



BOARD OF SUPERVISORS MEETING

Wednesday, October 04, 2023 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, September 20, 2023 Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of **2 minutes** per person. **Public comment is not permitted outside of this public comment period. Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the September 2023 Building Inspection Report
- B. Distribution of the Meeting Materials for the October 4, 2023 Fox West Regional Sewerage Commission Meeting

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report
- E. Administrator's Report
- F. Chair & Supervisor Reports

BUSINESS

- A. Discussion/Action: Town Board review & consideration of the renewal of an intergovernmental agreement with Winnebago County to provide road maintenance services for the Town for CY 2024.
- B. Discussion/Action: Town Board review & consideration of the Certificate for Payment #3 for Eagle Heights Dr & Wing Ln Sanitary Sewer, Street & Stormwater Pond Construction submitted by MCC, Inc. in the amount of \$58,813.79.

- C. Discussion/Action: Town Board review & consideration of the acceptance of the final payment on the Whispering Meadows subdivision road project.
- D. Review/Discussion: Town Board review & discussion on adding signage to Trailhead Park in recognition of the continued improvements made by Larsen-Winchester Lions Club.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Annual Electors Meeting - Nov 15 starting at **6 pm**
- B. Clayton Sanitary District #1 Commission Meeting - Nov 15 **immediately following the Annual Electors Meeting**
- C. Town Board (6:30 pm start unless otherwise noted) - Oct 18; Nov 1; Nov 15 **(following Clayton Sanitary District #1 Commission Meeting)** Dec 6 & 20
- D. Budget Meeting - October 10, 2023 beginning at 2 pm.
- E. Plan Commission (6:30 pm start unless otherwise noted) - Oct 11; Nov 8; Dec 13

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

- 1. The Town Hall Posting Board – 8348 Hickory Ave Larsen, WI 54947
- 2. The Town’s Web Page: --



BOARD OF SUPERVISORS MEETING

Wednesday, September 20, 2023 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER - Supervisor Grundman called the meeting to order at 6:31 pm.

MOTION

Motion made by Supervisor Grundman, **Seconded** by Supervisor Christianson to nominate Supervisor Lettau as acting Chair for the meeting.

Motion carried 3-0.

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Supervisor Lettau
Supervisor Grundman
Supervisor Christianson

EXCUSED

Town Chair Geise
Supervisor Reif

STAFF

Administrator Wisnefske
Clerk Faust-Kubale
Treasurer Zolp
Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, September 6, 2023, Town Board Meeting

MOTION

Motion made by Supervisor Grundman, **Seconded** by Supervisor Christianson to approve the Minutes of the Wednesday, September 6, 2023 Town Board Meeting.

Voting Yea: Supervisor Lettau, Supervisor Grundman, Supervisor Christianson

Motion carried 3-0.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA - NONE

CORRESPONDENCE

- A. Distribution of the August 2023 Winnebago County Tonnage Report
- B. Distribution of the FWRSC Notice of Public Hearing & Proposed 2024 Budget

- C. Distribution of the State/Municipal Maintenance Agreement (SMMA) related to the proposed roundabout at the State Hwy 76 and Larsen Rd intersection.

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
 B. Winnebago County Sheriff's Department – Public Concerns and Issues
 C. Department of Public Safety Report
 D. Administrator's Report
 E. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Jessica Gillespie

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Review/Recommendation: Town Board review & consideration of Ordinance 2023-Z005 for a Re-zoning Application submitted by Carow Land Surveying on behalf of John & Barbara Kulogo to re-zone approximately 3.2 acres +/- of Tax ID #006-0420 (3438/3442 County Rd II) adjacent to County Rd II from the A-2 (General Agriculture District) to the R-1 (Rural Residential District).

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Grundman to approve Ordinance 2023-Z005 and direct Staff to submit the required documentation to the appropriate jurisdictions.

Voting Yea: Supervisor Lettau, Supervisor Grundman, Supervisor Christianson
Motion carried 3-0.

- B. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) submitted by Carow Land Surveying on behalf of John & Barbara Kulogo for approval of a CSM dividing Tax ID #006-0420 (3438/3442 County Rd II) and Tax ID #006-0420-01 (3464 County Rd II) into four (4) lots.

MOTION

Motion made by unanimous consent to approve the CSM dividing Tax ID #006-0420 & Tax ID #006-0420-01 as presented.

Motion carried by unanimous voice vote.

- C. Review/Recommendation: Plan Commission review & recommendation on a Site Plan Review Application submitted by RJ Albright, Inc. on behalf of Nikodem Revocable Trust for a 4,200 sq ft addition to the existing principal building and parking/pavement additions on Tax ID #006-1777-01 (2770 Towne Ct).

DISCUSSION ITEM ONLY - NO ACTION TAKEN

- D. Review/Discussion: Plan Commission review & discussion on allowing more than one principal building on a parcel of land & other Code Amendments.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

BUSINESS

- A. Discussion/Action: Town Board review & consideration of cost to be incurred for repairs to the RPM controller on Clayton Fire Rescue Tender 43.

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Grundman to approve the repair of Clayton Fire Rescue Tender 43 at a cost not to exceed \$6,500.00.

Voting Yea: Supervisor Lettau, Supervisor Grundman, Supervisor Christianson

Motion carried 3-0.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

REVIEW OF GENERAL FUND BUDGET UPDATES

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Oct 4 & 18; Nov 1 & 15; Dec 6 & 20
- B. Budget Meeting - October 10, 2023 beginning at 2 pm.
- C. Plan Commission (6:30 pm start unless otherwise noted) - Oct 11; Nov 8; Dec 13

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Grundman to adjourn at 6:55 pm.

Voting Yea: Supervisor Lettau, Supervisor Grundman, Supervisor Christianson

Motion carried 3-0.

Respectfully submitted,

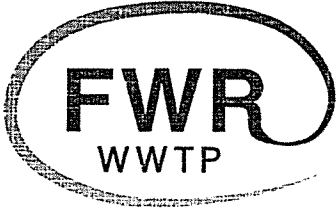
Kelsey Faust-Kubale
Town Clerk

PERMIT SPREADSHEET FOR SEPTEMBER 2023

YEAR TO DATE SUMMARY

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE	TOWN	EST. PROJECT COST	PERMIT FEE	TOWN OF CLAYTON REVENUE	YEAR TO DATE TOTAL
TOWN OF CLAYTON PERMITS:													
9/1/2023	189-23-9E	CHERYL KUCKSDORF	3590 GOLF WOOD	SOLAR INSTALL	FREEDOM FOREVER	\$ 24,342.00	\$ 75.00		Town of Clayton	\$ 542,396.00	\$ 2,901.82	\$ 2,901.82	\$ 85,695.55
9/1/2023	190-23-9B	KEN WIRTZ	2854 ACORN	ADDITION	HEADLINER HOMES	\$ 100,000.00	\$ 199.36		Town of Vinland	\$ -	\$ -	\$ -	\$ 1,893.02
9/19/2023	191-23-9B	KEN CHRISTIAN	4711 N LOOP	NSFD	ALEXANDER HOMES	\$ 230,000.00	\$ 750.00		Town of Winneconne	\$ 478,150.00	\$ 2,140.08	\$ 1,712.06	\$ 15,236.44
9/25/2023	192-23-9B	JOHN GILMOUR	8611 OAKWOOD	DETACHED GARAGE	SELF	\$ 20,000.00	\$ 180.64		Town of Winchester	\$ 57,000.00	\$ 200.00	\$ 160.00	\$ 3,770.16
9/26/2023	193-23-9B	CHRIS NOWAK	3150 OAKRIDGE	REMOD	PORTSIDE BUILDERS	\$ 27,000.00	\$ 201.40		Town of Dale	\$ 173,000.00	\$ 556.50	\$ 445.20	\$ 8,190.67
9/26/2023	194-23-9E	CHRIS NOWAK	3150 OAKRIDGE	REMOD ELECT	SEC INC	\$ 3,300.00	\$ 88.20						
9/26/2023	195-23-9B	JULIE LUENENBURG	7973 NICHOLE HEIGH	REROOF	O'DANNY BOY BUIL	\$ 40,200.00	\$ 75.00		Total	\$ 1,250,546.00	\$ 5,798.40	\$ 5,219.08	\$ 114,785.84
9/26/2023	196-23-9H	BRYAN ROSIEJKA	2950 SAFFRON	FURNACE REPLACEM	HEALTHY HOME HVAC	\$ 12,604.00	\$ 75.00						
9/26/2023	197-23-9H	JOEL ORTIZ	7501 CORONA WAY	FURNACE REPLACEM	HEALTHY HOME HVAC	\$ 15,950.00	\$ 75.00		Full Burden Wage	\$ 9,374.70			\$ 82,845.54
9/26/2023	198-23-9E	DON HENNESSEY	9381 CENTER	NSFD ELECT	QUANTUM ELECT	\$ 25,000.00	\$ 533.50						
9/26/2023	199-23-9H	ALEX BRUSDA	3329 KNOX	NSFD HVAC	BLACK-HAAK	\$ 25,000.00	\$ 498.72		Net Profit (Loss)	\$ (4,155.62)			\$ 31,940.30
9/26/2023	200-23-9H	BILL GRAHAM	3271 FONDOTTO	REPLACE BOILER	BLACK-HAAK	\$ 14,000.00	\$ 75.00						
9/26/2023	201-23-9H	ANGIE CORSO	3546 DEKALB	FURNACE REPLACEM	BLACK-HAAK	\$ 5,000.00	\$ 75.00						
					TOTALS	\$ 542,396.00	\$ 2,901.82	\$ -					
TOWN OF VINLAND PERMITS:													
					TOTALS	\$ -	\$ -	\$ -					
TOWN OF WINNECONNE PERMITS:													
9/19/2023	113-23-9B	CHARLIE PRINCE	7122 WINDMILL	POLE BUILDING	WALTERS BLDG	\$ 58,000.00	\$ 243.00	\$ 194.40					
9/19/2023	114-23-9B	JOE LUEDTKE	5621 WOODLAND	POLE BUILDING	CLEARY BLDG	\$ 150,000.00	\$ 213.00	\$ 170.40					
9/20/2023	115-23-9B	LINDA MCCULLEN	5176 SOUTHWIND	REROOF	PRO RESTORATION	\$ 28,600.00	\$ 50.00	\$ 40.00					
9/20/2023	116-23-9B	RICK BORGARDT	5160 N HARBOUR	REROOF	SECURITY LUEBKE	\$ 24,551.00	\$ 50.00	\$ 40.00					
9/20/2023	117-23-9P	RANDY PARKS	6708 WHITE TAIL	NSFD PLUMB	T&J PLUMBING	\$ 8,000.00	\$ 210.00	\$ 168.00					
9/20/2023	118-23-9H	RANDY PARKS	6708 WHITE TAIL	NSFD HVAC	MARTENS HVAC	\$ 16,355.00	\$ 210.00	\$ 168.00					
9/20/2023	119-23-9E	JUSTIN COX	5546 LASLEY SHORE	NSFD ELECT	LUXURY ELECT	\$ 12,000.00	\$ 222.36	\$ 177.89					
9/20/2023	120-23-9H	JUSTIN COX	5546 LASLEY SHORE	NSFD HVAC	MARTENS HVAC	\$ 15,947.00	\$ 222.36	\$ 177.89					
9/20/2023	121-23-9P	JUSTIN COX	5546 LASLEY SHORE	NSFD PLUMB	J COX PLUMB	\$ 32,000.00	\$ 222.36	\$ 177.89					
9/20/2023	122-23-9E	ALLEN STABENOW	6400 PAULSON	GENERATOR INSTAL	RADDANT ELECT	\$ 11,620.00	\$ 60.00	\$ 48.00					
9/27/2023	123-23-9B	BRITTNEY FUERSTEN	6773 CLOW	GARAGE ADDITION	SELF	\$ 50,000.00	\$ 167.00	\$ 133.60					
9/27/2023	124-23-9B	LYNN KRAMER	5980 HARBOUR	REROOF	HOME PRO	\$ 38,058.00	\$ 50.00	\$ 40.00					
9/27/2023	125-23-9B	VICTORIA WOLOSEK	7102 SHORELINE	REROOF	ARC CONTRACTING	\$ 11,554.00	\$ 50.00	\$ 40.00					
9/27/2023	126-23-9B	DAN BISSETT	5199 HIGH POINT	REROOF	OVERHEAD SOLUTIO	\$ 19,965.00	\$ 50.00	\$ 40.00					
9/27/2023	127-23-9E	ANTHONY GUTSMEIDL	5706 SHUBERT	SERVICE CHANGE	SELF	\$ 1,000.00	\$ 60.00	\$ 48.00					
9/27/2023	128-23-9E	TOM STARK	6473 PAULSON RD	TEMP SERVICE	MK ELECT	\$ 500.00	\$ 60.00	\$ 48.00					
					TOTALS	\$478,150.00	\$2,140.08	\$1,712.06					
TOWN OF WINCHESTER PERMITS													
9/19/2023	29-23-9B	GENE WALTER	8325 PINE CONE CIRC	DETACHED GARAGE	SELF	\$ 16,000.00	\$ 100.00	\$ 80.00					
9/26/2023	30-23-9B	CRAIG HERNANDEZ	5376 CTY II	DETACHED GARAGE	GILBERT GARAGES	\$ 41,000.00	\$ 100.00	\$ 80.00					
					TOTALS	\$ 57,000.00	\$ 200.00	\$ 160.00					
TOWN OF DALE PERMITS:													
9/25/2023	66-23-9B	MARY FIESER	W8734 HWY 96	DETACHED GARAGE	SCHROEDER CARPEN	\$ 85,000.00	\$ 183.00	\$ 146.40					
9/27/23	67-23-9B	DAVE BUETTNER	N2022 CTY M	DETACHED GARAGE	SELF	\$ 25,000.00	\$ 202.50	\$ 162.00					
9/27/2023	68-23-9B	MIKE SWANSON	W8678 SPRING	DETACHED GARAGE	WYATT BAYER BUIL	\$ 63,000.00	\$ 171.00	\$ 136.80					
					TOTALS	\$ 173,000.00	\$ 556.50	\$ 445.20					

FOX WEST REGIONAL SEWERAGE COMMISSION



1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

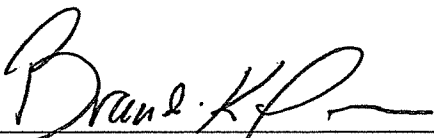
NOTICE OF PUBLIC HEARING
AND MEETING TO FOLLOW

PLEASE TAKE NOTICE that the Fox West Regional Sewerage Commission (FWRSC), will hold a public hearing at the offices of McMahon Associates, located at 1445 McMahon Drive, in the Village of Fox Crossing, Winnebago County, Wisconsin at 4:00 PM on Wednesday October 4, 2023 for the purpose of receiving public comment on the 2024 FWRSC Budget proposed to be adopted by the FWRSC at its meeting to be held immediately after the public hearing on October 4, 2023.

To attend virtually either online or by telephone, please contact the FWRSC office (ph. 920-739-7921, email: gcmwsc@new.rr.com) by no later than 1:00 pm on the day of the meeting (October 4) to request a login invitation (for online) or the call-in telephone and PIN number. The FWRSC office contact information does not provide access to the virtual meeting.

