



# BOARD OF SUPERVISORS MEETING AMENDED

Wednesday, October 16, 2024  
Immediately following a Prior Scheduled Meeting

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

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## AGENDA

THIS MEETING IS IMMEDIATELY FOLLOWING THE CLAYTON SANITARY DISTRICT #1 MEETING.

### 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, October 2, 2024 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 2024 Building Inspection Report
- B. Distribution of the September 2024 Winnebago County Tonnage Report
- C. Distribution of Notice of the Agriculture & Household Hazardous Waste Clean Sweep Event taking place November 8-9, 2024

### DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

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

### BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Town Board review & consideration of a Site Plan Review Application submitted by Amerco Real Estate Company for a proposed addition of personal self-storage units on Tax ID #006-0306-07 (2927 Shady Ln).

- B. Plan Commission Discussion: Town Board review & discussion on a Final Plat Review Application submitted by McMahon Associates on behalf of Clayton Development Group, LLC, for approval of the Scholar Ridge Estates Final Plat, dividing Tax ID #006-0617-01; Tax ID #006-0618-01; and Tax ID #006-0632 into 43 lots and 2 outlots intended for single-family residential use.

## BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2024-004 Allowing Voter Registration in the Clerk's Office on Election Day.
- B. Discussion/Action: Town Board review & consideration of the Contractor's Application for Payment #3 Revised for Deer Trail Estates Drainage Resolve submitted by Highway Landscapers, Inc. in the amount of \$40,656.34.
- C. Discussion/Action: Town Board review & consideration of the project proposal submitted by Bassett Mechanical for the replacement of the boiler for the Town Hall at a cost of \$14,115.00.

## UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Nov 6 & 20 (**immediately following the Special Town Electors Meeting**); Dec 4 & 18; Jan 8 & 22
- B. Special Town Electors Meeting - November 20 beginning at 6 pm
- C. Plan Commission (6:30 pm start unless otherwise noted) - Nov 13; Dec 11; Jan 15

## 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 AMENDED

Wednesday, October 02, 2024 at 6:30 PM

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

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## MINUTES

**CALL TO ORDER** – Chair Geise called the meeting to order at 6:30 pm

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

### PRESENT

Town Chair Geise  
 Supervisor Lettau  
 Supervisor Grundman  
 Supervisor Christianson  
 Supervisor Reif

### STAFF

Administrator Wisnefske  
 Clerk Faust-Kubale  
 Treasurer Fietzer  
 Attorney LaFrombois – arrived 6:34 pm

### APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, September 18, 2024 Town Board Meeting

#### MOTION

**Motion made** by unanimous consent to approve the Minutes of the Wednesday, September 18, 2024 Town Board Meeting.

**Motion carried by unanimous voice vote.**

- B. Approval of the Minutes of the Tuesday, September 24, 2024 Town Board Budget Review Meeting

#### MOTION

**Motion made** by unanimous consent to approve the Minutes of the Tuesday, September 24, 2024 Town Board Budget Review Meeting.

**Motion carried by unanimous voice vote.**

### OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Beck Hillker, 156 Lorraine Ave, Neenah, President of the Larsen-Winchester Lions Club spoke regarding a proposed extension to the building currently housing the medical equipment locker and ramp building operation.

## CORRESPONDENCE

- A. Distribution of the meeting materials for the October 2, 2024 meeting of the Fox West Regional Sewerage Commission.

## 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 an intergovernmental agreement with the Winnebago County Highway Department to provide road maintenance services for the Town.

### MOTION

**Motion made** by unanimous consent to approve the Maintenance Agreement with Winnebago County Highway Department for 2025.

**Motion carried by unanimous voice vote.**

- B. Discussion/Action: Town Board review & consideration of Ordinance 2024-003 Amending Ordinance #9 On Public Nuisances to expressly authorize the Town Administrator to issue citations under the ordinance.

### MOTION

**Motion made** by Supervisor Christianson, **Seconded** by Supervisor Lettau to approve Ordinance 2024-003 and direct Staff to publish and post accordingly.

**Voting Yea**: Town Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

**Motion carried 5-0.**

- C. Discussion/Action: Town Board review & consideration of authorizing citations for a violation of Ordinance #9 at 7376 Carden Dr owned by William Kordus and Emily Kordus.

### MOTION

**Motion made** by Supervisor Reif, **Seconded** by Supervisor Grundman to approve the issuance of citations to the property owners of 7376 Carden Dr with the Town Administrator to determine the citation fee amount.

**Voting Yea**: Town Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

**Motion carried 5-0.**

**REVIEW OF DISBURSEMENTS**

- A. Check Summary Register

**UPCOMING MEETING ATTENDANCE**

- A. Town Board (6:30 pm start unless otherwise noted) - Oct 2 & 16 (**immediately following the Clayton Sanitary District #1 Meeting**); Nov 6 & 20 (**immediately following the Special Town Electors Meeting**); Dec 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - Oct 9; Nov 13; Dec 11
- C. Clayton Sanitary District #1 - October 16 beginning at 6 pm
- D. Special Town Electors Meeting - November 20 beginning at 6 pm

