41.00	\$55,350.00	\$59.00	\$79,650.00



August 28, 2019

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

Re: Town of Grand Chute
Contract 2019-06
Evergreen Drive Sanitary Sewer & Water Main Construction
Letter Of Recommendation
McM. No. G0006-8-19-00201

On August 27, 2019, bids were received at the Town Hall for the above referenced project. Five bids were received, ranging in Base Bid price from \$783,164.80 to \$841,292.85 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract 2019-06 to the low bidder, Superior Sewer and Water, Inc., in the amount of \$1,043,508.30 (\$783,164.80 Base Bid plus \$184,743.50 Supplemental Bid plus \$75,600.00 Alternate Bid).

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

CCS:car

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54327

Contract No. 2019-06

Project: EVERGREEN DRIVE SANITARY SEWER & WATER MAIN CONSTRUCTION
McM. No. G0006-8-19-00201
TOWN OF GRAND CHUTE | Outagamie County, Wisconsin

You are notified that your Bid, dated August 27, 2019 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Evergreen Drive Sanitary Sewer & Water Main Construction for the Town of Grand Chute, Outagamie County, Wisconsin.

The Contract Price of your contract is One Million Forty-Three Thousand Five Hundred Eight & 30/100 Dollars (\$1,043,508.30).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

TOWN OF GRAND CHUTE | Outagamie County, Wisconsin

(authorized signature)

(title)

Witness: _____