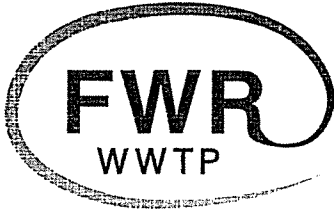
A copy of the proposed 2024 FWRSC Budget may be obtained from the offices of the FWRSC at 1965 W. Butte des Morts Beach Road, Neenah, Wisconsin after September 15TH, 2023 from 8:00 a.m. to 3:00 p.m. Monday through Friday excluding holidays.

Dated this 11th day of September 2023.



Brandon Kaufman, General Manager
Fox West Regional Sewerage Commission

FOX WEST REGIONAL SEWERAGE COMMISSION



1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

AGENDA For PUBLIC HEARING & REGULAR MEETING Wednesday October 4, 2023 4:00 P.M.

The meeting will also be held via teleconference.

CALL TO ORDER OF REGULAR MEETING

ROLL CALL

APPROVAL OF AGENDA

MOTION TO OPEN PUBLIC HEARING

PUBLIC HEARING ON 2024 BUDGET:

- Discussion & Review of Proposed 2024 Operational Budget
- Motion to close Public Hearing & Adjourn to Regular Meeting

REGULAR MEETING:

SECRETARY'S REPORT:

- Discuss/Approve Possible Change to Life Insurance Benefit
- Approve Minutes of Regular Meeting (9/06/2023)

TREASURER'S REPORT:

- Approve Voucher List
- Discuss / Approve Bank & Budget Statements

PRESIDENT'S REPORT:

Discussion/Action

- Approval of 2024 Operational Budget

MANAGER'S REPORT:

- Review/Approve Monthly Operational Summary
- Discuss/Approve Replacing Forklift
- Update on Larson/Winchester Regionalization

ENGINEER'S REPORT:

- Fine Screen Engineering Update
- Discuss/Approve Amended Proposal for Design on Generator Upgrade

OLD BUSINESS:

-

NEW BUSINESS:

-

ADJOURNMENT:

From: Sue R. Brinkman <Sue.Brinkman@grandchutewi.gov>
Sent: Tuesday, August 29, 2023 3:09 PM
To: gcmwsc@new.rr.com
Cc: Ashley N. LeCount <Ashley.LeCount@grandchutewi.gov>
Subject: Life Insurance Change

Hi Roger,

It's getting to be that time of year!

I just wanted to let you know that our Board has approved increasing the amount of life insurance from \$50K to 1 times the employee's salary based on the prior year's W-2. There is a minimum of \$50K for those who do not earn that amount. The employee has the option to purchase up to 5 times their salary. The spouse and child(ren) remains the same.

I am not sure if you are interested to increase the base amount or not? I have our insurance broker checking to determine if you have the option to stay with the \$50K or need to change with us. I'll let you know when I hear back.

Do you know how many of your employees are still on Life and Flex?

Best regards,
Sue

From: Sue R. Brinkman <Sue.Brinkman@grandchutewi.gov>
Sent: Thursday, September 14, 2023 1:22 PM
To: gcmwsc@new.rr.com
Subject: Life Insurance

Hi Melissa,

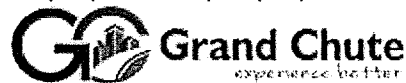
Please see the rates for the increase in life insurance.

The rate per \$1000 of benefit stayed the same for basic life(.112) and AD&D (.032) but Melissa will need to calculate it based on annual salary now rather than \$50K
 She can just take the salary over \$50,000 divide that by 1000 and multiply by .144
 As an example...employee makes \$64000.
 $64000/1000=64 * .144 = \$9.22$ in premium versus the current premium of \$7.20 for the flat \$50K.

Please let me know as soon as possible if you would like to stay at \$50K for employee life or move to 1x salary.

Best regards,
Sue

Sue Brinkman, Human Resources Director
 Town of Grand Chute | 1900 W. Grand Chute Blvd. | Grand Chute, WI 54913-9613
 ☎ (920) 380-2905 | 📠 (920) 993-7032 | ✉ Sue.Brinkman@grandchutewi.gov



Office Hours

Monday – Thursday 7:00 am – 4:30 pm
 Friday 7:00 am – 11:00 am



FOX WEST REGIONAL SEWERAGE COMMISSION

Item B.



1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

REGULAR MEETING MINUTES

September 6, 2023

Notice of the Regular Meeting was distributed by Melissa Starr to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Village of Greenville, Town of Clayton, & Town of Neenah; the Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Dale Youngquist at 3:59 pm.

PRESENT:

Dale Youngquist	Ron Wolff Jr.	Mark Strobel
Mike Van Dyke	Greg Ziegler	Brandon Kaufman (MCO)
Jason Van Eperen	Beth English	Melissa Starr (MCO)

Guests: Jack Anderson (Greenville), Keith Curran (Greenville), Paul Much (MCO), Chad Olsen (McMahon), Roger Voigt (MCO)

APPROVAL OF AGENDA:

A motion was made by Mike Van Dyke to approve the Agenda, second by Mark Strobel. *Motion Carried.*

SECRETARY'S REPORT:

Minutes

A motion was made by Mike Van Dyke to approve the Minutes of the Regular meeting held on August 2, 2023; second by Greg Ziegler. *Motion Carried.*

TREASURER'S REPORT:

Discuss/Act on CD Renewal Quotes

Accounting Clerk Starr presented the CD rate request information included in the packets and after discussion a motion was made by Greg Ziegler to approve moving the funds to the Local Government Investment Pool (LGIP); second by Mike Van Dyke. *Motion Carried.*

Voucher List

President Youngquist asked if there were any questions or concerns with the Voucher List; hearing none, a motion was made by Mike Van Dyke to approve the Voucher List; second by Greg Ziegler. *Motion Carried.*

Bank & Budget Statements

President Youngquist asked if there were any questions regarding the bank and budget statements; hearing none, a motion was made by Mike Van Dyke to approve the Bank & Budget Statement as presented; second by Greg Ziegler. *Motion Carried.*

PRESIDENT'S REPORT:

President Youngquist reported he met with Manager Kaufman and Chad Olsen to discuss the options and cost for the Fine Screen, Blower, and Backup Generator projects. Chad was able to put together

**Fox West Regional SC
Regular Meeting Minutes
September 6, 2023
Page 2**

preliminary estimates totaling roughly five million dollars. President Youngquist stated that paying for the whole project would not be feasible, but we may be able to utilize the future capital funds and then borrow less. Commissioner Ziegler asked for clarification on the generator project and Manager Kaufman explained that the recommendation of Rob Franck was to replace and demo the old generator due to the age cost of maintaining the components and equipment associated with it. Chad Olsen said he will provide an amendment to the Fine Screen and Blower proposal to include the generator for the next meeting.

MANAGER'S REPORT:

Operational Summary

Manager Kaufman discussed his written report and provided additional information on: WE Energies will be working on power lines that cross Hwy 41 near the plant which requires interruption of service to the transformer that supplies power to the plant through the primary service. Manager Kaufman explained the plan to switch the plant over to the secondary power feed on September 19th, and will continue to operate the plant as normal until WE Energies completes their work. Once completed, the plant will be switched back to the primary service. After discussion a motion was made by Mike Van Dyke to approve the Operational Summary; second by Greg Ziegler. *Motion Carried.*

Vector Rates

Manager Kaufman reported he has been tracking costs over the past year for operating the vector waste disposal program. He determined the current rate of \$78.78 per dump only covers the transportation to the landfill, and the tipping fees for disposal. It does not cover the cost for maintenance of the collection system or the labor costs associated with cleaning the pad after disposal. Based on this information, Manager Kaufman recommends increasing the vector waste disposal fee to \$138.79 to cover all costs associated with it. After discussion a motion was made by Greg Ziegler to increase the vector waste rate to \$138.79 effective October 1, 2023; second by Mike Van Dyke. *Motion Carried.*

ENGINEER'S REPORT:

N/A

OLD BUSINESS

N/A

NEW BUSINESS

2024 Draft Budget/Set Public Hearing

President Youngquist reported he talked with Manager Kaufman to further discuss the budget to look at items that could be reduced. He stated the biggest change will be the retirement of the worker whose position will be filled by an MCO employee, which reduces the wages and benefits paid by the Commission, but increases contract operations. President Youngquist said the work done by MCO is well worth it and they are doing a great job. Commissioners questioned various accounts and projected loadings from communities. After discussion, a motion was made by Mike Van Dyke to schedule a Public Hearing on the Proposed 2024 Fox West Regional Sewerage Commission Budget to be held on Wednesday October 4, 2023 at 4:00 pm at the offices of McMahan Associates immediately prior to the Regular Meeting, second by Greg Ziegler. *Motion Carried.*

**Fox West Regional SC
Regular Meeting Minutes
September 6, 2023
Page 3**

ADJOURNMENT

A motion was made by Mike Van Dyke, second by Greg Ziegler to Adjourn. *Motion Carried.*

Meeting adjourned at 5:00 pm.

ATTEST

Greg Ziegler, Secretary

Melissa Starr, Accounting Clerk

**FOX WEST REGIONAL
SEWERAGE COMMISSION
For Approval on: 10/04/2023**

PRAUTHORIZED SEPTEMBER PAYABLES

CHECK NO	DATE		Amount
38050-38052	09/05/23	Plant Payroll - Net (#23-18)	4,855.30
WDC090523	09/05/23	Wisconsin Def Comp (#23-18)	70.00
	09/05/23	FSA WITHHOLDING (#23-18)	149.99
38056	09/18/23	Fox Crossing Utilities (Water - 806k gals - <u>\$4,657.85</u> / Stormwater Fees- <u>\$1,230.14</u> / Fire Protection- <u>\$258.00</u>)	6,145.99
38057	09/18/23	Herling Clark Law Firm.	468.60
38058	09/18/23	McClone Agency (insurance installment-worker comp, liability, auto)	5,259.00
38059	09/18/23	Spectrum/Charter Communications (<u>\$147.08</u> Internet/ <u>\$145.93</u> Telephone)	293.01
38060	09/18/23	Town of Grand Chute (Life & Dental Insurance, FSA fee)	1,161.19
38061	09/18/23	VISA (<u>\$175.00</u> - Fuel/ <u>\$47.25</u> -software support/ <u>\$22.71</u> - USPS/ <u>\$37.40</u> - Lab/ <u>\$41.97</u> Other supplies/ <u>\$262.86</u> -Ball Valves)	587.19
38062	09/18/23	WE Energies (<u>\$120.20</u> Heat/ <u>\$55,633.82</u> Electric)	55,754.02
38053-38055	09/19/23	Plant Payroll - Net (#23-19)	5134.06
WDC091923	09/19/23	Wisconsin Def Comp (#23-19)	70.00
	09/19/23	FSA WITHHOLDING (#23-19)	149.99
38074	10/04/23	GFL Environmental (trash, grit, recycling hauling)	1648.73
WGH092523	09/25/23	Dept of Employee Trust (OCTOBER HEALTH INVOICE)	6,359.70
EFTPS092923	09/29/23	Federal Payroll Taxes (SEPTEMBER Federal Tax Withholding)	3,626.44
WDR092923	09/29/23	Wisconsin Dept Revenue (SEPTEMBER State Tax Withholding)	592.33
WRS092923	09/29/23	Dept of Employee Trust (AUGUST PENSION)	2,039.98
			<u>\$94,365.52</u>

FOX WEST REGIONAL
SEWERAGE COMMISSION -

MONTHLY PAYABLES

VOUCHER LIST - 10/04/2023

PAGE 2

CHECK NO	DATE		Amount
38063-38069	10/04/23	Commissioner's Wages (Net) Commission Wages (September Mtg)	\$1,239.64
38070		Aerzen Air Filter Cartridge	\$489.29
38071		Aquachem Ferric Chloride and DP3160	\$31,588.24
38072		Badger Labs Lab Testing	\$704.00
38073		Crown Lift Trucks Forklift Servicing	\$926.54
38075		Grainger Shop Vac, Air Filter, Web Sling, Paper Towel, Water Heater	\$913.03
38076		Hach Phosphax Rgt Sln	\$160.84
38077		Heartland Business Systems, LLC Monthly Billing	\$229.00
38078		Klink Hydraulics, LLC Waste Hauler Station Hose	\$747.40
38079		Midwest Contract Operations Monthly Contract Services	\$47,035.80
38080		Milton Propane Fuel	\$42.11
38081		MSA Safety Sales, LLC Ultima X Sensor	\$1,589.01
38082		North Central Laboratories (NCL) Ammonium Persulfate, Flask, Cap, Fume Hood, Balance	\$445.24
38083		Print Source Plus Letterhead	\$246.90
38084		Splendid Cleaning Service, LLC Building Maintenance	\$379.00
			<u><u>\$86,736.04</u></u>

FOX WEST REGIONAL
SEWERAGE COMMISSION

VOUCHER LIST - 10/04/2023

Item B.

PAGE 3

CHECK NO DATE

Amount

EQUIPMENT REPLACEMENT

38085	B & M Technical Services, Inc. FC/GC Influent Flow Meters	\$	7,612.00
38086	Hach Unit for Remote Access, Phosphate Analyzer	\$	61,031.98
38087	Mulcahy/Shaw Water Bank 2B UVI Probe	\$	3,127.53
Total Equipment Replacement			\$71,771.51

DEPRECIATION EXPENSE

38088	McMahon Associates WWTP Improvements Design	\$	5,280.00
Total Depreciation			\$5,280.00

Preauthorized SEPTEMBER Expenses	\$94,365.52
Monthly Payables	\$86,736.04
Equipment Replacement Expense	\$71,771.51
Depreciation Expense	\$5,280.00
\$258,153.07	

Disbursements Not Approved:

Approved by Commission:

Mark Strobel

Date

**FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT**

Item B.

CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF AUGUST 2023

CHECKING ACCOUNT

Beginning Balance		<u><u>\$714,112.13</u></u>
Receipts:		
User Fees Received	\$280,452.93	
Vactor-Waste Fees Received	-	
Lab/MISC Fees Received	5,610.00	
Septic Haulers Fees	17,750.05	
Interest Earned @ 0.05% / ANB	31.40	
Transfers from:		
Equipment Replacement	18,628.00	
Bond Redemption	-	
Depreciation	-	
Total Receipts:	<u>\$322,472.38</u>	
Total Available		\$1,036,584.51
Disbursements:		
Commissioners Wages (net)	\$1,239.69	
Plant Personnel Wages (net)	4,811.30	
Plant Personnel Wages (net)	4,759.55	
Plant Personnel Wages (net)	-	
Gen. Operating Expense	178,394.00	
Equipment Replacement	1,408.64	
Depreciation	210.00	
Transfers To:		
Misc ledger adjustment		
Equipment Replacement	34,337.57	
<i>July Inv. - August receipts</i>		
Bond Redemption	87,444.68	
<i>July Inv. - August receipts</i>		
Depreciation	-	
Total Disbursements:	<u>\$312,605.43</u>	
TOTAL CHECKING - Per General Ledger		<u><u>\$723,979.08</u></u>
	checks outstanding:	\$125,976.16
	actual checkbook balance at month-end- Per Bank Statement:	\$849,955.24

EQUIPMENT REPLACEMENT ACCOUNT

Beginning Balance	\$595,285.95	
Interest Earned @ 5.25% / ANB	2,648.85	
Transfer from Checking	34,337.66	
Transfer to Checking	-18,628.00	
Total Equip Replacement Acct Balance		<u><u>\$613,644.46</u></u>

FUTURE CAPITAL ACCOUNT

Beginning Balance	\$1,293,082.51	
Interest Earned @ 2.65% / COM 1st - CD	2,877.37	
TOTAL FUTURE CAPITAL		<u><u>\$1,295,959.88</u></u>

FOX WEST REGIONAL SEWERAGE COMMISSION
 BANK STATEMENT
 CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF AUGUST 2023

Item B.