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**MOTION**

**Motion made** by unanimous consent to adjourn at 7:05 pm.

**Motion carried by unanimous voice vote.**

Respectfully submitted,

Kelsey Faust-Kubale  
Town Clerk

INTERMUNICIPAL REPORT SEPTEMBER 2024 PERMITTING

YEAR TO DATE SUMMARY

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING		TOWN	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE	YEAR TO DATE TOTAL
								INSPECTOR FEE						
<b>TOWN OF CLAYTON PERMITS:</b>														
9/16/2024	197-24-9E	TILLMAN INFRASTRUCTURE	7577 BLACK TOP WAY	ELECTRIC FOR CELL TOWER	STRAY VOLTAGE	\$ 15,000.00	\$ 175.00	\$	140.00	Town of Clayton	\$ 2,000,258.70	\$ 17,777.18	\$ 14,221.74	\$ 93,329.53
9/16/2024	198-24-9B	VANS REALTY	8341 ST NORBERT	NSFD	VANS REALTY	\$ 315,000.00	\$ 785.00	\$	628.00	Town of Winneconne	\$ 872,975.00	\$ 2,001.46	\$ 1,601.17	\$ 14,008.58
9/17/2024	199-24-9B	SCOTT SEWARD	9660 LOIS	ADDN	RORY SCHLOMANN CONST	\$ 150,000.00	\$ 277.72	\$	222.18	<b>Total</b>	<b>\$ 2,873,233.70</b>	<b>\$ 19,778.64</b>	<b>\$ 15,822.91</b>	<b>\$ 107,338.10</b>
9/17/2024	200-24-9H	JENNIFER HENRY	8043 GALAXY	REPLACE A/C	BLACK HAAK	\$ 5,000.00	\$ 75.00	\$	60.00	Full Burden Wage				\$ -
9/17/2024	201-24-9H	LUKE BLECHI	7421 GREEN MEADOW	INSTALL SPLIT SYSTEM	BLACK HAAK	\$ 3,000.00	\$ 75.00	\$	60.00	<b>Net Profit (Loss)</b>	<b>\$ 15,822.91</b>			<b>\$ 107,338.10</b>
9/17/2024	202-24-9H	JEFF SMITH	7933 PRAIRIEWOOD	NSFD HVAC	RANDERSON HVAC	\$ 14,000.00	\$ 506.16	\$	404.93					
9/17/2024	201-24-9B	JIM STAHL	3154 SHADY	SIDING	HOME PRO ROOFING	\$ 26,400.00	\$ 75.00	\$	60.00					
9/17/2024	202-24-9E	MIKE COENEN	9351 MEMORY	ELECT REMOD	SEC INC	\$ 2,700.00	\$ 84.18	\$	67.34					
9/17/2024	203-24-9H	STEVE STIANSEN	3012 SAFFRON	REPLACE FURNANCE	MODERN	\$ 4,999.00	\$ 75.00	\$	60.00					
9/17/2024	204-24-9B	CHERYL RECKER	7395 HWY 76	DECK	TRUSTED CONTRACTING	\$ 500.00	\$ 185.00	\$	148.00					
9/24/2024	205-24-9B	ARLEN BAUMANN	2635 LAWRENCE LN	NSFD	BAUMANN CONSTRUCTION	\$ 200,000.00	\$ 785.00	\$	628.00					
9/24/2024	206-24-9H	TROY RIBBLE	9614 LIND	REPLACE BOILER	STAR HVAC	\$ 2,500.00	\$ 75.00	\$	60.00					
9/24/2024	207-24-9P	JEFF SMITH	7933 PRAIRIEWOOD	NSFD PLUMB	WUNDERLICH PLUMB	\$ 33,159.70	\$ 506.16	\$	404.93					
9/24/2024	208-24-9B	TRIDENT HOLDINGS	9057 CLAYTON	COMMERCIAL ADDITION	FOX STRUCTURES	\$ 200,000.00	\$ 682.00	\$	545.60					
9/25/2024	209-24-9H	LEGACY APTS	8433,8435,8450,8452,8454 MARLO	NEW MULIFAMILY HVAC	K. KELLY INC	\$ 73,000.00	\$ 5,667.00	\$	4,533.60					
9/25/2024	210-24-9P	LEGACY APTS	8433,8435,8450,8452,8454 MARLO	NEW MULIFAMILY PLUMB	K. KELLY INC	\$ 110,000.00	\$ 5,667.00	\$	4,533.60					
9/25/2024	211-24-9B	CHRISTINA KLINKHAMMER	2633 BREAKER TR	REROOF	O, DANNY BOY	\$ 30,000.00	\$ 75.00	\$	60.00					
9/25/2024	212-24-9E	SCOTT SEWARD	9660 LOIS	ADDITION ELECT	TEAM ONE	\$ 5,000.00	\$ 126.36	\$	101.09					
9/25/2024	213-24-9B	STEVE VOSTER	2680 CASSY	GARDEN SHED	SELF	\$ 15,000.00	\$ 144.88	\$	115.90					
9/26/2024	214-24-9B	JUDY KUCHENBECKER	2689 OAKRIDGE	DETACHED GARAGE	SELF	\$ 20,000.00	\$ 199.84	\$	159.87					
9/26/2024	215-24-9B	ROBERT SCHRAMM	3804 FAIRVIEW	HOUSE REMOD	SWEETWOOD LLC	\$ 450,000.00	\$ 463.00	\$	370.40					
9/30/2024	216-24-9B	NATHAN CHROMY	2694 E SHADY LN	NSFD	SELF	\$ 325,000.00	\$ 1,072.88	\$	858.30					
								\$	-					
					<b>TOTALS</b>	<b>\$ 2,000,258.70</b>	<b>\$ 17,777.18</b>	<b>\$</b>	<b>14,221.74</b>					
<b>TOWN OF WINNECONNE PERMITS:</b>														
9/16/2024	81-24-9B	TIM LUX	5043 RIVERMOOR	FOUNDATION REPAIR	B&L CONTRACTING	\$ 17,000.00	\$ 50.00	\$	40.00					
9/18/2024	82-24-9B	BEN BIESTERVELD	5479 TREELAND	INGROUND POOL	WATER CITY POOLS	\$ 162,941.00	\$ 157.50	\$	126.00					
9/18/2024	83-24-9B	MCM AIR	6122 CTY M	SIDING	SELF	\$ 5,000.00	\$ 100.00	\$	80.00					
9/18/2024	84-24-9E	ADAM RENS	5157 LAKEWIND	GENERATOR INSTALL	SCHU ELECT	\$ 10,000.00	\$ 50.00	\$	40.00					
9/18/2024	85-24-9P	DAVID BELTER	5723 CTY S	NSFD PLUMB	SBS PLUMB	\$ 34,000.00	\$ 257.73	\$	206.18					
9/19/2024	86-24-9B	ARLA WOJHAN	5393 HWY 116	NSFD	WELLHOUSE CONST	\$ 600,000.00	\$ 500.00	\$	400.00					
9/19/2024		ARLA WOJHAN	5393 HWY 116	TOWN FEES	WELLHOUSE CONST	\$	\$ 510.00	\$	408.00					
9/26/2024	87-24-9E	CHAD HUISMAN	6671 FALCON CT	NSFD ELECT	GILLETT ELECT	\$ 15,000.00	\$ 211.23	\$	168.98					
9/26/2024	88-24-9B	ROBERT MUELLER	7128 CTY RD D	RAZE MILK HOUSE	JEFF FAUST	\$ 5,800.00	\$ 40.00	\$	32.00					
9/30/2024	89-24-9P	JANICE NEHRKORN	5941 OAK	BATH REMOD	TUNDRALAND	\$ 12,534.00	\$ 45.00	\$	36.00					
9/30/2024	90-24-9H	LORD OF THE LAKES	6090 HARBOUR SOUTH	FURANCE-A/C REPLACEMENT	OSHKOSH HVAC	\$ 10,700.00	\$ 80.00	\$	64.00					
								\$	-					
					<b>TOTALS</b>	<b>\$ 872,975.00</b>	<b>\$ 2,001.46</b>	<b>\$</b>	<b>1,601.17</b>					