BANK STATEMENT-8/31/22
 PAGE 2

BOND REDEMPTION ACCOUNTS

Beginning Balance - Money Market Account	\$223,745.72
Interest Earned @ 5.22% / ANB	1,275.12
Transfer from Checking	87,444.91
Transfer to STATE WIS - CWF loan payment	-
Wire Transfer Fee	-
Total Bond Redemption MM Acct Balance	\$312,465.75

Beginning Balance - LGIP Account	\$994,012.91
Interest Earned @ 5.31% / LGIP	\$4,485.05
Deposit	-
Withdrawal (STATE WIS - CWF loan payment)	-
Total Bond Redemption LGIP Acct Balance	\$998,497.96

TOTAL BOND REDEMPTION	\$1,310,963.71
-----------------------	----------------

DEPRECIATION ACCOUNTS

Beginning Balance - Money Market Account	\$177,105.74
Interest Earned @ 5.25% / ANB	771.65
Transfer from Checking	
Transfer to Checking	
Total Depreciation Acct Balance	\$177,877.39

Beginning Balance - LGIP Account	\$1,613,130.50
Interest Earned @ 5.31%	469.58
Total Depreciation LGIP Acct Balance	\$1,613,600.08

TOTAL DEPRECIATION ACCOUNT	\$1,791,477.47
----------------------------	----------------

SUMMARY

ANB CHECKING ACCOUNT	\$723,979.08
EQUIPMENT REPLACEMENT ACCOUNT	613,644.46
FUTURE CAPITAL CD ACCOUNT	\$1,295,959.88
BOND REDEMPTION ACCOUNTS	1,310,963.71
DEPRECIATION ACCOUNTS	1,791,477.47
PETTY CASH & WASTEHAULER DEPOSITS	\$1,208.89
TOTAL FUNDS AVAILABLE	\$5,737,233.49

Fox West Regional Sewerage Commission
 Income Statement with Previous Year Comparison
 August 31, 2023

	August 23	August 22	Jan - Aug 23	Jan - Aug 22	Y-T-D \$ Change	
Operations & Maintenance Income						
Grand Chute	79,576.53	85,313.33	671,213.46	640,596.67	30,616.79	
Clayton	3,364.13	3,815.78	29,109.82	28,721.36	388.46	
Fox Crossing	50,615.35	62,223.40	467,396.16	474,292.55	-6,896.39	
Greenville	34,650.04	39,435.25	287,769.30	292,456.73	-4,687.43	
Total Operation/Maint Income	\$168,206.05	\$190,787.76	\$1,455,488.74	\$1,436,067.31	\$19,421.43	
Operations & Maintenance Expenses						
Wages & Benefits	Commissioner Pay	1,418.15	1,759.05	10,367.95	10,513.40	-145.45
	Employee Pay	14,999.82	14,358.20	131,480.42	122,809.42	8,671.00
	Employee Benefits	8,249.26	9,167.59	63,083.43	76,388.53	-13,305.10
Utilities	Electric	60,187.46	49,144.28	444,418.24	388,337.42	56,080.82
	Natural Gas & Water	6,261.39	5,317.48	48,611.21	44,403.03	4,208.18
Chemicals	Ferric Chloride	21,875.61	30,393.83	186,382.93	166,609.42	19,773.51
	Polymer	0.00	0.00	0.00	14,861.00	-14,861.00
	Other Chemicals	0.00	0.00	0.00	0.00	0.00
General Operations	Contract Operations	47,035.80	45,350.97	376,286.40	371,787.76	4,498.64
	Rugs, Linens, Uniforms	368.32	538.73	3,941.52	3,693.45	248.07
	Grit & Refuse Hauling	1,494.38	1,507.42	17,130.45	15,749.67	1,380.78
	Other Operations	961.84	1,602.98	7,476.04	7,222.43	253.61
Sludge	Sludge Disposal	18,637.50	0.00	18,637.50	0.00	18,637.50
	Other Sludge Exp.	0.00	0.00	516.58	0.00	516.58
Plant Maint	Maintenance of Operations	0.00	5,472.50	29,153.12	79,113.48	-49,960.36
	Other Plant Maintenance	21,789.57	7,081.67	83,673.74	93,746.81	-10,073.07
Lab	Lab Operations	2,108.28	1,310.33	18,007.94	16,084.41	1,923.53
	WPDES Compliance Monitor	0.00	0.00	0.00	0.00	0.00
Administrative & General Expenses	Insurance & Legal	0.00	5,573.50	61,845.00	64,934.00	-3,089.00
	Annual Audit	0.00	0.00	9,425.00	8,715.00	710.00
	Office, Postage, Phone, etc	912.48	641.80	12,051.35	13,662.96	-1,611.61
	DNR Environment Fees	0.00	0.00	34,373.35	31,829.98	2,543.37
	Other General/Admin	20.00	-29.87	2,617.33	2,764.54	-147.21
Total Operating Expenses	\$206,319.86	\$179,190.46	\$1,559,479.50	\$1,533,226.71	\$26,252.79	
Gross Income (Loss)	(\$38,113.81)	\$11,597.30	(\$103,990.76)	(\$97,159.40)	(\$6,831.36)	
Other Operations Income						
Other Income	Interest Income	16,003.54	4,290.38	96,958.56	25,139.92	71,818.64
	Waste Hauler Income	16,509.14	18,346.05	134,282.33	139,600.94	-5,318.61
	Lab Testing/Vac-Waste/Misc	4,388.80	1,855.00	22,713.21	19,879.00	2,834.21
Other Operations Income	\$36,901.48	\$24,491.43	\$253,954.10	\$184,619.86	\$69,334.24	
Operating Fund Income (Loss)	(\$1,212.33)	\$36,088.73	\$149,963.34	\$87,460.46	\$62,502.88	
Replacement, Debt, Depreciation						
Repl.	Repl. Income from Users	34,337.66	34,337.50	274,701.24	274,701.34	-0.10
	Repl. Fund Expenses	7,612.00	0.00	52,210.67	158,099.64	-105,888.97
Debt	Debt Service from Users	87,444.94	92,353.80	723,970.27	738,833.86	-14,863.59
	Debt Service Interest	12,922.09	15,016.62	112,549.71	128,292.96	-15,743.25
Depr.	Depr. Income from Users	0.00	0.00	0.00	0.00	0.00
	Depr. Fund Expenses	5,280.00	0.00	29,361.00	33,566.50	-4,205.50
Income (Loss) for Replacement, Debt, Depreciation	\$95,968.51	\$111,674.68	\$804,550.13	\$693,576.10	\$110,974.03	
Reconciliation Discrepancies / Audit GASB / Plant Depreciation	0.00	0.01	0.00	0.02	-0.02	
Net Income (Loss)	\$94,756.18	\$147,763.40	\$954,513.47	\$781,036.54	\$173,476.91	

Fox West Regional Sewerage Commission
Balance Sheet Summary with Previous Year Comparison
As of August 31, 2023

Item B.

	August 31, 23	August 31, 22	\$ Change	% Change
ASSETS				
<u>Current Assets</u>				
<u>Cash & Investments</u>				
Checking-American Nat'l	723,979.08	445,971.34	278,007.74	62.34%
Cash-Wastehauler's Deposits	1,008.89	1,011.80	-2.91	-0.29%
Petty Cash	200.00	200.00	0.00	0.0%
Savings-Comm 1st	674.05	0.00	674.05	100.0%
Bond Redemption - Money Market & CD's	1,310,963.71	1,383,708.57	-72,744.86	-5.26%
Equipment Replacement - Money Market & CD's	613,644.46	376,565.42	237,079.04	62.96%
Depreciation Fund - Money Market & CD's	1,791,477.47	1,750,112.57	41,364.90	2.36%
Future Capital (CD)	1,295,959.88	1,263,021.68	32,938.20	2.61%
Total Cash & Investments	5,737,907.54	5,220,591.38	517,316.16	9.91%
<u>Other Current Assets</u>				
Accounts Receivable	308,937.59	337,813.11	-28,875.52	-8.55%
Undeposited Funds	0.00	0.00	0.00	0.0%
Inventory Mat'l & Supplies	12,521.00	12,521.00	0.00	0.0%
WRS Pension - Assets & Deferred Outflows	348,954.00	308,946.00	40,008.00	12.95%
Total Other Current Assets	670,412.59	659,280.11	11,132.48	1.69%
Total Current Assets	6,408,320.13	5,879,871.49	528,448.64	8.99%
<u>Fixed Assets</u>				
Land/Easements/Land Improvements	590,977.48	590,977.48	0.00	21.43%
Interceptor Mains & Access	1,648,042.84	1,648,042.84	0.00	0.0%
Structures, Equipment & Improvements	45,325,996.33	45,211,325.21	114,671.12	0.25%
Accumulated Depreciation	-25,028,459.62	-23,256,661.57	-1,771,798.05	1.65%
Total Fixed Assets	22,536,557.03	24,193,683.96	-1,657,126.93	-6.85%
TOTAL ASSETS	28,944,877.16	30,073,555.45	-1,128,678.29	-3.75%
LIABILITIES & EQUITY				
<u>Liabilities</u>				
<u>Current Liabilities</u>				
Accounts Payable	90,267.00	71,549.35	18,717.65	0.0%
Payroll Liabilities	44,424.43	36,039.99	8,384.44	8.83%
Pension Liability	285,734.00	269,716.00	16,018.00	328.51%
Customer Deposits	1,011.42	1,011.42	0.00	52.22%
Accrued Interest Expense & Other Liab	141,621.71	59,877.88	81,743.83	5.94%
Total Current Liabilities	563,058.56	438,194.64	124,863.92	28.5%
<u>Long Term Liabilities</u>				
CWF-INTERCEPTOR	0.00	57,790.80	-57,790.80	-100.0%
CWF-2009 Upgrade	5,722,729.06	6,694,534.85	-971,805.79	-14.52%
Total Long Term Liabilities	5,722,729.06	6,752,325.65	-1,029,596.59	-15.25%
Total Liabilities	6,285,787.62	7,190,520.29	-904,732.67	-12.58%
<u>Equity</u>				
Contributions in Aid-Grants/Agencies	4,951,269.00	4,951,269.00	0.00	-12.6%
Contributions in Aid-Communities	695,930.55	695,930.55	0.00	0.0%
Contributions in Aid-Others	147,494.00	147,494.00	0.00	0.0%
Accum Amort of Contributed Capital	-3,933,248.32	-3,933,248.32	0.00	0.0%
Retained Earnings-Unappropriated	19,697,193.84	20,094,616.39	-397,422.55	-1.98%
Restricted Net Position-Pension	145,937.00	145,937.00	0.00	0.0%
Net Income	954,513.47	781,036.54	173,476.93	-1.98%
Total Equity	22,659,089.54	22,883,035.16	-223,945.62	-0.98%
TOTAL LIABILITIES & EQUITY	28,944,877.16	30,073,555.45	-1,128,678.29	-3.75%

2023 INTEREST EARNINGS
August 31, 2023

gl #s	1002	1034	1036	1050	2186b	2131	2121	2152b	2152a	2152c	2141	2167b	2152a	
	Operations				Future	Replacement	Bond Redemption				Depreciation			TOTAL
	Checking	WH Deposit Winn Waste	WH Deposits	Savings	C.D.	MONEY MARKET	MONEY MARKET	C.D.	C.D.	LGIP	MONEY MARKET	C.D.	LGIP	
	0.05%	0.01%	0.01%	1.00%	2.65% due 9/12/2024	5.25%	5.22%	Matured 6/04/23	Matured 4/29/23	5.31%	5.25%	Matured 8/22/23 2.75%	5.31%	
	ANB	ANB	ANB	COMM1st	COMM1st	ANB	ANB	COMM1st	ANB	LGIP	ANB	COMM1st	LGIP	
Jan	22.76	0.01	0.00		2,833.97	519.95	1,025.70	360.12	1,904.65	0.00	170.04	3,567.62		\$10,404.82
Feb	18.59	0.00	0.00		2,565.41	491.85	1,016.02	325.56	0.00	0.00	153.73	3,229.62		\$7,800.78
Mar	23.84	0.00	0.01		2,845.98	564.80	1,262.13	360.74	0.00	0.00	170.35	3,582.92		\$8,810.77
Apr	22.03	0.01	0.00		2,760.30	1,225.43	1,092.00	349.41	1,947.75	1,879.95	371.27	3,475.14		\$13,123.29
May	29.92	0.00	0.00		2,858.46	2,170.23	738.96	361.37	0.00	1,907.48	692.97	3,598.80		\$12,358.19
Jun	28.01	0.01	0.01	11.41	2,772.40	2,277.96	508.37	341.27	0.00	3,445.98	708.85	3,490.55		\$13,584.82
Jul	29.41	0.00	0.00	0.00	2,870.99	2,473.18	805.99	0.00	0.00	4,330.60	747.42	3,614.76		\$14,872.35
Aug	31.40	0.00	0.00	0.00	2,877.37	2,648.85	1,275.12	0.00	0.00	4,485.05	771.65	3,444.52	469.58	\$15,533.96
Sep														\$0.00
Oct														\$0.00
Nov														\$0.00
Dec														\$0.00
TOTALS:	\$205.96	\$0.03	\$0.02	\$11.41	\$22,384.88	\$12,372.25	\$7,724.29	\$2,098.47	\$3,852.40	\$16,049.06	\$3,786.28	\$28,003.93	\$469.58	\$96,488.98
		\$217.42			\$22,384.88	\$12,372.25		\$29,724.22				\$32,259.79		
acct #s	-17	-87	-87	-5400	-7158	-92	-23	-0570	-76	-1	-11	-7183		
acct \$s	\$849,955.24	\$506.78	\$502.11	\$674.05	\$1,295,959.88	\$613,644.46	\$312,465.75	\$0.00	\$0.00	\$998,497.96	\$177,877.39	\$0.00	\$1,613,600.08	\$5,863,683.70

	Date Issued	Account	Amount	Rate	Term	Matures
Community First CU	2/11/2021	Depreciation	0.00	2.75%	12-month	#####
		TOTAL	\$0.00			
Community First CU	8/8/2021	Future Capital	1,295,959.88	2.65%	12-month	#####
		TOTAL	\$1,295,959.88			
TOTAL CD INVESTMENTS:			\$1,295,959.88			

	Account	Amount	Rate
American Nat'l Bank	Bond Redemption	\$312,465.75	5.22%
LGIP	Bond Redemption	\$998,497.96	5.31%
American Nat'l Bank	Depreciation	\$177,877.39	5.25%
LGIP	Depreciation	\$1,613,600.08	5.31%
American Nat'l Bank	Replacement	\$613,644.46	5.25%
TOTAL MONEY MARKET & LGIP ACCOUNTS:		\$3,716,085.64	

	Account	Amount	Rate
American Nat'l Bank	Operations - Checking	#####	0.05%
Community First CU	Savings	\$674.05	1.00%
American Nat'l Bank	Wastehauler Deposit	\$502.11	0.01%
American Nat'l Bank	Wastehauler Deposit	\$506.78	0.01%
TOTAL CHECKING & SAVINGS ACCOUNTS:		\$851,638.18	

**2023 BUDGET STATEMENT
FOX WEST REGIONAL
WASTEWATER TREATMENT PLANT**

Budget Through 08/31/2023

INCOME SOURCE	100.00% '23 BUDGET	MONTHLY 1/12 TOTAL	8.33% JAN	16.67% FEB	25.00% MAR	33.33% APR	41.67% MAY	50.00% JUNE	58.33% JULY	66.67% AUG	YTD TOTAL	BDGT THRU AUG (8/31/23)	(OVER)/UNDER BUDGET	% OF BUDGET
USER CHARGES:														
OPERATION AND MAINT	\$2,031,919.00	\$169,326.58	\$175,166.66	\$156,003.33	\$238,474.69	\$212,076.37	\$186,170.48	\$160,720.48	\$158,670.68	\$168,206.05	\$1,455,488.74	\$1,354,612.67	(\$100,876.07)	71.63%
EQUIPMENT REPLACEMENT	412,052.00	34,337.67	34,337.64	\$34,337.66	\$34,337.74	\$34,337.73	\$34,337.58	\$34,337.66	\$34,337.57	\$34,337.66	274,701.24	\$274,701.33	\$0.09	66.67%
BOND REDEMPTION	1,107,925.00	92,327.08	92,327.05	92,327.06	92,327.06	92,327.37	92,327.43	92,326.83	87,444.91	87,444.68	723,970.27	\$738,616.67	\$14,646.40	65.34%
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%
TOTAL BUDGETED INCOME	\$3,551,896.00	\$295,991.33	\$301,831.35	\$282,668.05	\$365,139.80	\$338,741.53	\$312,834.89	\$282,503.05	\$280,452.93	\$289,988.65	\$2,454,160.25	\$2,367,930.67	(\$86,229.58)	69.09%
CONTINGENCY FUNDING:														
INTEREST INCOME	\$37,000.00	\$3,083.33	\$10,404.82	\$7,800.78	\$8,810.77	\$13,123.29	\$12,358.19	\$13,584.82	\$14,872.35	\$16,003.54	\$96,958.56	\$24,666.67	(\$72,291.89)	262.05%
WASTEHAULER INCOME	200,000.00	16,666.67	13,595.98	16,365.73	17,656.70	19,118.57	16,509.90	17,359.26	17,167.05	16,509.14	134,282.33	\$133,333.33	(\$949.00)	67.14%
LAB & MISC. INCOME	26,000.00	2,166.67	6,399.41	3,252.00	2,263.00	1,549.00	1,720.00	1,786.00	1,355.00	4,388.80	22,713.21	\$17,333.33	(\$5,379.88)	87.36%
TOTAL CONT FUNDING	\$263,000.00	\$21,916.67	\$30,400.21	\$27,418.51	\$28,730.47	\$33,790.86	\$30,588.09	\$32,730.08	\$33,394.40	\$36,901.48	\$253,954.10	\$175,333.33	(\$78,620.77)	96.56%
BUDGETED SURPLUS	\$0.00	\$0.00												
TOTAL BUDGET	\$3,814,896.00	\$317,908.00	\$332,231.56	\$310,086.56	\$393,870.27	\$372,532.39	\$343,422.98	\$315,233.13	\$313,847.33	\$326,890.13	\$2,708,114.35	\$2,543,264.00	(\$164,850.35)	70.99%
2023 BUDGETED O&M EXPENSE														
WAGES & BENEFITS:														
COMMISSIONERS	\$15,000.00	\$1,250.00	\$1,222.70	\$1,222.70	\$1,222.70	\$1,418.15	\$1,222.70	\$1,222.70	\$1,418.15	\$1,418.15	\$10,367.95	\$10,000.00	(\$367.95)	69.12%
PLANT PERSONNEL	211,100.00	17,591.67	16,879.05	15,149.80	15,074.80	14,999.80	22,612.21	15,663.24	16,101.70	14,999.82	131,480.42	\$140,733.33	\$9,252.91	62.28%
EMPLOYEE BENEFITS	119,837.00	9,986.42	7,468.60	7,642.91	7,557.50	7,619.30	8,170.96	8,782.10	7,592.80	8,249.26	63,083.43	\$79,891.33	\$16,807.90	52.64%
UTILITIES:														
ELECTRIC POWER	585,000.00	48,750.00	49,045.30	53,563.96	48,816.06	56,602.71	59,361.32	61,657.26	55,184.17	60,187.46	444,418.24	\$390,000.00	(\$54,418.24)	75.97%
OTHER UTILITIES	65,000.00	5,416.67	7,463.62	7,229.59	7,014.69	5,828.88	8,345.93	875.49	185.35	6,261.39	43,204.94	\$43,333.33	\$128.39	66.47%
CHEMICALS:														
FERRIC CHLORIDE	259,000.00	21,583.33	21,922.85	22,310.26	21,745.57	22,348.30	21,674.65	32,039.22	22,466.47	21,875.61	186,382.93	\$172,666.67	(\$13,716.26)	71.96%
OTHER CHEMICALS	35,000.00	2,916.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$23,333.33	\$23,333.33	0.00%
GENERAL OPERATIONS:														
CONTRACT OPERATIONS	590,942.00	49,245.17	45,350.97	48,720.63	47,035.80	47,035.80	47,035.80	47,035.80	47,035.80	47,035.80	376,286.40	\$393,961.33	\$17,674.93	63.68%
OTHER OPERATING COSTS	40,600.00	3,383.33	2,865.84	3,096.75	2,473.86	2,876.76	7,352.03	2,610.91	4,447.32	2,824.54	28,548.01	\$27,066.67	(\$1,481.34)	70.32%
SLUDGE HANDLING:														
SLUDGE DISPOSAL	27,000.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,637.50	18,637.50	\$18,000.00	(\$637.50)	69.03%
OTHER SLUDGE EXPENSES	500.00	41.67	0.00	0.00	0.00	0.00	0.00	0.00	516.58	0.00	516.58	\$333.33	(\$183.25)	103.32%
PLANT MAINTENANCE:														
PLANT MAINTENANCE/REPAIR	194,200.00	16,183.33	15,836.69	9,514.91	9,840.38	13,070.26	5,825.71	25,752.35	8,171.99	21,789.57	109,801.86	\$129,466.67	\$19,664.81	56.54%
LABORATORY:														
LAB OPERATIONS	8,000.00	666.67	1,945.53	3,806.19	2,096.86	2,546.21	1,368.16	2,174.17	1,962.54	2,108.28	18,007.94	\$5,333.33	(\$12,674.61)	225.10%
WPDES-COMPL. MONITORING	12,500.00	1,041.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$8,333.33	\$8,333.33	0.00%
ADMINISTRATIVE/GENERAL:														
INSURANCE/LEGAL	69,740.00	5,811.67	51,298.00	0.00	5,259.00	0.00	29.00	5,259.00	0.00	0.00	61,845.00	\$46,493.33	(\$15,351.67)	88.68%
ANNUAL AUDITING SERVICES	9,000.00	750.00	0.00	0.00	9,425.00	0.00	0.00	0.00	0.00	0.00	9,425.00	\$6,000.00	(\$3,425.00)	104.72%
OFFICE, POSTAGE, PHONE, ETC	12,000.00	1,000.00	853.88	1,466.54	2,004.21	578.12	2,308.27	1,771.12	1,666.03	912.48	11,560.65	\$8,000.00	(\$3,560.65)	96.34%
DNR ENVIRONMENTAL FEES	35,000.00	2,916.67	0.00	0.00	0.00	0.00	34,373.35	0.00	0.00	0.00	34,373.35	\$23,333.33	(\$11,040.02)	98.21%
GENERAL ADMIN. EXPENSE	5,500.00	458.33	27.75	0.00	2,350.00	25.00	55.50	40.33	27.75	20.00	2,546.33	\$3,666.67	\$1,120.34	46.30%
TOTAL O&M EXPENSES	\$2,294,919.00	\$191,243.25	\$222,180.78	\$173,724.24	\$181,916.43	\$174,949.29	\$219,735.59	\$204,883.69	\$166,776.65	\$206,319.86	\$1,550,486.53	\$1,529,946.00	(\$20,540.53)	67.56%
CONTINGENCY APPLIED	\$235,400.00	\$19,616.67	\$30,937.53	(\$17,519.01)	(\$9,326.82)	(\$16,293.96)	\$28,492.34	\$13,640.44	(\$24,466.60)	\$15,076.61	\$20,540.53	\$156,933.33	\$136,392.80	8.73%

FOX WEST REGIONAL SEWERAGE COMMISSION

Item B.



1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

Monthly Operational Summary

September, 2023

PLANT OPERATIONS

1. **PLANT PERFORMANCE** – The facility met all DNR permit limits in September.
2. **PLANT POWER OUTAGE**- WE Energies temporarily disconnected the primary power supply to the plant on 9/20/23 in order to remove three overhead power lines which crossed HWY 41. Faith Technologies assisted us with switching the plant over to the secondary power feed on 9/18/23 in anticipation of the upcoming outage. WE Energies' work was completed and Faith switched the plant back over to the primary service on 9/21/23. During the transfer process a small transformer on the power supply for #2 grit classifier failed. Faith installed a spare transformer and the unit was returned to service that day.
3. **PHOSPHATE ANALYZER**- The Hach phosphate analyzer has arrived. We have budgeted for Faith Technologies to install this unit in early 2024. The analyzer automatically collects a small effluent sample multiple times per day and tests it for phosphorus. The analyzer will provide feedback on the test results to the scada computer. The scada computer will then adjust the chemical pump feed rate accordingly. This will allow us to optimize the chemical feed and reduce the amount of ferric chloride needed to meet our phosphorus limit.

PRETREATMENT

1. **CANTEEN VENDING**- The pH readings have been within limits since the new pH probe was installed.
2. **CINTAS**- We will be issuing a notice of non-compliance (NON) for an exceedance of the fats, oils, and grease limit.
3. **PIERCE**- We will be issuing a NON for an exceedance of the pH limits
4. **GULFSTREAM**- Gulfstream will be receiving an amended permit with the addition of a new outfall associated with their new process located at the northwest corner of the property.
5. **SEMI-ANNUAL REPORT**- The semi-annual report for the first half of 2023 has been submitted to the DNR.

EQUIP OPERATIONS

1. **FORKLIFT**- The forklift has developed a bad oil leak on the transmission housing. We had a technician from Crown onsite to investigate the leak. He said that in order to properly repair the leak he would have to bring the lift to their shop and remove the transmission. This would likely be a very expensive repair. He tried to use an epoxy compound to seal the housing as a temporary fix, but it did not resolve the problem. We are also experiencing issues with the starter. We have had to tap on it with a crow bar to get it to turn over. The technician said that they don't make that type of starter anymore, but he could look for a used one if we want to continue to use this lift. The current forklift was made in 1992 and has 13,671 hours of run time on it. I am proposing that we look at options to replace this unit ASAP. Estimates for a replacement have been included in the meeting packet.

2. **UV DISINFECTION-** September 30th is the final day for seasonal disinfection of our effluent. The UV system will be powered down on 10/1 and all four banks of bulbs will be removed from the channels. All of the sleeves will be cleaned using an ammonia free solution, and the bulbs will be covered and stored until next April when we will be required to begin disinfecting our discharge again.
3. **RAW PUMP #2-** We are still waiting for the new pump to arrive. The rebuilt motor from L&S Electric is onsite and ready to be installed. The pump will be supplied by Crane Engineering, and Crane has stated that they will provide an operator free of charge to assist with the installation since it has taken longer than expected to receive the pump.
4. **HOT WATER HEATER-** The hot water heater in the old head works building began leaking from the bottom housing. The new unit was purchased from Grainger (\$543.00), and Fox West staff installed it on 9/25/23. The old unit was installed in 2007.
5. **UVI PROBE-** The intensity probe on bank 2B of the UV system failed in August. A new probe was purchased from Mulcahy Shaw (\$3,127.53) and Fox West staff installed it on 9/13/23.
6. **RE-USE WATER HYDRANT-** The hydrant near the wash down pad was leaking and needed to be repaired. Fox West staff disassembled the hydrant and installed new gaskets and a ball valve on the discharge.
7. **ROTORK VALVE ACTUATOR-** During routine testing we found that the Rotork valve actuator on the primary effluent line leading to IFAS train #3, basin #2 was not working. I have contacted Rotork to request a quote for a service technician to come on-site to troubleshoot.



Crown Lift Trucks - Milwaukee

5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation

09/25/2023

Quote No. 597542

Fox West Sewage Commission



NEW

Pricing Information

Quantity	Products	Price Each	Extended
1	C5C1000-50	\$38,692.80	\$38,692.80
	Total Package Price:		\$38,692.80
	(Tax not included in price)		



Crown Lift Trucks - Milwaukee
 5150 S Towne Dr
 New Berlin, WI 53151
 262-695-0950
 crown.com

Quotation
09/25/2023
Quote No. 597542
Fox West Sewage Commission

Features and Options

C5C1000-50 5,000 lb. Capacity, IC Cushion Tire

Mfg. Standard for Destination	ANSI
Mast Type	TT
Lift Height	188"/4775mm
Collapsed Height	83"/2110mm
Tilt Options	5 Deg Back / 5 Deg Forward
Overhead Guard Options	Isomounted Operator Cell
Steer Axle Mounting	Isomounted Steer Axle
LP Bottle Bracket Type	Fold Down Single Strap
Sideshifter	Crown Integral Sideshifter
Accessory Hydraulics	Single Accessory Hydraulic
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol
Fork Carriage Width	38"/965mm
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 4" / 45mm x 100mm
Fork Length	42"/1065mm
Fork Spread	36"/915mm
Load Backrest Size	39" x 30"/990mm x 760mm (WxH)
Battery Type	Wet Cell - Severe Duty
Alternator	12 V 70 Amps Standard
Exhaust System	LPG Catalytic Muffler
Radiator Type	Dual Opencore Radiator
Vented Side Panels	Yes
Air Intake	Single Element Mech. Indicator
Seat Option	FlexSeat™ Fabric
Seatbelt	High Visibility Orange Seatbelt
Steering Wheel Option	13" Steering Wheel
Pedal Control Options	Separate Inching and Brake Pedal (3 Pedals)
Brake System	Drum Brakes
Tread Width	Standard Tread
Drive Tire Options	Smooth Rubber
Steer Tire Options	Smooth Rubber
Paint Color	Crown Beige/Gray
Label & Decal Language	US English
Domestic Shipment Handling	Standing

Warranties:

Warranty Standard - One Year/Unlimited Hours



Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
09/25/2023
Quote No. 597542
Fox West Sewage Commission

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.