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD  
2024 RECYCLING TONNAGE REPORT**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD	
	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	
T. Algoma	48.78	57.51	55.09	38.92	44.79	36.13	37.57	66.86	44.27				429.92	T. Algoma
T. Black Wolf	16.36	20.52	14.97	17.86	25.28	20.77	21.84	25.71	16.49				179.80	T. Black Wolf
T. Clayton	41.50	27.60	27.02	39.08	35.49	34.07	42.28	31.18	34.87				313.09	T. Clayton
V. Fox Crossing	118.23	100.41	96.94	101.86	124.54	85.16	102.46	112.97	103.37				945.94	V. Fox Crossing
T. Neenah	28.08	25.51	21.28	22.03	33.46	28.36	19.74	31.07	25.68				235.21	T. Neenah
T. Nekimi	9.23	6.70	6.89	8.52	11.21	8.04	11.24	8.47	6.37				76.67	T. Nekimi
T. Omro	12.75	7.45	7.95	11.16	9.44	9.60	10.80	8.49	10.13				87.77	T. Omro
T. Vinland	17.76	12.31	11.17	16.82	14.70	14.12	18.22	15.67	11.54				132.31	T. Vinland
T. Winchester	12.58	11.94	11.73	3.66	13.88	11.88	10.29	17.24	11.61				104.81	T. Winchester
T. Winneconne	17.27	21.21	20.41	15.06	10.94	15.36	12.25	21.75	17.69				151.94	T. Winneconne
T. Wolf River	9.05	6.95	6.25	5.86	7.21	7.76	9.41	8.23	6.46				67.18	T. Wolf River
V. Winneconne	13.28	13.59	14.89	11.72	17.61	16.22	15.39	10.32	9.80				122.82	V. Winneconne
C. Menasha	136.60	81.09	104.30	112.07	96.12	135.77	101.71	132.33	81.69				981.68	C. Menasha
C. Neenah	182.85	151.44	151.85	174.66	184.49	169.47	191.95	169.90	164.97				1541.58	C. Neenah
C. Omro	12.75	21.42	21.10	18.48	20.55	20.97	21.16	29.05	18.55				184.03	C. Omro
C. Oshkosh	337.77	294.93	284.63	320.91	332.79	318.26	347.11	327.87	288.28				2852.55	C. Oshkosh
Other SS	257.02	235.29	276.81	333.12	340.33	241.23	295.38	345.89	226.42				2551.49	Other SS
<b>TOTAL TONS</b>	<b>1271.86</b>	<b>1095.87</b>	<b>1133.28</b>	<b>1251.79</b>	<b>1322.83</b>	<b>1173.17</b>	<b>1268.80</b>	<b>1363.00</b>	<b>1078.19</b>				<b>10958.79</b>	<b>TOTAL TONS</b>

	Population	SS lbs./person		Population	SS lbs./person		Population	SS lbs./person
T. Algoma	6,939	<b>123.91</b>	T. Omro	2,375	<b>73.91</b>	C. Menasha	18,576	<b>105.69</b>
T. Black Wolf	2,422	<b>148.47</b>	T. Vinland	1,757	<b>150.61</b>	C. Neenah	27,560	<b>111.87</b>
T. Clayton	4,394	<b>142.51</b>	T. Winchester	1,784	<b>117.50</b>	C. Omro	3,629	<b>101.42</b>
V. Fox Crossing	19,113	<b>98.98</b>	T. Winneconne	2,637	<b>115.24</b>	C. Oshkosh	66,986	<b>85.17</b>
T. Neenah	3,669	<b>128.21</b>	T. Wolf River	1,210	<b>111.04</b>			
T. Nekimi	1,325	<b>115.73</b>	V. Winneconne	2,519	<b>97.51</b>	<b>Total</b>	166,895	<b>100.75</b>

KATHRYN HUTTER  
Director

[www.winnebago-county-solid-waste.com](http://www.winnebago-county-solid-waste.com)  
[solidwaste@winnebago-county-wi.gov](mailto:solidwaste@winnebago-county-wi.gov)



## Winnebago County

### Solid Waste Management Board

*The Wave of the Future*

LANDFILL/ADMINISTRATION  
100 W. COUNTY RD. Y  
OSHKOSH, WI 54901

PHONE (920) 232-1800  
FAX (920) 424-1189

RECEIVED  
SEP 25 2024

September 23, 2024

Town of Clayton  
8348 County Rd. T  
Larsen, WI 54947

To Whom it May Concern:

Winnebago County Solid Waste will be hosting an Agriculture and Household Hazardous Waste Clean Sweep at two locations (Town of Winchester and City of Menasha) in Winnebago County on November 8-9, 2024. The Clean Sweep events offer free disposal service for Winnebago County homeowners and farmers who have old or unwanted pesticides, herbicides, lead/oil base paint, solvents, cleaners/degreasers, mercury and more. The event is also open to small businesses for a minimal disposal charge.

With this letter, I am including copies of our 2024 Agriculture and Household Hazardous Waste Clean Sweep brochure to set out for your visitors interested in this program. I have also enclosed the Clean Sweep announcement flyer as an additional posting option for community bulletin boards or other convenient locations. Residents can register for this program through November 1st, so please have materials set out through then.

I appreciate your assistance with sharing this information for our event. We would like to encourage participation to help improve the quality of our drinking water, reduce the environmental impact of unused hazardous waste and to keep hazardous materials out of the landfill. If you have questions, please email me at [kreyer@winnebago-county-wi.gov](mailto:kreyer@winnebago-county-wi.gov) or call 920-232-1802.

Thank you for your assistance!

Sincerely,

Kelly Reyer  
Education & Outreach Specialist  
Winnebago County Solid Waste  
[kreyer@winnebago-county-wi.gov](mailto:kreyer@winnebago-county-wi.gov) | 920.232.1802



# Agriculture & Household Hazardous Material Clean Sweep

Bring your unwanted:

Pesticides	Gasoline
Herbicides	Toxic Cleaners
Poisons	Degreasers
Mercury	Brake/Starter Fluids
Spray Paint	Lead & Oil-Based Paint
Solvents	
Misc. Chemicals	

For farmers, residents, and qualified businesses of Winnebago County.

**Friday, November 8, 2024 2-5 p.m.**

**City of Menasha Public Works**

455 Baldwin Street, Menasha

**Saturday, November 9, 2024 9-11 a.m.**

**Winchester Town Hall**

8522 Parkway Ln., Larsen

**Now accepting online appointments!**

Fast & Easy • Available 24/7 • Book your appointment today!

[www.WinnebagoCountyCleanSweep.com](http://www.WinnebagoCountyCleanSweep.com)



**Registration deadlines:** Ag & Household: 3:30 p.m., November 1st. Businesses: 3:30 p.m., October 25th  
**No internet access?** Call 920-232-1800. Office hours are Monday-Friday 7 a.m. -3 p.m. excluding holidays.

The following items **WILL NOT** be accepted at the Clean Sweep Events.

- Latex paint
- Motor oil, Antifreeze
- Light bulbs, Ballasts
- Electronic devices (TVs, computers, printers, etc.)
- Propane cylinders, Gas tanks, Fire extinguishers
- Vehicle & household batteries
- Ammunition, Explosives, Flares
- Radioactive material (smoke detectors)
- Appliances (microwaves, stoves dehumidifiers, etc.)
- Medical waste (sharps, medication, bio-hazards, etc.)

Sponsored by Winnebago County Solid Waste. Farmers and residents of Winnebago County may dispose of hazardous materials free of charge. Appointments required.



## Household Hazardous Materials

are found in sheds, garages, basements, craft rooms, workshops or under kitchen sinks in many homes. These products are often labeled with words such as: Caution, Warning, Danger, Poison, Flammable, Combustible or Corrosive.

## Agricultural Hazardous Materials

such as pesticides, herbicides and chemicals are found on both active and abandoned farms. Banned substances such as DDT, Chlordane, and Silvex, 2, 4-D will be accepted.

## Business Hazardous Materials

will be accepted from businesses identified as Very Small Quantity Generators (VSQGs) and located in Winnebago County. Businesses must pay for their disposal costs, but may avoid on-site pick-up fees. Eligible businesses may receive a 50% subsidy for disposal of pesticides waste

## MEMORANDUM

**Business Referred by Plan Commission**

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a Site Plan Review Application submitted by Amerco Real Estate Company for a proposed addition of personal self-storage units on Tax ID #006-0306-07 (2927 Shady Ln).

**SUGGESTED MOTION(S):**

*Motion to deny the Site Plan Review Application submitted by Amerco Real Estate Company.*

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Re: Town Board review & discussion on a Final Plat Review Application submitted by McMahon Associates on behalf of Clayton Development Group, LLC, for approval of the Scholar Ridge Estates Final Plat, dividing Tax ID #006-0617-01; Tax ID #006-0618-01; and Tax ID #006-0632 into 43 lots and 2 outlots intended for single-family residential use.

**DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN**

Respectfully Submitted  
Kelsey



# PLAN COMMISSION

Wednesday, October 09, 2024 – 6:30 PM

Item A.