If **Fox West Sewage Commission** cannot accept merchandise at the time of shipment from our supplier, **Fox West Sewage Commission** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.

FOB: Factory
Terms: Net 10 DAYS.

Crown Lift Trucks

Jamie Muniz

Jamie Muniz
Account Representative

Fox West Sewage Commission

By _____

Title _____

Date _____

TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.

- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
 15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
 16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
 17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
 18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
 19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
 20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

USED

Item B.



Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

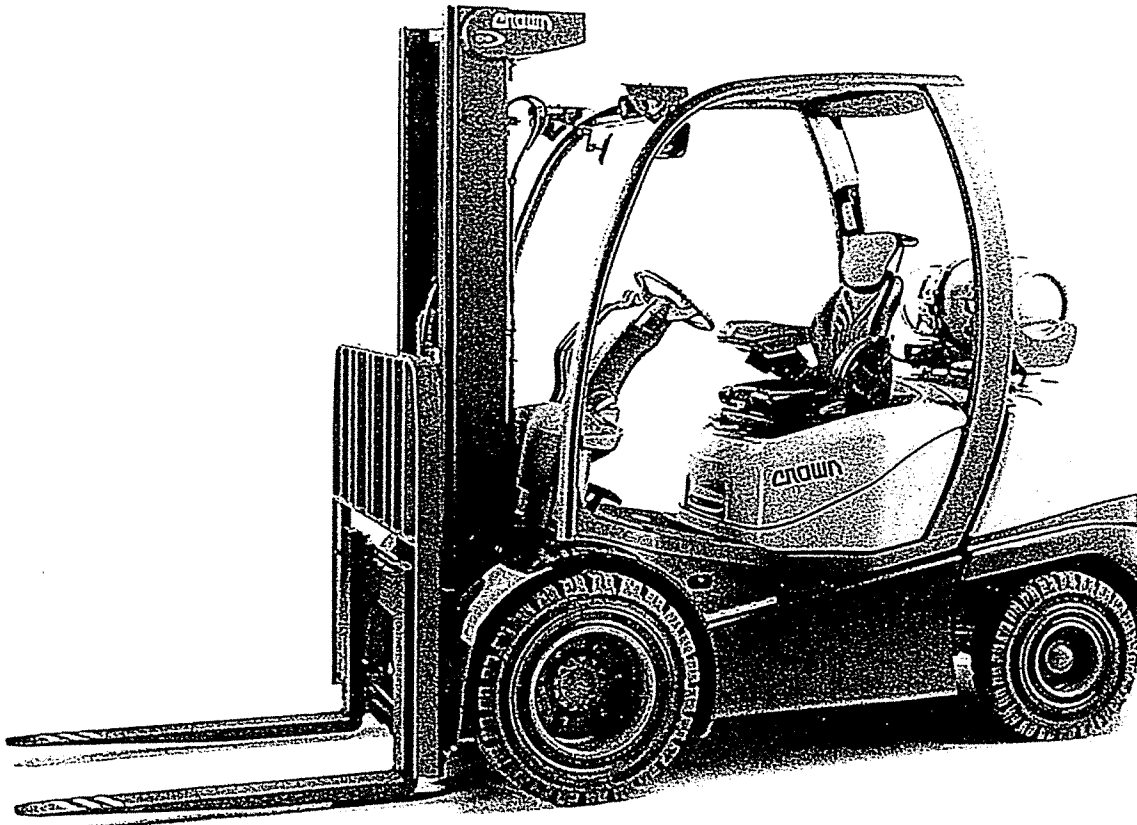
Quotation
09/25/2023
Quote No. 597543
Fox West Sewage Commission

Features and Options

Used C5C 5,000 lb. Capacity, IC Cushion Tire

Equipment Age	6-12 Years
Mast Type	TT
Lift Height	188"/4775mm
Operator Manual and Decal Language	English
Warranty	90 Day Coverage on All Major Components, Parts and Labor. 30 Days Coverage on Wearable Components

See attached pages for used options specs and pricing





Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
09/25/2023
Quote No. 597543
Fox West Sewage Commission

Option 1:

SN: 10054642

Year: 2017

Estimated Hours: 5,769

Price: \$21,900.00

[10] Standard	[340] Fuel level sensor
[20] Overseas Shipment - Not overseas	[350] Transmission Temp. Sensor
[30] Manufacturing Standard -	[360] Seat - Flex Seat w/ Vinyl
[40] ANSI for U.S.	[370] crownhr Suspension Hip Restraint
[50] Model - CS1000-50	[380] High Visibility Seatbelt
[60] Truck weight less battery - 5631#	[390] No Storage Pocket on Seat
[70] Mast Type - TT	[400] No Seat Spacer
[80] Lift Height - 188 188"/4775mm	[410] Storage Tray
[90] Collapsed Ht. - 83"/2110mm	[420] Seat Belt Interlock
[100] Tilt - 5 Deg Back / 5 Deg Forward	[430] Travel Alarm - Reverse
[110] Partial Tapered	[440] Front LED Worklights
[120] - 1.8" x 4" / 45mm x 100mm	[450] LED Brake and Backup Light Pkg
[130] - 48"/1220mm	[460] Strobe Light - Amber LED
[140] Fork Spread - 36"/915mm	[470] Single Domed Rear View Mirror
[150] Fork Carriage Width - 38"/965mm	[480] B-Post Horn
[160] UL Rating - LP Gas	[490] Counterweight Wedge
[170] Fuel Type - lpg LPG	[500] Tow Hitch Pin
[180] LP Bottle Bracket - 318d1 Fold Down LP B	[510] Standard Tread
[190] Exhaust System - LPG ANSI Muffler, Catal	[520] Drive Tire - Smooth
[200] Cooling System - Dual Opencore Radiator	[530] Steer Tires - Traction
[210] Air Intake - Single Element Mech. Indica	[540] Fork Positioner - Cascade 55F-FPS-A041
[220] Battery Type - Wat Cell - Standard Duty	[550] Double Function Hydraulics
[230] Alternator - 12 Volt, No Enclosure	[560] Double Accessory Plumbing
[240] Transaxle - Hydrodynamic Transaxle	[570] No Hydraulic Function W/Cable
[250] Brake System -	[580] Third Lever Function -
[260] Drum Brakes	[590] Sideshift Symbol
[270] Steer Axle - iso Isomounted Steer Axle	[600] Fourth Lever Function -
[280] OHG - iso Isomounted Operator Cell	[610] Fork Positioner Symbol
[290] OHG Height - 84"/2135mm	[620] Load Backrest -
[300] Controls - Levers	[630] 41"/1040mm x 48"/1220mm
[310] Two Pedals with Levers	[640] 0 0% Low Temp Oil
[320] Mode Select	[650] Language - US English
[330] Low LP Light -	[660] Paint - Crown Beige/Gray Paint Colors
[340] Fuel level sensor	[670] Shipment Handling - Standing



Crown Lift Trucks - Milwaukee
 5150 S Towne Dr
 New Berlin, WI 53151
 262-695-0950
 crown.com

Quotation

09/25/2023

Quote No. 597543

Fox West Sewage Commission

Option 2:

SN: 10053855

Year: 2017

Estimated Hours: 7,326

Price: \$19,800.00

[10] Standard	[340] Fuel level sensor
[20] Overseas Shipment - Not overseas	[350] Transmission Temp. Sensor
[30] Manufacturing Standard -	[360] Seat - Flex Seat w/ Vinyl
[40] ANSI for U.S.	[370] crownhr Suspension Hip Restraint
[50] Model - CS100C-50	[380] High Visibility Seatbelt
[60] Truck weight less battery - 9631#	[390] No Storage Pocket on Seat
[70] Mast Type - TT	[400] Seat Spacer to Raise Seat
[80] Lift Height - 188 188"/4775mm	[410] Storage Tray
[90] Collapsed Ht. - 83"/2110mm	[420] Seat Belt Interlock
[100] Tilt - 5 Deg Back / 5 Deg Forward	[430] Travel Alarm - Reverse
[110] Partial Tapered	[440] Front LED Worklights
[120] - 1.8" x 4" / 45mm x 100mm	[450] LED Brake and Backup Light Pkg
[130] - 48"/1220mm	[460] Strobe Light - Amber LED
[140] Fork Spread - 36"/915mm	[470] Single Domed Rear View Mirror
[150] Fork Carriage Width - 38"/965mm	[480] B-Post Horn
[160] UL Rating - LP Gas	[490] Counterweight Wedge
[170] Fuel Type - lpg LPG	[500] Tow Hitch Pin
[180] LP Bottle Bracket - 318d1 Fold Down LP B	[510] Standard Tread
[190] Exhaust System - LPG ANSI Muffler, Catal	[520] Drive Tire - Smooth
[200] Cooling System - Dual Opencore Radiator	[530] Steer Tires - Traction
[210] Air Intake - Single Element Mech. Indica	[540] Fork Positioner - Cascade 55F-FPS-A041
[220] Battery Type - Wet Cell - Standard Duty	[550] Double Function Hydraulics
[230] Alternator - 12 Volt, No Enclosure	[560] Double Accessory Plumbing
[240] Transaxle - Hydrodynamic Transaxle	[570] No Hydraulic Function W/ Cable
[250] Brake System -	[580] Third Lever Function -
[260] Drum Brakes	[590] Sideshift Symbol
[270] Steer Axle - iso Isomounted Steer Axle	[600] Fourth Lever Function -
[280] OHG - iso Isomounted Operator Cell	[610] Fork Positioner Symbol
[290] OHG Height - 84"/2135mm	[620] Load Backrest -
[300] Controls - Levers	[630] 41"/1040mm x 48"/1220mm
[310] Two Pedals with Levers	[640] 0.0% Low Temp Oil
[320] Mode Select	[650] Language - US English
[330] Low LP Light -	[660] Paint - Crown Beige/Gray Paint Colors
[340] fuel level sensor	[670] Shipment Handling - Standing



Crown Lift Trucks - Milwaukee
 5150 S Towne Dr
 New Berlin, WI 53151
 262-695-0950
 crown.com

Quotation
 09/25/2023
 Quote No. 597543
 Fox West Sewage Commission

Option 3:

SN: 9A209789

Year: 2014

Estimated Hours: 6,748

Price: \$17,270.00

[10] Standard	[390] Seat Spacer to Raise Seat
[20] Manufacturing Standard -	[400] Front LED Worklights
[30] ANSI for U.S.	[410] Counterweight Wedge
[40] Model - CS1000-50	[420] Tow Hitch Pin
[50] Truck weight less battery - 9500#	[430] Standard Tread
[60] Mast Type - TT	[440] Drive Tire - Smooth
[70] Lift Height - 165 165"/4775mm	[450] Steer Tires - Smooth
[80] Collapsed Ht. - 83"/2110mm	[460] Cascade Shifter
[90] Tilt - 5 Deg Back / 5 Deg Forward	[470] Single Function Hydraulics
[100] Partial Tapered	[480] Third Lever Function -
[110] - 1.8" x 4" / 40mm x 100mm	[490] Shifter Symbol
[120] - 42"/1065mm	[500] Fourth Lever Function -
[130] Fork Spread - 36"/915mm	[510] No Lever Required
[140] Fork Carriage Width - 38"/965mm	[520] Load Backrest -
[150] UL Rating - LP Gas	[530] 39"/990mm x 30"/760mm
[160] Engine Manufacturer - John Deere	[540] 0.0% Low Temp Oil
[170] Fuel Type - lpg LPG	[550] Language - US English
[180] LP Bottle Bracket - Fold Down LP Bottle	[560] Paint - Crown Beige/Gray Paint Colors
[190] Exhaust System - LPG Muffler, Catalytic	[6000] *****
[200] Cooling System - Dual Opencore Radiator	[8001] AMENDMENT 12/29/14 JS
[210] Air Intake - Single Element Mech. Indica	[8002] REMOVE:
[220] Battery Type - Wet Cell	[8003] SIDESHIFTER
[230] Alternator - 12 Volt, No Enclosure	[8004] CHANGE:
[240] Transaxle - Hydrodynamic Transaxle	[8005] PEDALS FROM 3 TO TWO
[250] Brake System -	[8006] SEAT FROM FLEX FABRIC TO FLEX VINYL
[260] Drum Brakes	[8007] LBR FROM 39X48 TO 41X48
[270] Steer Axle - iso Isomounted Steer Axle	[8008] FORKS FROM 42" TO 48"
[280] OHG - iso Isomounted Operator Cell	[8009] SINGLE FUNCTION HYDRAULICS TO DOUBLE FUN
[290] OHG Height - 84"/2135mm	[8010] ADD:
[300] Controls - Levers	[8011] FORK POSITIONER 55F-FPS-A041
[310] Three Pedals with Levers	[8012] EA# 333E
[320] Mode Select	[8013] STORAGE TRAY
[330] Low LP Light -	[8014] BACK-UP AND BRAKE LIGHT PACKAGE LED
[340] Fuel level sensor	[8015] LED AMBER STROBE LIGHT
[350] Transmission Temp. Sensor	[8016] REAR POST HANDLE WITH HORN
[360] Seat - Flex Seat w/ Fabric	[8017] POS/NEG ACCESSORY CABLE
[370] crownhr Suspension Hip Restraint	



Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
09/25/2023
Quote No. 597543
Fox West Sewage Commission

Pricing Information

Option	Products	Price Each	Extended
___ 1	Used C5	\$21,900.00	\$21,900.00
___ 2	Used C5	\$19,800.00	\$19,800.00
___ 3	Used C5	\$17,270.00	\$17,270.00

(Tax and delivery not included)

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.
If **Fox West Sewage Commission** cannot accept merchandise at the time of shipment from our supplier, **Fox West Sewage Commission** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.
FOB: Factory
Terms: Net 10 DAYS.

Crown Lift Trucks

Jamie Muniz

Jamie Muniz
Account Representative

Fox West Sewage Commission

By _____

Title _____

Date _____

TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. **NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. **THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.**

- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.**
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
 15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the sum or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
 16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
 17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
 18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
 19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
 20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

AMENDMENT TO AGREEMENT #1
FOX WEST REGIONAL SEWERAGE COMMISSION
Wastewater Treatment Facility
Blower & Fine Screen Replacement Project
Design & Equipment Procurement Services
McM. No. F0059-09-23-00275.02
September 28, 2023



The following amends the Proposal Agreement for Professional Engineering Services for the Wastewater Treatment Facility Blower & Fine Screen Replacement Project Design & Equipment Procurement Services, dated July 27, 2023.

CHANGE IN WORK SCOPE - BACK-UP GENERATOR ADDITION

1. Preliminary Engineering Phase
 - a. Review loads in Headworks Building and develop design criteria for the new back-up generator.
 - b. Solicit budgetary quotes from equipment vendors for the new generator.
 - c. Provide a preliminary Opinion of Probable Cost for the new generator installation.
 - d. Prepare Technical Memorandum summarizing findings and providing recommendations.
2. Equipment Procurement and Final Design Phases - Per the original Contract.