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

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## MINUTES

**CALL TO ORDER** – Chair Knapinski called the meeting to order at 6:30 pm

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

### PRESENT

Chair Knapinski  
Commissioner Haskell  
Commissioner Nemecek  
Commissioner Ketter  
Town Board Rep. Christianson

### EXCUSED

Commissioner Dorow  
Commissioner Hopkins

### STAFF

Administrator Wisnefske  
Clerk Faust-Kubale  
Planner Jaworski  
Code Administrator Greenberg

## APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, September 11, 2024, Plan Commission Meeting

### MOTION

**Motion made** by Commissioner Ketter, **Seconded** by Commissioner Nemecek to approve the Minutes of the Wednesday, September 11, 2024 Plan Commission Meeting as presented.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Town Board Rep. Christianson

**Motion carried 5-0.**

**OPEN FORUM – Public comments addressed to the Plan Commission - NONE**

## CORRESPONDENCE

- A. Distribution of the September 2024 Building Inspection Report

## DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Administrator's Report

**BUSINESS**

- A. Review/Recommendation: Plan Commission review & recommendation on a Site Plan Review Application submitted by Amerco Real Estate Company for a proposed addition of personal self-storage units on Tax ID #006-0306-07 (2927 Shady Ln).

**MOTION**

**Motion made** by Commissioner Nemecek, **Seconded** by Commissioner Haskell to recommend denial of the Site Plan Review Application submitted by Amerco Real Estate Company.

**Voting Yea**: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Town Board Rep. Christianson

**Motion carried 5-0.**

- B. Review/Recommendation: Plan Commission review & recommendation on a Final Plat Review Application submitted by McMahan Associates on behalf of Clayton Development Group, LLC, for approval of the Scholar Ridge Estates Final Plat, dividing Tax ID #006-0617-01; Tax ID #006-0618-01; and Tax ID #006-0632 into 43 lots and 2 outlots intended for single-family residential use.

**MOTION**

**Motion made** by Commissioner Nemecek, **Seconded** by Commissioner Haskell to postpone this item to the November 13, 2024, Plan Commission Meeting.

**Voting Yea**: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Town Board Rep. Christianson

**Motion carried 5-0.**

**UPCOMING MEETING ATTENDANCE**

- A. Plan Commission (6:30 pm start unless otherwise noted) - Nov 13; Dec 11; Jan 15, 2025
- B. Town Board (6:30 pm start unless otherwise noted) - Oct 16 (**immediately following the Clayton Sanitary District #1 Meeting**); Nov 6 & 20 (**immediately following the Special Town Electors Meeting**); Dec 4 & 18
- C. Clayton Sanitary District #1 - October 16 beginning at 6 pm
- D. Special Town Electors Meeting - November 20 beginning at 6 pm

**ADJOURNMENT****MOTION**

**Motion made** by Commissioner Haskell, **Seconded** by Commissioner Nemecek to adjourn at 7:05 pm.

**Voting Yea**: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Town Board Rep. Christianson

**Motion carried 5-0.**

Respectfully submitted,

Kelsey Faust-Kubale  
Town Clerk

**From:** Zach Laabs <[ZLaabs@mcmgrp.com](mailto:ZLaabs@mcmgrp.com)>  
**Sent:** Thursday, October 10, 2024 10:38 AM  
**To:** Kelly Wisnefske, Administrator, Town of Clayton <[administrator@CLAYTONWINNEBAGOWI.GOV](mailto:administrator@CLAYTONWINNEBAGOWI.GOV)>; Derek Liebhauser <[derek@sparkdevco.com](mailto:derek@sparkdevco.com)>  
**Subject:** RE: Extension for Review for Final Plat

Kelly,

I spoke with Derek, and the extension is acceptable. We will be looking out for Cedar Corp's review comments so that we can make sure to address them prior to the November 13<sup>th</sup> meeting.

Thank you,  
**Zach Laabs**  
Municipal & Civil Engineer



1445 McMahan Dr | Neenah, WI 54956  
O: 920.751.4200 | D: 920.841.4866  
[website](#) | [facebook](#) | [linkedin](#) | [twitter](#)

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**From:** Kelly Wisnefske, Administrator, Town of Clayton <[administrator@CLAYTONWINNEBAGOWI.GOV](mailto:administrator@CLAYTONWINNEBAGOWI.GOV)>  
**Sent:** Thursday, October 10, 2024 8:12 AM  
**To:** Zach Laabs <[ZLaabs@mcmgrp.com](mailto:ZLaabs@mcmgrp.com)>; Derek Liebhauser <[derek@sparkdevco.com](mailto:derek@sparkdevco.com)>  
**Subject:** Extension for Review for Final Plat

Hi Zach,

The Town is asking for an extension to review the Final Plat. We are requesting 60 days from this day. This item will be on the next Plan Commission agenda for November 13<sup>th</sup> and then the Town Board agenda the following week November 20<sup>th</sup>.

Please send a response. Thank you again.

*Kelly Wisnefske*

## MEMORANDUM

**Business Item A**

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Resolution 2024-004 Allowing Voter Registration in the Clerk's Office on Election Day.

The Wisconsin Election Commission (WEC) noted per the Election Administration Manual and Wis. Stat. §7.15 “the municipal clerk’s election duties include supervision of voter registration in the municipality.” WEC also further notes “a municipal clerk may register voters in [their] office on Election Day if located within the same building as the polling place with a resolution of the governing body.”

Staff is asking the Board to pass such a resolution to allow for the possibility of registration in the clerk’s office to alleviate congestion in the polling place, if necessary. This would not be a permanent offering, but rather used discretionally to ensure no crowding of the polling place on Election Day, and preserve good traffic flow for voters coming into and out of the polling place.

**SUGGESTED MOTION(S):**

*Motion AND ROLL CALL to approve Resolution 2024-004 and direct Staff to publish and post accordingly.*

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

Respectfully submitted,  
Kelsey

**RESOLUTION 2024-004  
RESOLUTION ALLOWING VOTER REGISTRATION IN  
THE CLERK’S OFFICE ON ELECTION DAY**

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**THE TOWN BOARD OF SUPERVISORS OF THE TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:**

**WHEREAS**, the Town of Clayton has appointed Poll Workers/Election Inspectors, who are able to register voters on Election Day,

**WHEREAS**, the Town Clerk is allowed to register voters on Election Day in the polling place,

**WHEREAS**, also allowing voter registration in the Clerk’s Office on Election Day would increase efficiency of voter registration and reduce wait times on Election Day,

**NOW THEREFORE, BE IT RESOLVED** that the Town of Clayton will allow the Town Clerk to register voters in the Clerk’s Office on Election Day.

This resolution was adopted by the Town of Clayton Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Russell D. Geise, Town Chair

ATTEST:

\_\_\_\_\_  
Kelsey Faust-Kubale  
Town Clerk

## MEMORANDUM

**Business Item B**

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the Contractor's Application for Payment #3 Revised for Deer Trail Estates Drainage Resolve submitted by Highway Landscapers, Inc. in the amount of \$40,656.34.

Attached please find a copy of the Application for Payment #3 Revised submitted by Highway Landscapers, Inc. for work performed in Deer Trail Estates.

The Administrator has reviewed the payment request and feels the amount is correct and should be paid.

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

**Suggested Motion:**

*A motion to approve the Contractor's Application for Payment #3 Revised submitted by Highway Landscapers, Inc. in the amount of \$40,656.34.*

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

Respectfully Submitted,  
Kelsey

# Contractor's Application for Payment No. 3 Revised

Item B.

	Application Period: 1/20/2024-5/31/2024	Application Date: 9/25/2024
To (Owner): Town of Clayton	From (Contractor): Highway Landscapers, Inc	Via (Engineer): Cedar Corporation
Project: Deer Trail Estates Drainage Resolve	Contract: Deer Trail I	
Owner's Contract No:	Contractor's Project No: 2754	Engineer's Project No: 05588-0030

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$8,818.42	
2	\$4,862.43	
3	\$6,434.00	
4	\$5,961.00	
5	\$9,750.00	
6	\$7,324.20	
TOTALS		
	\$43,150.05	
NET CHANGE BY CHANGE ORDERS		\$43,150.05

1. ORIGINAL CONTRACT PRICE.....				\$ 283,185.00
2. Net change by Change Orders.....				\$ 43,150.05
3. Current Contract Price (Line 1 ± 2).....				\$ 326,335.05
4. TOTAL COMPLETED AND STORED TO DATE				
(Column I total on Progress Estimates).....				\$ 301,469.60
5. RETAINAGE:				
a. 5% X	\$301,469.60	Work Completed.....		\$ 15,073.48
b. 5% X		Stored Material.....		\$
c. Total Retainage (Line 5.a + Line 5.b).....				\$ 15,073.48
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....				\$ 286,396.12
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....				\$ 245,739.78
8. AMOUNT DUE THIS APPLICATION.....				\$ 40,656.34

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the

---

**Contractor Signature**

By: Date: 9/25/2024

Payment of: \$ 40,656.34  
(Line 8 or other - attach explanation of the other amount)

is recommended by: 10/9/2024  
(Engineer) (Date)

Payment of: \$ 40,656.34  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Deer Trail Estates Drainage Resolve				Application Number: 3									
Application Period: 1/20/2024-5/31/2024				Application Date: September 25, 2024									
A				B	C	D	E	F	G	H	I	J	
Bid No.	Item Description		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
					Previous Applications		This Application		Materials Stored		Quantity	Amount	
					Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	Sawcut	Sawcut Drives and Roads	422	\$4.00	305	\$1,220.00					305	\$1,220.00	72.3%
2	Driveway	Driveway Removal (9 Units)	468	\$6.00	562	\$3,372.00					562	\$3,372.00	120.1%
3	Road	Road Pavement Removal	113	\$8.00	116	\$928.00					116	\$928.00	102.7%
4	8" HDPE	8" HDPE Drain Tile	5350	\$16.30	5357	\$87,319.10					5357	\$87,319.10	100.1%
5	8" Apron	8" Apron Endwall	1	\$400.00	1	\$400.00					1	\$400.00	100.0%
6	24" Storm	24" Storm Inlet	20	\$2,600.00	20	\$52,000.00					20	\$52,000.00	100.0%
7	Remove	Remove and Reinstall Driveway Culvert	1	\$1,000.00	1	\$1,000.00					1	\$1,000.00	100.0%
8	New 17" X	New 17" X 13" Driveway Culvert (7 Units)	142	\$88.00	90	\$7,920.00					90	\$7,920.00	63.4%
9	New 21" X	New 21" X 15" Driveway Culvert (5 Units)	191	\$90.00	90	\$8,100.00					90	\$8,100.00	47.1%
10	New Road	New Road Culverts (2 Units)	87	\$95.00	20	\$1,900.00					20	\$1,900.00	23.0%
11	New HMA	New HMA Driveway (3.5" Thick)	489	\$36.00	655	\$23,580.00					655	\$23,580.00	133.9%
12	New Conc.	New Conc. Driveways (7" Thick)	477	\$20.00									
13	New HMA	New HMA Road Crossings (4" Thick)	113	\$90.00	123	\$11,070.00					123	\$11,070.00	108.8%
14	Ditch	Ditch Checks	29	\$50.00	10	\$500.00					10	\$500.00	34.5%
15	Culvert	Culvert Checks	16	\$20.00									
16	Inlet	Inlet Protection	20	\$55.00	20	\$1,100.00					20	\$1,100.00	100.0%
17	Lawn	Lawn Restoration - Along ditch lines	5350	\$8.70	5894	\$51,277.80					5894	\$51,277.80	110.2%
18	Connection	Connection to Existing Sump Pump/Down	25	\$500.00	17	\$8,500.00					17	\$8,500.00	68.0%
CCO19	Install Town	town provided 17x13 Driveway Culvert	60	\$56.34	130	\$7,324.20					130	\$7,324.20	216.7%
CCO20	Install Town	town provided 21x15 Drive Culvert	43	\$52.18	130	\$6,783.40					130	\$6,783.40	302.3%
CCO21	Install Town	provided 21x15 Road Culvert	90	\$55.89	90	\$5,030.10					90	\$5,030.10	100.0%
CCO3	Bomar Ave @ Cul De Sac.	Remove Pavement, Install new 44' Culvert, placenew HMA	1	\$6,434.00	1	\$6,434.00					1	\$6,434.00	100.0%
CCO4	9240 Bomar Ave.	remove pavement, install new 30' culvert,	1	\$5,961.00	1	\$5,961.00					1	\$5,961.00	100.0%
CCO	Restoration of East Ditch	on Knox Ln	1	\$9,750.00	1	\$9,750.00					1	\$9,750.00	100.0%
<b>TOTAL</b>						\$301,469.60						\$301,469.60	