Current Contract Fee	\$176,000
Change In Work Scope	
Generator Addition	
Design & Equipment Bidding	\$22,000
<hr/>	
New Contract Price	\$198,000

AUTHORIZATION

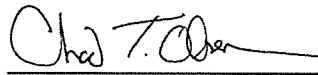
Owner:

FOX WEST REGIONAL SEWERAGE COMMISSION | Village Of Fox Crossing, Winnebago County, WI

Authorized Signature

Date





Engineer:
McMAHON ASSOCIATES, INC. | Neenah, Wisconsin



Chad T. Olsen, P.E., BCEES
Vice President / Water & Wastewater Project Manager

September 28, 2023
Date



 Thu 9/28/2023 7:27 AM
Miller, Howard <Howard.Miller@winnebagoountywi.gov>
Monthly Update
To  townofwolfriver@centurytel.net;  clerk@townofwinchesterwi.com;  Clerk Town of Clayton
i Follow up. Completed on Thursday, September 28, 2023.

Hi Clerks

There were a couple of things of interest at the last county board meeting.

The county authorized the borrowing, not to exceed, \$9.9 million to cover the cost of capital spending this year.

The county authorized the installation of automated pay stations at the seven boat landings operated by the county. This should make it more confident for boaters as it will allow the use of credit cards.

In October I plan to attend the following town board meetings:

- Winchester Oct 2
- Clayton Oct 4
- Wolf River Oct 23

Howie

Howard Miller
(920) 427-6423
Winnebago County Supervisor 36

Department of Public Safety

Sept 29th. 2023

DPS Report to Town Board

As of September 29th. 2023 the Dept. has been paged-out for 186 calls. Ninety-one were EMR calls and seventy-six were fire calls, and sixteen that were both. This compares to 183 to date in 2022.

Not much new to report in the last two weeks.

The parts for the repairs on T43 that were approved at the last Board meeting have been ordered. Repairs will be completed once the parts come in.

We met with Pierce on Sept. 20th to finalize the dwgs for the new engine. Completion is currently scheduled for May 2024. It is a good thing we ordered the truck when we did. The current price of the engine is 30% higher than when we ordered it. That amounts to about \$250,000.

We are looking for rescue heroes to join our department. Your help in spreading the word is appreciated.

Please consider donating blood. The need is great and donors are in short supply.

Please contact me with questions or concerns,

Director Rieckmann

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the renewal of an intergovernmental agreement with Winnebago County to provide road maintenance services for the Town for CY 2024.

Winnebago County has approached the Town to renew our maintenance service agreement for CY 2024. In CY 2023 the Town budgeted \$500k for road maintenance work on some of our most neglected roadways. Leveraging the Town's partnership with the County, the Town was able to complete much-needed resurfacing on sections of Oakridge Rd, Fairview Rd, & Oakwood Rd (Hillcrest Rd is still in process) at an approximate cost of \$300k. If these projects were engineered & put out to bid, the cost to the Town would have been approximately \$750k.

The Administrator has reviewed the agreement and proposes renewal for CY 2024.

If the Board agrees, a motion to approve the agreement would be in order.

SUGGESTED MOTION:

Motion to approve the renewal of the Maintenance Service Agreement with Winnebago County for CY 2024 to provide road maintenance services at the discretion of the Town, and authorize the Administrator to execute said agreement.

Should you have any questions related to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey



OSHKOSH (920) 232-1700
FOX CITIES (920) 727-8640
FAX (920) 424-7790

Winnebago County

Highway Commission

The Wave of the Future

September 13, 2023

Mr. Russell Geise, Chairperson
Town of Clayton
8014 County Rd. T
Larsen, WI 54947

Dear Chairman Geise:

Each year, the Winnebago County Highway Department seeks to partner with the towns by providing maintenance services for the following year. This is a positive arrangement for both the county and the town. To continue providing these services to our customers, the Highway Department is attempting to assess the future material, labor, and equipment needs of the Highway Department. I would ask that you consider your maintenance needs for 2024 and review the language in the enclosed Maintenance Agreement. If you and the town board agree, please sign in the appropriate place at the bottom of the page and return it to the Highway Department as soon as possible.

I would like to thank the Town of Clayton for utilizing the Highway Department to provide and deliver maintenance services to the town residents. I strongly believe that we can deliver the highest quality services to our residents when local governments work together.

If you or the town board have any questions concerning the town maintenance agreement, please feel free to contact me at rdoemel@winnebagocountywi.gov or 920-232-1700 at your convenience. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Doemel", written over a horizontal line.

Robert Doemel, Commissioner
Winnebago County Highway Department

CC: Town Clerk

RD: ls

**WINNEBAGO COUNTY HIGHWAY
&
TOWN OF CLAYTON
MAINTENANCE AGREEMENT**

Whereas, the Town of Clayton, a town located in Winnebago County, would like to retain the services of the Winnebago County Highway Department to provide and deliver certain highway-related maintenance work during the calendar year of 2024; and

Whereas, the Winnebago County Highway Department is willing and able to perform said maintenance services on behalf of the Town of Clayton during calendar year 2024.

Now, therefore, for that mutual consideration as stated herein, it is agreed by and between the Town of Clayton and the Winnebago County Highway Department as follows:

1. This agreement shall be for a period of one-year commencing the 1st day of January, 2024 and continuing through December 31, 2024.
2. This maintenance work shall include general maintenance and miscellaneous work as needed during the year;

GENERAL MAINTENANCE ACTIVITIES

Surface Maintenance
Shoulder Maintenance
Vegetation Maintenance and Control
Maintenance of Safety Appurtenances
Guard and security fencing, bridge railings, and attenuators
Maintenance of Drainage Facilities
Culverts, ditches, and catch basins
Litter Pickup
Traffic Control
Marking and Signage
Pavement Ratings

MISCELLANEOUS ACTIVITIES

Asphalt Milling
Asphalt Pulverizing
Seal Coating
Grading
Paving
Bridge Inspections and Repairs
Equipment Repairs

- 3. The Town shall pay for all maintenance work performed & delivered in accordance with the wage rates, material costs and machinery rental rates of the Winnebago County Highway Department as established by Winnebago County.
- 4. All work will be on a time and materials basis and will be at the direction of the Town.
- 5. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in s.51.01(5) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 6. The Town of Clayton agrees at all times during the term of this agreement to; indemnify, save harmless, and defend Winnebago County, its Board, Officers, Employees, and Representatives may sustain, incur or be required to pay by reason Winnebago County, furnishing services, or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused solely by or resulting from the acts or omissions of Winnebago County, its Agencies, Boards, Officers, Employees, or Representatives.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this

_____ Day of _____, 2023.

TOWN of Clayton

CHAIRMAN _____

CLERK _____

Winnebago County Highway Department

By: _____

Robert Doemel, Commissioner
Winnebago County Highway Department

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the Certificate for Payment #3 for Eagle Heights Dr & Wing Ln Sanitary Sewer, Street & Stormwater Pond Construction submitted by MCC, Inc. in the amount of \$58,813.79.

Please find in your packets a copy of the Certificate for Payment #3 submitted by MCC, Inc. for work performed on the construction of the above-listed projects.

The Administrator has reviewed the certificate of payment and feels the Certificate of Payment is correct and should be paid.

If the Board agrees, a motion to approve the Certificate for Payment would be in order.

SUGGESTED MOTION:

Motion to approve the Certificate for Payment #3 submitted by MCC, Inc. in the amount of \$58,813.79.

Should you have any questions related to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

RECEIVED
SEP 14 2023

McMAHON

ENGINEERS ARCHITECTS

August 31, 2023

Town of Clayton
Attn: Kelly Wisnefske, Administrator
8348 Hickory Avenue
Larsen, WI 54947

Re: Town of Clayton
Eagle Heights Drive & Wing Lane
Water Main, Sanitary Sewer, Street & Stormwater Pond Construction
Certificate for Payment #3
McM. No. C0023-09-22-00286.24

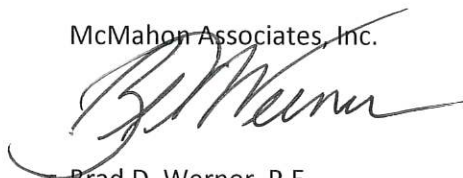
Dear Kelly:

Enclosed herewith is Certificate for Payment #3 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of \$58,813.79 for partial payment for work performed through August 29, 2023.

Please process the enclosed, and forward payment to MCC, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.



Brad D. Werner, P.E.
Vice President / SR Municipal Engineer

BDW:car

cc: MCC, Inc.

Enclosure: Certificate for Payment #3

CERTIFICATE FOR PAYMENT

TOWN OF CLAYTON
8348 Hickory Avenue
Larsen, WI 54947

Contract No. C0023-09-22-00286.24
Project File No. C0023-09-22-00286
Certificate No. Three (3)
Issue Date: August 31, 2023
Project: Eagle Heights Dr & Wing Ln Water Main,
Sanitary Sewer, Street & SW Pond Const.

This Is To Certify That, In Accordance With The Contract Documents Dated: (Date of Contract Agreement)

MCC, Inc.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Is Entitled To Partial Payment For Work Performed Through: August 29, 2023

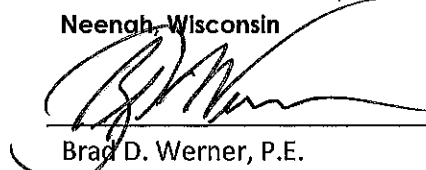
- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

Original Contract	<u>\$867,008.45</u>	Completed To Date	<u>\$876,141.59</u>
Net Change Orders	<u>\$0.00</u>	Retainage 2.5%	<u>\$21,675.21</u>
Current Contract Amount	<u>\$867,008.45</u>	Subtotal	<u>\$854,466.38</u>
		Previously Certified	<u>\$795,652.59</u>

Amount Due This Payment: \$58,813.79

Please process and forward payment to MCC, Inc.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin


Brad D. Werner, P.E.
Vice President / Sr Municipal Engineer

CERTIFICATE FOR PAYMENT #3

TOWN OF CLAYTON
 EAGLE HEIGHTS DRIVE & WING LANE
 WATER MAIN, SANITARY SEWER, STREET & STORMWATER POND CONSTRUCTION
 Contract No. C0023-09-22-00286.24

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

MCC, INC.
 2600 N. Roemer Road
 PO Box 1137
 Appleton, WI 54912-1137

BASE BID | STORMWATER POND

Item	Description	Qty	Unit	Limit Price	Bid Quantities	Cert-Pay 01	Cert-Pay 02	Cert-Pay 03	Completed To Date	
					Qty	Total	Qty	Total	Qty	Total
34.	Erosion Control - Eagle Heights Stormwater Pond and Fill Area	1	L.S.	\$7,980.00	1	\$7,980.00			1	\$7,980.00
35.	Dewatering, Water Control - Eagle Heights Stormwater Pond and Pond Utilities	1	L.S.	\$729.84		\$729.84	1	\$0.00	1	\$729.84
36.	Clearing and Grubbing	1	L.S.	\$6,000.00		\$6,000.00		\$0.00	1	\$6,000.00
37.	Pond Excavation (Est. at 21,000 C.Y.)	1	L.S.	\$76,723.92		\$76,723.92	1	\$0.00	1	\$76,723.92
38.	Ditch Construction	42	L.F.	\$8.75		\$367.50	42	\$0.00	42	\$367.50
39.	12 Inch RCP	317	L.F.	\$45.00		\$14,265.00	317	\$0.00	317	\$14,265.00
40.	12 Inch RCP Endwall	1	Ea.	\$975.00		\$975.00		\$0.00	1	\$975.00
41.	12 Inch RCP Endwall with Trash Guard	1	Ea.	\$1,350.00		\$1,350.00	1	\$0.00	1	\$1,350.00
42.	30 Inch RCP Endwall	64	L.F.	\$104.00		\$6,656.00	64	\$0.00	64	\$6,656.00
43.	30 Inch RCP Endwall	2	Ea.	\$1,995.00		\$2,790.00	2	\$0.00	2	\$2,790.00
44.	30 Inch RCP Endwall with Trash Guard	2	Ea.	\$2,720.00		\$5,440.00	2	\$0.00	2	\$5,440.00
45.	Storm Manhole	11.85	V.F.	\$535.00		\$6,339.75	11.85	\$0.00	11.85	\$6,339.75
46.	Venting Trench with 6 Inch Perforated Drain Tile Pipe and Gravel Backfill	1,050	L.F.	\$5.00		\$5,250.00		\$0.00	0	\$0.00
47.	Connector-Venting Trench with 6 Inch Drain Tile Pipe	41	L.F.	\$15.00		\$615.00		\$0.00	0	\$0.00
48.	Outlet Structure Devices (Flap Gates, Orifice Cap, Bar Guard)	4	Ea.	\$275.00		\$1,100.00		\$0.00	0	\$0.00
49.	6 Inch Galvanized Vent	2	Ea.	\$800.00		\$1,600.00		\$0.00	0	\$0.00
50.	Medium Rip Rep	195	S.Y.	\$23.00		\$4,485.00	195	\$0.00	195	\$4,485.00
51.	Disk and Compact Side Slopes and Bottom	10,500	S.Y.	\$0.80		\$8,400.00	10,500	\$0.00	10,500	\$8,400.00
52.	Remove Unacceptable Soil in Pond and Replace with Clay Liner, 4 Ft. Thick	1,575	S.Y.	\$4.40		\$6,930.00		\$0.00	1,422	\$6,256.80
53.	Geotechnical Engineering - Pond	1	L.S.	\$2,280.00		\$2,280.00	1	\$0.00	1	\$2,280.00
54.	Till/Deconsolidate Trench	10,200	S.Y.	\$0.08		\$816.00		\$0.00	10,200	\$816.00
55.	Temporary Pond Restoration	1	Ac.	\$3,650.00		\$3,650.00		\$0.00	1	\$3,650.00
56.	Pond Grass Restoration (General Seed, Fertilizer, Mulch)	1,150	S.Y.	\$1.15		\$1,322.50		\$0.00	1,111	\$4,029.30
57.	Geogrid (Trail)	1,550	S.Y.	\$1.50		\$2,325.00		\$0.00	1,150	\$1,322.50
58.	1-1/4 Inch Crushed Aggregate Base Course (Trail)	1,020	TON	\$12.90		\$13,158.00		\$0.00	1,020	\$13,158.00
59.	Fill Area Restoration (Respread Topsoil and Seed)	8	Ac.	\$0.01		\$0.08		\$0.00	7.70	\$0.08
SUB-TOTAL (Items 34. through 59., Inclusive)						\$13,980.00		\$142,397.61		\$172,089.69
TOTAL (Items 1. through 59., Inclusive)						\$265,137.50		\$552,190.30		\$876,141.59
						\$265,137.50		\$552,190.30		\$876,141.59
						\$13,256.88		\$0.00		\$21,675.21
						\$251,880.62		\$543,771.97		\$795,652.59

Completed to Date:
 Retainage:
 Subtotal:
 Previous Application:
 Amount Due This Application:

Item B.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 31892

To Owner: TOWN OF CLAYTON
8348 HICKORY AVE

Project: 3248SW. Eagle Heights Drive, Clayton

Application No.: 43

Distribution to:
 Owner
 Architect
 Contractor

LARSEN, WI 54947

From Contractor: MCC, Inc.
PO Box 1137
Appleton, WI 54912-1137

Period To:

Project Nos:

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum \$867,008.45
- 2. Net Change By Change Order \$0.00
- 3. Contract Sum To Date \$867,008.45
- 4. Total Completed and Stored To Date \$876,141.59
- 5. Retention:
 - a. 2.50% of Completed Work \$24,903.53
 - b. 0.00% of Stored Material \$0.00
- Total Retention ~~\$24,903.53~~ **21,075.21**
- 6. Total Earned Less Retention ~~\$854,238.06~~ **\$854,416.30**
- 7. Less Previous Certificates For Payments \$795,652.59
- 8. Current Payment Due ~~\$58,585.47~~ **59,813.79**
- 9. Balance To Finish, Plus Retention \$12,770.39

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MCC, Inc.