## MEMORANDUM

**Business Item B**

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the project proposal submitted by Bassett Mechanical for the replacement of the boiler for the Town Hall at a cost of \$14,115.00.

Bassett has been working with Administrator Wisnefske to resolve the heating/cooling issues the Town Hall has been experiencing. The initial work to install the heating line has been completed (Board approved 9/18/24). Through that process, a crack was discovered in the existing boiler. Administrator Wisnefske will be available for any questions the Board may have.

**SUGGESTED MOTION(S):**

*Motion to approve moving forward with the project proposal as submitted by Bassett Mechanical at a cost not to exceed \$14,115.*

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

Respectfully submitted,  
Kelsey



**BASSETT  
MECHANICAL**

- CONTRACTING ▪ ENGINEERING
- METAL FABRICATING ▪ SERVICE

# Town Hall Boiler Replacement

proposal Number: 2024-0559

August 9, 2024

# HVAC Proposal

---

**PREPARED FOR:**

Kelly Wisnefske

Town of Clayton

8348 Hickory Avenue, Larsen, WI 54947

administrator@claytonwinnebagowi.gov

**PREPARED BY:**

Dustin R. Hull P.E., HVAC Engineer

Bassett Mechanical

920-838-1621 | dustin.hull@bassettmechanical.com

## PROJECT / PROPOSAL AGREEMENT

RE: Town Hall HVAC Improvements

Bassett Mechanical is pleased to provide this proposal for improvements to the Town of Clayton Town Hall.

### Phase 1 Scope of Work:

1. Isolate the boiler by closing the valves to the boiler
2. Manually fill the piping system up to 30 PSI
3. Return after 2 days to verify pressure is still at 30PSI = there is not a leak in the piping system

### Pricing for Scope of Work

**\$ 929**

### Phase 2 Scope of Work:

1. Drain the existing HW system
2. Remove the existing NTI HW Boiler
3. Provide and install a new IBC HW Boiler, model # SL14-115G3
4. Revise HW Piping at the boiler
  - a. Add shut off valves
  - b. Create Closely Spaced Tees for the Heating system
  - c. Existing Boiler Pump to be reused

### Pricing for Scope of Work

**\$ 14,115**

### Exclusions & Clarifications

1. Premium/overtime is not included
2. Pricing does not include Electrical disconnection / connection to the boiler

Prior to Bassett formally accepting your approval for this proposed project, we request a verbal review of job scope, project schedule and inclusions/exclusions to ensure we are in alignment on expectations for a successful project.

NOTICE: Bassett Mechanical reserves the right to seek an excusable extension of time if Bassett Mechanical's work is delayed, disrupted, suspended or otherwise impacted by circumstances outside of Bassett's control including: (i) disruptions to material and/or equipment supply; (ii) illness of Bassett's workforce and/or unavailability of labor; (iii) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions and/or directives; (iv) Owner or Contractor restrictions and/or directives; (v) fulfillment of Bassett's contractual or legal health and safety obligations. Bassett Mechanical will use its best efforts to meet contractual obligations, including scheduled completion or delivery date(s). To the extent that work is suspended or interrupted pursuant to the terms of this proposal or supplier or subcontractor pricing increases, Bassett Mechanical reserves the right to seek additional costs associated with any such event.

Due to the volatility of current market conditions, the price(s) included in this proposal for labor, material, subcontractor, outside rentals, and equipment costs identified herein shall remain in effect through and including five (5) days from the date of this proposal. Thereafter, Bassett Mechanical may, in good faith, adjust its pricing to reflect any and all cost increases. Bassett Mechanical reserves the right, in good faith, to reprice our proposal before accepting your approval for this proposed project. Further, at the time of shipping, any surcharges from our supplier(s) may be added to the price of this proposal.


ACCEPTANCE OF PROPOSAL – Please sign, date and return one copy as acceptance of this proposal. Return via fax, e-mail or postal delivery.

**Payment Plan - 1/3 down, followed by monthly progress billings.**

**Term Net 30 Days**

CONTRACTOR

CUSTOMER

Signature		Signature/P.O. #	_____
Name	Dustin R. Hull P.E.	Name	_____
Title	HVAC Engineer	Title	_____
Date	6/14/2024	Date	_____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices and per attached "Terms & Conditions" and "Exclusions" pages. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry life, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Information presented in this quotation is considered proprietary and the sole property of Bassett Mechanical.