By:  Date: 8/30/2007
 State of: Wisconsin County of: Outagamie
 Subscribed and sworn to before me this 30th day of August 2007
 Notary Public: Jennifer L. Tomazovic
 My Commission Expires: 01/09/2007



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 58,585.47

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

Item B.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retention for line items may apply.

Application No.: 4

Application Date: 08/29/23

To:

Architect's Project No.:

Invoice #: 31892 Contract: 3248SW, Eagle Heights Drive, Clayton

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	Work Completed This Period In Place						
1	Mobilization - Entire Project	61,000.00	61,000.00	0.00	0.00	0.00	61,000.00	0.00	0.00	
2	Traffic Control - Entire Project	2,050.00	1,025.00	1,025.00	0.00	0.00	2,050.00	0.00	0.00	
3	Erosion Control - Eagle Heights Drive, Wing Lane, and Non-Po	960.00	960.00	0.00	0.00	0.00	960.00	0.00	0.00	
4	Dewatering, Water Control - Eagle Heights Drive, Wing Lane A	0.01	0.01	0.00	0.00	0.00	0.01	0.00	0.00	
5	8 Inch Sanitary Sewer, SDR 35	83,457.50	85,072.50	0.00	0.00	0.00	85,072.50	-1,615.00	0.00	
6	4 Foot Diameter Sanitary Manhole	37,904.00	38,967.52	0.00	0.00	0.00	38,967.52	-1,063.52	0.00	
7	12 Inch Water Main, C909	127,920.00	128,700.00	0.00	0.00	0.00	128,700.00	-780.00	0.00	
8	8 Inch Water Main, C909	5,081.25	8,943.00	0.00	0.00	0.00	8,943.00	-3,861.75	0.00	
9	6 Inch Hydrant Lead, C909	1,920.00	960.00	0.00	0.00	0.00	960.00	960.00	0.00	
10	6 Inch Hydrant Lead, C909 Certalok	2,800.00	4,575.00	0.00	0.00	0.00	4,575.00	-1,775.00	0.00	
11	Hydrant	21,960.00	21,960.00	0.00	0.00	0.00	21,960.00	0.00	0.00	
12	12 Inch Valve	13,875.00	13,875.00	0.00	0.00	0.00	13,875.00	0.00	0.00	
13	8 Inch Valve	5,530.00	8,295.00	0.00	0.00	0.00	8,295.00	-2,765.00	0.00	
14	6 Inch Valve	7,980.00	7,980.00	0.00	0.00	0.00	7,980.00	0.00	0.00	
15	Clear and Grub Sanitary Sewer Route	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00	
16	Utility Trench Restoration Outside Right-of-Way (Topsoil, Se	4,045.00	4,045.00	0.00	0.00	0.00	4,045.00	0.00	0.00	
17	Clearing and Grubbing of Road Right-of-Ways	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00	
18	Roadway Ditch Construction	33.00	33.00	0.00	0.00	0.00	33.00	0.00	0.00	
19	Roadway Excavation, Est. At 4,300 C.Y.	96,997.00	96,997.00	0.00	0.00	0.00	96,997.00	0.00	0.00	
20	24" x 38" HERCP Class IV Concrete Culvert	18,407.60	19,490.40	0.00	0.00	0.00	19,490.40	-1,082.80	0.00	
21	19" x 30" HERCP Class IV Concrete Culvert	9,658.00	9,658.00	0.00	0.00	0.00	9,658.00	0.00	0.00	
22	18 Inch N-12 HDPE Storm Sewer	2,997.50	2,943.00	0.00	0.00	0.00	2,943.00	54.50	0.00	
23	24 Inch N-12 HDPE Storm Sewer	4,807.00	4,870.25	0.00	0.00	0.00	4,870.25	-63.25	0.00	
24	18 Inch CMP Endwall	485.00	485.00	0.00	0.00	0.00	485.00	0.00	0.00	
25	Remove and Reuse Existing 24 Inch CMP Endwall	285.00	285.00	0.00	0.00	0.00	285.00	0.00	0.00	
26	24" x 38" HERCP Concrete Culvert Apron Endwall with Trash Ra	9,900.00	9,900.00	0.00	0.00	0.00	9,900.00	0.00	0.00	
27	19" x 30" HERCP Concrete Culvert Apron Endwall with Trash Ra	3,770.00	3,770.00	0.00	0.00	0.00	3,770.00	0.00	0.00	

Item B.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retention for line items may apply.

Application No.: 4
 Application Date: 08/29/23
 To:
 Architect's Project No.:

Invoice #: 31892 Contract: 3248SW. Eagle Heights Drive, Clayton

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	In Place					
28	60 Inch Storm Manhole	4,575.00	4,108.35	0.00	0.00	0.00	4,108.35	466.65	
29	Heavy Rip Rap	571.20	571.20	0.00	0.00	0.00	571.20	0.00	
30	Geogrid	9,300.00	9,300.00	0.00	0.00	0.00	9,300.00	0.00	
31	Road Base, 3 Inch Base Aggregate Dense	76,482.00	65,109.01	5,279.20	0.00	0.00	70,388.21	6,093.79	
32	Road Base, 1-1/4 Inch Base Aggregate Dense	25,494.00	35,131.95	3,220.01	0.00	0.00	38,351.96	-12,857.96	
33	Terrace Restoration (Topsoil, Fine Grade, Seed, Fertilizer,	32,917.50	0.00	32,917.50	0.00	0.00	32,917.50	0.00	
34	Erosion Control - Eagle Heights Stormwater Pond And	7,980.00	7,980.00	0.00	0.00	0.00	7,980.00	0.00	
35	Dewatering, Water Control - Eagle Heights Stormwater Pond An	729.84	729.84	0.00	0.00	0.00	729.84	0.00	
36	Cleaning and Grubbing	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	
37	Pond Excavation (Est. At 21,000 C.Y.)	76,723.92	76,723.92	0.00	0.00	0.00	76,723.92	0.00	
38	Ditch Construction	367.50	367.50	0.00	0.00	0.00	367.50	0.00	
39	12 Inch RCP	14,265.00	14,265.00	0.00	0.00	0.00	14,265.00	0.00	
40	12 Inch RCP Endwall	975.00	975.00	0.00	0.00	0.00	975.00	0.00	
41	12 Inch RCP Endwall with Trash Guard	1,350.00	1,350.00	0.00	0.00	0.00	1,350.00	0.00	
42	30 Inch RCP	6,656.00	6,656.00	0.00	0.00	0.00	6,656.00	0.00	
43	30 Inch RCP Endwall	2,790.00	2,790.00	0.00	0.00	0.00	2,790.00	0.00	
44	30 Inch RCP Endwall with Trash Guard	5,440.00	5,440.00	0.00	0.00	0.00	5,440.00	0.00	
45	Storm Manhole	6,339.75	6,339.75	0.00	0.00	0.00	6,339.75	0.00	
46	Venting Trench with 6 Inch Perforated Drain Tile Pipe and Gr	5,250.00	0.00	0.00	0.00	0.00	0.00	5,250.00	
47	Connector Venting Trench with 6 Inch Drain Tile Pipe	533.00	0.00	0.00	0.00	0.00	0.00	533.00	
48	Outlet Structure Devices (Flap Gates, Orifice Cap, Bar Guard	1,100.00	0.00	0.00	0.00	0.00	0.00	1,100.00	
49	6 Inch Galvanized Vent	1,600.00	0.00	0.00	0.00	0.00	0.00	1,600.00	
50	Medium Rip Rap, 8 Inch To 12 Inch Diameter, 1.5 Ft. Thick	4,485.00	4,485.00	0.00	0.00	0.00	4,485.00	0.00	
51	Disc And Compact Side Slopes And Bottom	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.00	
52	Remove Unacceptable Soil In Pond And Replace With Clay Liner	6,930.00	0.00	6,256.80	0.00	0.00	6,256.80	673.20	

Item B.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retention for line items may apply.

Application No.: 4
 Application Date: 08/29/23
 To:
 Architect's Project No.:

Invoice #: 31892 Contract: 3248SW. Eagle Heights Drive, Clayton

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	This Period					
53	Geotechnical Engineering - Pond	2,280.00	2,280.00	0.00	0.00	0.00	2,280.00	0.00	
54	Till/Deconsolidate Topsoil	816.00	0.00	816.00	0.00	0.00	816.00	0.00	
55	Temporary Pond Restoration	4,029.30	0.00	4,029.30	0.00	0.00	4,029.30	0.00	
56	Pond Grass Restoration (General Seed, Fertilizer, Mulch)	1,322.50	0.00	1,322.50	0.00	0.00	1,322.50	0.00	
57	Geogrid (Trail)	2,325.00	2,325.00	0.00	0.00	0.00	2,325.00	0.00	
58	1-1/4 Inch Crushed Aggregate Base Course (Trail)	13,158.00	9,210.60	3,947.40	0.00	0.00	13,158.00	0.00	
59	Fill Area Restoration (Re-spread Topsoil, Seed, Fertilizer,	0.08	0.00	0.08	0.00	0.00	0.08	0.00	
Grand Totals		867,008.45	817,327.80	58,813.79	0.00	0.00	876,141.59	-9,133.14	21,903.63

Item B.



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

INVOICE # 31892

Item B.

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 9248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **57,343.44**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
1	Mobilization - Entire Project	1.00	LSB	61,000.00	61,000.00
2	Traffic Control - Entire Project	1.00	LSB	2,050.00	2,050.00
3	Erosion Control - Eagle Heights Drive, Wing Lane, and Non-Po	1.00	LSB	960.00	960.00
4	Dewatering, Water Control - Eagle Heights Drive, Wing Lane A	1.00	LSB	0.01	0.01
5	8 Inch Sanitary Sewer, SDR 35	1,791.00	LF	47.50	85,072.50
6	4 Foot Diameter Sanitary Manhole	105.89	VF	368.00	38,967.52
7	12 Inch Water Main, C909	1,650.00	LF	78.00	128,700.00
8	8 Inch Water Main, C909	132.00	LF	67.75	8,943.00
9	6 Inch Hydrant Lead, C909	20.00	LF	48.00	960.00
10	6 Inch Hydrant Lead, C909 Certalok	91.50	LF	50.00	4,575.00
11	Hydrant	4.00	EA	5,490.00	21,960.00
12	12 Inch Valve	3.00	EA	4,625.00	13,875.00
13	8 Inch Valve	3.00	EA	2,765.00	8,295.00
14	6 Inch Valve	4.00	EA	1,995.00	7,980.00
15	Clear and Grub Sanitary Sewer Route	1.00	LSB	3,000.00	3,000.00
16	Utility Trench Restoration Outside Right-of-Way (Topsoil, Se	1.00	LSB	4,045.00	4,045.00
17	Clearing and Grubbing of Road Right-of-Ways	1.00	LSB	9,000.00	9,000.00
18	Roadway Ditch Construction	3,300.00	LF	0.01	33.00
19	Roadway Excavation, Est. At 4,300 C.Y.	1.00	LSB	96,997.00	96,997.00
20	24" x 38" HERCP Class IV Concrete Culvert	144.00	LF	135.35	19,490.40
21	19" x 30" HERCP Class IV Concrete Culvert	88.00	LF	109.75	9,658.00
22	18 Inch N-12 HDPE Storm Sewer	54.00	LF	54.50	2,943.00
23	24 Inch N-12 HDPE Storm Sewer	77.00	LF	63.25	4,870.25
24	18 Inch CMP Endwall	1.00	EA	485.00	485.00
25	Remove and Reuse Existing 24 Inch CMP Endwall	1.00	EA	285.00	285.00
26	24" x 38" HERCP Concrete Culvert Apron Endwall with Trash Ra	4.00	EA	2,475.00	9,900.00
27	19" x 30" HERCP Concrete Culvert Apron Endwall with Trash Ra	2.00	EA	1,885.00	3,770.00
28	60 Inch Storm Manhole	4.49	VF	915.00	4,108.35
29	Heavy Rip Rap	17.00	SY	33.60	571.20



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

Item B.

INVOICE # 31892

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 3248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **57,343.44**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
30	Geogrid	6,200.00	SY	1.50	9,300.00
31	Road Base, 3 Inch Base Aggregate Dense	5,798.04	TON	12.14	70,388.21
32	Road Base, 1-1/4 Inch Base Aggregate Dense	3,159.14	TON	12.14	38,351.96
33	Terrace Restoration (Topsoil, Fine Grade, Seed, Fertilizer,	1.00	LSB	32,917.50	32,917.50
34	Erosion Control - Eagle Heights Stormwater Pond and Fill Are	1.00	LSB	7,980.00	7,980.00
35	Dewatering, Water Control - Eagle Heights Stormwater Pond An	1.00	LSB	729.84	729.84
36	Clearing and Grubbing	1.00	LSB	6,000.00	6,000.00
37	Pond Excavation (Est. At 21,000 C.Y.)	1.00	LSB	76,723.92	76,723.92
38	Ditch Construction	42.00	LF	8.75	367.50
39	12 Inch RCP	317.00	LF	45.00	14,265.00
40	12 Inch RCP Endwall	1.00	EA	975.00	975.00
41	12 Inch RCP Endwall with Trash Guard	1.00	EA	1,350.00	1,350.00
42	30 Inch RCP	64.00	LF	104.00	6,656.00
43	30 Inch RCP Endwall	2.00	EA	1,395.00	2,790.00
44	30 Inch RCP Endwall with Trash Guard	2.00	EA	2,720.00	5,440.00
45	Storm Manhole	11.85	VF	535.00	6,339.75
46	Venting Trench with 6 Inch Perforated Drain Tile Pipe and Gr	0.00	LF	5.00	0.00
47	Connector Venting Trench with 6 Inch Drain Tile Pipe	0.00	LF	13.00	0.00
48	Outlet Structure Devices (Flap Gates, Orifice Cap, Bar Guard	0.00	EA	275.00	0.00
49	6 Inch Galvanized Vent	0.00	EA	800.00	0.00
50	Medium Rip Rap, 8 Inch To 12 Inch Diameter, 1.5 Ft. Thick	195.00	SY	23.00	4,485.00
51	Disc And Compact Side Slopes And Bottom	10,500.00	SY	0.80	8,400.00
52	Remove Unacceptable Soil In Pond And Replace With Clay Liner	1,422.00	SY	4.40	6,256.80
53	Geotechnical Engineering - Pond	1.00	LSB	2,280.00	2,280.00
54	Till/Deconsolidate Topsoil	10,200.00	SY	0.08	816.00
55	Temporary Pond Restoration	1.11	ACR	3,630.00	4,029.30
56	Pond Grass Restoration (General Seed, Fertilizer, Mulch)	1,150.00	SY	1.15	1,322.50
57	Geogrid (Trail)	1,550.00	SY	1.50	2,325.00
58	1-1/4 Inch Crushed Aggregate Base Course (Trail)	1,020.00	TON	12.90	13,158.00



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

INVOICE # 31892

Item B.