## INCLUSIONS / EXCLUSIONS

**Any products or services not specifically mentioned on this proposal shall be the responsibility of others. Bassett Mechanical will provide for the complete:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Design/Engineering | <input checked="" type="checkbox"/> Installation | <input checked="" type="checkbox"/> Replacement |
| <input type="checkbox"/> Retrofit / Repair             | <input checked="" type="checkbox"/> Modification | <input checked="" type="checkbox"/> Fabrication |

***The following checked items will be included in this proposal within limits of the scope. Any items not checked are excluded from this proposal unless otherwise specified in scope.***

### General

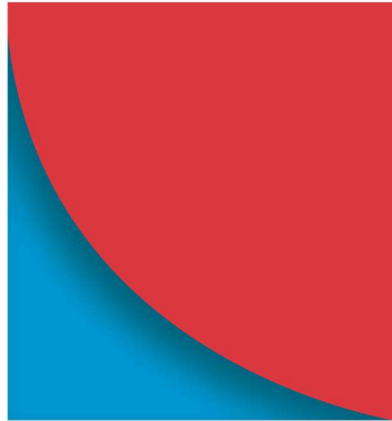
- |   |   |
|---|---|
| <input type="checkbox"/> Ductwork   | <input type="checkbox"/> Mechanical equipment screens                             |
| <input type="checkbox"/> Duct Cleaning                                      | <input type="checkbox"/> Structural steel & structural engineering                |
| <input type="checkbox"/> Thermostat(s)                                      | <input type="checkbox"/> Freight  |
| <input checked="" type="checkbox"/> Insulation                              | <input type="checkbox"/> Local fees   |
| <input type="checkbox"/> Louvers  | <input type="checkbox"/> State approval   |
| <input type="checkbox"/> Exhaust venting piping                             | <input checked="" type="checkbox"/> Taxes   |
| <input type="checkbox"/> Grille(s) and diffuser(s)                          | <input type="checkbox"/> Certified air and/or water balancing                     |
| <input type="checkbox"/> Motor starter(s) & disconnects(s)                  | <input type="checkbox"/> Temporary heating / cooling dehumidification             |
| <input type="checkbox"/> Control wiring                                     | <input checked="" type="checkbox"/> Final adjustment and calibrations             |
| <input type="checkbox"/> Power wiring                                       | <input checked="" type="checkbox"/> System commissioning                          |
| <input type="checkbox"/> Cutting, patching, painting                        | <input type="checkbox"/> Process safety management                                |
| <input type="checkbox"/> Roof cutting and patching                          | <input type="checkbox"/> Preventive maintenance agreement                         |
| <input type="checkbox"/> Roof curb blocking                                 | <input type="checkbox"/> Systems training program                                 |
| <input type="checkbox"/> Exterior caulking                                  | <input type="checkbox"/> Premium time labor                                       |
| <input type="checkbox"/> Equipment pad                                      | <input checked="" type="checkbox"/> Operation and maintenance manual(s): 2 Copies |
| <input type="checkbox"/> Equipment disposal                                 | <input checked="" type="checkbox"/> Equipment warranty per manufacturer: Per MFG  |
| <input type="checkbox"/> Equipment leasing option                           | <input checked="" type="checkbox"/> Parts warranty per manufacturer: Per MFG      |
| <input type="checkbox"/> High Lift rental                                   | <input checked="" type="checkbox"/> Parts warranty: 1 Year                        |
| <input type="checkbox"/> Crane rental                                       | <input checked="" type="checkbox"/> Workmanship: 1 Year                           |
| <input type="checkbox"/> State inspections                                  | <input type="checkbox"/> Freight Company – fuel surcharge                         |
| <input type="checkbox"/> Duct Smoke Detectors                               | <input type="checkbox"/> Bassett Mechanical Insulation Specification              |
| <input checked="" type="checkbox"/> Bassett Mechanical Piping Specification |   |

**Excluded from this proposal are the following:**

- Asbestos removal

## TERMS & CONDITIONS

1. Customer acknowledges that by signing this **Project/Proposal** Agreement, customer has read and understands the **Project/Proposal** Agreement including the attachments, **Inclusions/Exclusions** and **Terms & Conditions**, and accepts the same without modification or alteration and any attempt to do so which is not expressly set forth in a written amendment to this **Project/Proposal** Agreement signed by an officer of Bassett Inc. is null and void.
2. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
3. Contractor warrants that the workmanship hereunder shall be free from defects for time indicated within the proposal from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
4. Customer will promptly pay invoices within thirty (30) days of receipt. Any payment which is not made when due shall bear interest from the date due until the date paid at a rate of interest equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest allowed under applicable law. Should a payment become sixty (60) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
7. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.
8. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
9. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts civil or military authority, priority regulations, insurrection or riot, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
13. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.



## At Bassett Mechanical, we are Creating Customers for Life®.

Bassett Mechanical provides complete design, engineering, fabrication, installation, and preventative maintenance service solutions for all our customer’s industrial refrigeration, HVAC, plumbing, metal fabricating, and service needs. We proudly provide safe, responsible, and innovative solutions to customers throughout the United States and the world. From idea to implementation and beyond, we have what it takes to make your project a success.

**We look forward to partnering with you!**



**KAUKAUNA, WI (HQ)**

1215 Hyland Ave.  
Kaukauna, WI 54130



**MILWAUKEE, WI**

W136 N4829 Campbell Dr.  
Menomonee Falls, WI 53051



**MADISON, WI**

4017 Owl Creek Dr.  
Madison, WI 53718



**WAUSAU, WI**

4403 Stewart Ave., Suite B  
Wausau, WI 54401



**ROCHESTER, MN**

570 High Point Dr. NE  
Byron, MN 55920

**BassettMechanical.com | (800) 236-2500**