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 3248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **57,343.44**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
59	Fill Area Restoration (Re-spread Topsoil, Seed, Fertilizer,	7.70	ACR	0.01	0.08
Total : 876,141.59 Retainage : 0.00 Total Completed to Date : 23,145.56 Less Previous Applications : 795,652.59 Total Due This Invoice : 57,343.44					



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

Item B.

INVOICE # 31892

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 8248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **58,585.47**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
1	Mobilization - Entire Project	1.00	LSB	61,000.00	61,000.00
2	Traffic Control - Entire Project	1.00	LSB	2,050.00	2,050.00
3	Erosion Control - Eagle Heights Drive, Wing Lane, and Non-Po	1.00	LSB	960.00	960.00
4	Dewatering, Water Control - Eagle Heights Drive, Wing Lane A	1.00	LSB	0.01	0.01
5	8 Inch Sanitary Sewer, SDR 35	1,791.00	LF	47.50	85,072.50
6	4 Foot Diameter Sanitary Manhole	105.89	VF	368.00	38,967.52
7	12 Inch Water Main, C909	1,650.00	LF	78.00	128,700.00
8	8 Inch Water Main, C909	132.00	LF	67.75	8,943.00
9	6 Inch Hydrant Lead, C909	20.00	LF	48.00	960.00
10	6 Inch Hydrant Lead, C909 Certalok	91.50	LF	50.00	4,575.00
11	Hydrant	4.00	EA	5,490.00	21,960.00
12	12 Inch Valve	3.00	EA	4,625.00	13,875.00
13	8 Inch Valve	3.00	EA	2,765.00	8,295.00
14	6 Inch Valve	4.00	EA	1,995.00	7,980.00
15	Clear and Grub Sanitary Sewer Route	1.00	LSB	3,000.00	3,000.00
16	Utility Trench Restoration Outside Right-of-Way (Topsoil, Se	1.00	LSB	4,045.00	4,045.00
17	Clearing and Grubbing of Road Right-of-Ways	1.00	LSB	9,000.00	9,000.00
18	Roadway Ditch Construction	3,300.00	LF	0.01	33.00
19	Roadway Excavation, Est. At 4,300 C.Y.	1.00	LSB	96,997.00	96,997.00
20	24" x 38" HERCP Class IV Concrete Culvert	144.00	LF	135.35	19,490.40
21	19" x 30" HERCP Class IV Concrete Culvert	88.00	LF	109.75	9,658.00
22	18 Inch N-12 HDPE Storm Sewer	54.00	LF	54.50	2,943.00
23	24 Inch N-12 HDPE Storm Sewer	77.00	LF	63.25	4,870.25
24	18 Inch CMP Endwall	1.00	EA	485.00	485.00
25	Remove and Reuse Existing 24 Inch CMP Endwall	1.00	EA	285.00	285.00
26	24" x 38" HERCP Concrete Culvert Apron Endwall with Trash Ra	4.00	EA	2,475.00	9,900.00
27	19" x 30" HERCP Concrete Culvert Apron Endwall with Trash Ra	2.00	EA	1,885.00	3,770.00
28	60 Inch Storm Manhole	4.49	VF	915.00	4,108.35
29	Heavy Rip Rap	17.00	SY	33.60	571.20



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

Item B.

INVOICE # 31892

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 3248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **58,585.47**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
30	Geogrid	6,200.00	SY	1.50	9,300.00
31	Road Base, 3 Inch Base Aggregate Dense	5,798.04	TON	12.14	70,388.21
32	Road Base, 1-1/4 Inch Base Aggregate Dense	3,159.14	TON	12.14	38,351.96
33	Terrace Restoration (Topsoil, Fine Grade, Seed, Fertilizer,	1.00	LSB	32,917.50	32,917.50
34	Erosion Control - Eagle Heights Stormwater Pond and Fill Are	1.00	LSB	7,980.00	7,980.00
35	Dewatering, Water Control - Eagle Heights Stormwater Pond An	1.00	LSB	729.84	729.84
36	Clearing and Grubbing	1.00	LSB	6,000.00	6,000.00
37	Pond Excavation (Est. At 21,000 C.Y.)	1.00	LSB	76,723.92	76,723.92
38	Ditch Construction	42.00	LF	8.75	367.50
39	12 Inch RCP	317.00	LF	45.00	14,265.00
40	12 Inch RCP Endwall	1.00	EA	975.00	975.00
41	12 Inch RCP Endwall with Trash Guard	1.00	EA	1,350.00	1,350.00
42	30 Inch RCP	64.00	LF	104.00	6,656.00
43	30 Inch RCP Endwall	2.00	EA	1,395.00	2,790.00
44	30 Inch RCP Endwall with Trash Guard	2.00	EA	2,720.00	5,440.00
45	Storm Manhole	11.85	VF	536.00	6,339.75
46	Venting Trench with 6 Inch Perforated Drain Tile Pipe and Gr	0.00	LF	5.00	0.00
47	Connector Venting Trench with 6 Inch Drain Tile Pipe	0.00	LF	13.00	0.00
48	Outlet Structure Devices (Flap Gates, Orifice Cap, Bar Guard	0.00	EA	275.00	0.00
49	6 Inch Galvanized Vent	0.00	EA	800.00	0.00
50	Medium Rip Rap, 8 Inch To 12 Inch Diameter, 1.5 Ft. Thick	195.00	SY	23.00	4,485.00
51	Disc And Compact Side Slopes And Bottom	10,500.00	SY	0.80	8,400.00
52	Remove Unacceptable Soil In Pond And Replace With Clay Liner	1,422.00	SY	4.40	6,256.80
53	Geotechnical Engineering - Pond	1.00	LSB	2,280.00	2,280.00
54	Till/Deconsolidate Topsoil	10,200.00	SY	0.08	816.00
55	Temporary Pond Restoration	1.11	ACR	3,630.00	4,029.30
56	Pond Grass Restoration (General Seed, Fertilizer, Mulch)	1,150.00	SY	1.15	1,322.50
57	Geogrid (Trail)	1,550.00	SY	1.50	2,325.00
58	1-1/4 Inch Crushed Aggregate Base Course (Trail)	1,020.00	TON	12.90	13,158.00



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

INVOICE # 31892

Item B.

Estimate # 4
 Architect Project #

To : Customer # 92773
 TOWN OF CLAYTON
 8348 HICKORY AVE
 LARSEN, WI 54947

Invoice #: 31892
 Date: 08/29/23
 Customer Reference: C0023-09-22-00286.24 CLAYTON
 Invoice Due Date: 10/28/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 3248SW. Eagle Heights Drive, Clayton

Make Check Payable to: MCC INC.

Total US Dollars Due **58,585.47**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
59	Fill Area Restoration (Re-spread Topsoil, Seed, Fertilizer,	7.70	ACR	0.01	0.08
Total : 876,141.59 Retainage : 0.00 Total Completed to Date : 21,903.53 Less Previous Applications : 795,652.59 Total Due This Invoice : 58,585.47					

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the acceptance of the final payment on the Whispering Meadows subdivision road project.

The Board approved Resolution 2017-006 allowing for special assessment of this project. Mr. Luebke notified the Town that he intends to pay off the final balance of these special assessments, closing out this project. Both Administrator Wisnefske and Mr. Luebke will be present if the Board has any further questions.

If the Board agrees, a motion to accept the payment would be in order.

SUGGESTED MOTION:

Motion to accept the final payment on the Whispering Meadows subdivision road project and consider it closed & complete.

Should you have any questions related to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey



8348 County Road T
Larsen, WI 54947

HAND DELIVERED
Document Number #7015 0640 0006 7308 0425

August 22, 2017

Whispering Meadows Drive LLC
c/o Mark Luebke
8425 Whispering Meadows Drive
Larsen, WI 54947

Dear Mr. Luebke,

The Town of Clayton is providing you with a copy of Resolution 2017-006 Final Assessment Resolution, Series of 2017-006 Whispering Meadows Drive LLC Development, a copy of the Election of Payment Form, and a statement of the final assessment against the benefitted properties per the included Resolution's requirements.

Please note the Election of Payment Form is due in our office on or before November 1, 2017, again per Resolution 2017-006.

Additionally, An Installment Assessment Notice will be published in the Appleton Post Crescent and on the Town Posting Board and website, www.townofclayton.net, on Wednesday, August 30th, 2017 as required by WI Stat. 66.0715, Deferral of special assessments.

Kindest Regards,

Holly Stevens,
Deputy Clerk

ELECTION OF PAYMENT

(WHISPERING MEADOWS DEVELOPMENT)

This notice of election of payment must be filed with the Clayton Town Clerk no later than August 15, 2017. If you do not complete and return this form to the Town Clerk on or before August 15, 2017, your assessment will be due and payable in full pursuant to § 66.0715(3) Wis. Stats. on November 1, 2017. **Upon sale of any parcel, the entire assessment of that lot together with accrued interest shall be paid in full.**

- I elect to pay the assessment in full of all parcels listed below on or before November 1, 2017.
- I elect to pay the assessment on all parcels in ten (10) annual installments with the first installment including interest only from January 1, 2017 to December 31, 2017 and then in nine (9) equal annual installments thereafter including a 1/9 part of principal together with interest on the whole assessment at a rate of 3.10% or 50 basis points above the Town's most current bond borrowing rate.
- I elect to pay the assessment on all parcels in ten (10) annual installments in accordance with Wis. Stat. sec. 66.0715(3), including a 1/10 part of principal together with interest on the whole assessment at a rate of 3.10% or 50 basis points above the Town's most current bond borrowing rate. Installments shall be placed on the next tax roll after the due date for collection which is November 1st of each year.



Mark E. Luebke, Owner
Whispering Meadows Drive LLC

Tax Parcel Nos. 0061782, 0061783, 0061784, 0061785, 0061786, 0061787, 0061788, 0061789, 00605660402, 00605660403, 00605660404, 00605660405 and Lots 15, 16, 17 and 18 of the attached CSM.

MEMORANDUM

Business Item F

From: Administrator/Staff

To: Town Board

Re: Town Board review & discussion on adding signage to Trailhead Park in recognition of the continued improvements made by Larsen-Winchester Lions Club.

The Larsen-Winchester Lion's Club has again approached Staff regarding having their name added to Trailhead Park signage in recognition of their contributions & improvements to Trailhead Park. This would be in addition to the marker placed on the pavilion acknowledging their gift of funds to construct it. Administrator Wisnefske will be available at the meeting if the Board has further questions.

DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN

Should you have any questions related to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

TOWN OF CLAYTON

Check Summary Register

11100 Checking Acct: Nicolet National Bank

Checks 30373-30406

Check Nbr	Check Date	Vendor name	Check Amount	Transaction memo
30373	09/18/2023	VOID		
30374	09/18/2023	CINTAS CORPORATION	\$ 687.92	UNIFORMS/JANITORIAL
30375	09/18/2023	FOX WEST REGIONAL SEWERAGE COM	\$ 5,799.78	AUGUST BILLING
30376	09/18/2023	GARROW OIL MARKETING INC	\$ 2,055.94	DIESEL
30377	09/18/2023	IPR CLAYTON LLC	\$ 14,500.00	OCTOBER WASTEWATER COLLECTION LEASE
30378	09/18/2023	KWIK TRIP INC	\$ 511.67	ACCOUNT 00398421
30379	09/18/2023	MCMAHON ASSOCIATES INC	\$ 9,281.70	EAGLE HIEGHTS DRIVE AND WING WAY
30380	09/19/2023	CEDAR CORPORATION	\$ 14,720.10	DEER TRAIL/SCHOLAR RIDGE/GIS/PLANNING
30381	09/19/2023	DOOR COUNTY HARDWARE	\$ 119.45	BROOM/ABRASIVE WHEEL
30382	09/19/2023	FIRE APPARATUS AND EQUIPMENT	\$ 512.14	THROTTLE ISSUE
30383	09/19/2023	FOX CITIES SIGN LLC	\$ 28.48	NAME PLATE MICHAEL HOPKINS
30384	09/19/2023	FOX VALLEY TECHNICAL COLLEGE	\$ 712.40	ANDERSON/MULLARD EMR WITH CPR
30385	09/19/2023	FOX VALLEY TECHNICAL COLLEGE	\$ 56.00	AHA E-CARD ORDER 14 BLS HEALTHCARE
30386	09/19/2023	GARROW OIL MARKETING INC	\$ 198.75	DEF & DRUM
30387	09/19/2023	HERRMANN, TOM	\$ 429.97	2 BATTERIES AND 1 DEEP CYCLE CHARGE
30388	09/19/2023	JOHN'S SAW SERVICE	\$ 71.98	TWO 3 LB TRIMMER LINE
30389	09/19/2023	VOID		
30390	09/19/2023	VOID		
30391	09/19/2023	NORTHEAST ASPHALT INC	\$ 351.78	1/4" SCREENINGS
30392	09/19/2023	OSHKOSH FIRE & POLICE EQUIPMENT I	\$ 46.00	RECOUPLE 3" HOSE END
30393	09/19/2023	RHYME BUSINESS PRODUCTS	\$ 782.91	COPIER LEASE
30394	09/19/2023	TEAMSTERS LOCAL UNION 662	\$ 186.00	SEPTEMBER UNION DUES COLLECTED
30395	09/19/2023	WI PUBLIC SERVICE	\$ 872.47	STREET LIGHTING
30396	09/19/2023	WI PUBLIC SERVICE	\$ 55.60	TOC PARK
30397	09/19/2023	WI PUBLIC SERVICE	\$ 16.77	GENERATOR GAS 0401903447-00022
30398	09/19/2023	WINNEBAGO COUNTY TREASURER	\$ 1,219.17	RECORDING FEES
30399	09/19/2023	WINNEBAGO COUNTY TREASURER	\$ 100,550.51	FAIRVIEW & OAKRIDGE ROAD REPAIRS
30400	09/19/2023	WINNEBAGO COUNTY TREASURER	\$ 48.25	06-DRAIN DITCH REMAINING BALANCE
30401	09/19/2023	WISCONSIN SUPERIOR PAINTING & CO.	\$ 45.00	1 BLAST BAILS QTY 9
30402	09/19/2023	WM CORPORATE SERVICES INC	\$ 26,059.08	AUGUST GARBAGE & RECYCLING SERVICES
30403	09/19/2023	LANGE ENTERPRISES INC	\$ 199.31	ADDRESS & END OF ROAD SIGNS
30404	09/19/2023	LARSEN MATERIALS LLC	\$ 245.00	PULVERIZED TOP SOIL CEMETERY
30405	09/21/2023	AIT BUSINESS TECHNOLOGIES LLC	\$ 237.60	BATTERY BACKUP ISSUES
30406	09/21/2023	MANNING GROSS & MASSENBURG LLP	\$ 3,886.00	CANCEL SALE/TBMTG/WHISPERING MEADOWS
		TOTAL	\$ 184,487.73	