



BOARD OF SUPERVISORS MEETING

Wednesday, June 21, 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, June 7, 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 May 2023 Winnebago County Tonnage Report
- B. Distribution of the Agenda for the July 6, 2023, Wisconsin Towns Association - Winnebago County Unit Meeting

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Larsen/Winchester Sanitary District Report
- B. Administrator's Report
- C. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. Renewal - Therese Rathsack
- B. Renewal - Rachael Nielsen
- C. Renewal - Brad Neal

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Motion to approve a Certified Survey Map (CSM) Review Application submitted by Northeast Asphalt & Susan Kottke for approval of a 2-lot CSM transferring 0.18 acres +/- from Tax ID #006-0496 (Hickory Ave/County Rd II) to Tax ID #006-0502-02 (8397 Hickory Ave).
- B. Plan Commission Recommendation: Motion to approve a Site Plan Review Application submitted by Robert E Lee & Associates, Inc. on behalf of PRE/3, LLC

for a proposed multi-family housing development consisting of six (6) 12-unit multi-family buildings located on Eagle Heights Dr, specifically described as Tax ID #006-0328-02-02.

- C. Plan Commission Recommendation: Motion to approve a Conditional Use Application submitted by Robert E. Lee & Associates, Inc. on behalf of PRE/3, LLC for a proposed multi-family housing development consisting of six (6) 12-unit multi-family buildings located on Eagle Heights Dr, specifically described as Tax ID #006-0328-02-02.
- D. Plan Commission Recommendation: Motion to approve a Site Plan Review Application submitted by Utschig, Inc. on behalf of Positive Ventures, LLC for conversion of the existing restaurant/tavern building to a multi-tenant industrial/commercial building on Tax ID #006-0620-06 (2770 Towne Court).

BUSINESS

- A. Discussion/Action: Town Board review & consideration of the following Alcohol License Application:

The following party has submitted an application for a Class "B" license to sell fermented malt beverages, on file in the Town of Clayton Clerk's Office for the licensing period of July 1, 2023 through June 30, 2024, the granting of which is now pending & subject to compliance with State Statutes & Municipal Ordinances:
a. Dale Mart LLC (DBA Kitchen Comfort), 8510 State Rd 76 Unit #2, Neenah, WI 54956; Agent: Dinesh Tiwari

- B. Discussion/Action: Town Board review & consideration of an Opinion of Probable Project Cost prepared by Cedar Corp for the completion of Deer Trail Estates drainage improvements.
- C. Discussion/Action: Town Board review & consideration of the Developer Agreement submitted by G&L Properties for a proposed machining & repair services development on Tax ID #006-0340-02-01.
- D. Discussion/Action: Town Board review & consideration of the Tax Increment Finance (TIF) Application submitted by G&L Properties for a proposed machining & repair services development on Tax ID #006-0340-02-01.
- E. Discussion/Action: Town Board review & consideration of a revised design for the new Town Logo.

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) - July 5 & 19; August 2 & 16; Sept 6 & 20
- B. Plan Commission (6:30 pm start unless otherwise noted) - June 28; July 12 & 26; August 9

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 CTR “T” Larsen, WI 54947
2. The Town’s Web Page: -- www.townofclayton.net



BOARD OF SUPERVISORS MEETING

Wednesday, June 07, 2023 at 6:30 PM

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

MINUTES

CALL TO ORDER

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

SUPERVISORS

Town Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson

EXCUSED

Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Zolp
 Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, May 17, 2023 Closed Session Town Board Meeting

MOTION:

Motion made by unanimous consent to approve the Wednesday, May 17, 2023 Town Board Closed Session Meeting Minutes.

Motion carried by unanimous voice vote.

- B. Approval of the Minutes of the Wednesday, May 17, 2023 Town Board Meeting

MOTION:

Motion made by unanimous consent to approve the Wednesday, May 17, 2023 Town Board Meeting Minutes.

Motion carried by unanimous voice vote.

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

CORRESPONDENCE

- A. Distribution of the May 2023 Building Inspection Report

- B. Distribution of Notice of Public Hearing for the Fox Valley Technical College 2023-24 Budget
- C. Distribution of the meeting materials for the June 7, 2023 Fox West Regional Sewerage Commission monthly 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

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Jessica Krings
- B. New - Natalie Rose
- C. New - Alayna Feavel
- D. New - Kendall Ziglinksi
- E. New Class A - Bhupin Tiwari
- F. New Temporary - Sarah Poublon (to be issued June 13, 2023)
- G. Renewal - Dannielle Kluz
- H. Renewal - Grace Witt

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Motion to approve Ordinance 2023-Z004 An Ordinance to Amend the Official Town of Clayton Zoning Map specifically to re-zone Tax ID #006-0617 (2689 County Rd II), Tax ID #006-0618, and Tax ID #006-0632. The application is to re-zone: Tax ID #006-0617 (2689 County Rd II) from the A-2 (General Agriculture) District to the B-2 (Community Business) District, R-4 (Multifamily Residential) District, and R-3 (Two-Family Residential) District; Tax ID #006-0618 from the A-2 District to R-3 District and R-2 (Suburban Residential) District; and Tax ID #006-0632 from the A-2 District to the R-2 District.

MOTION:

Motion made by Supervisor Grundman, **Seconded** by Supervisor Christianson to adopt Ordinance 2023-Z004 to amend the Town of Clayton Zoning Ordinance for Tax ID #006-0617; Tax ID #0060618; and Tax ID #006-0632.

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

Motion carried 4-0.

BUSINESS

- A. Discussion/Action: Town Board review & consideration of the following Alcohol License Applications:

The following parties have submitted renewal applications for a Class "B" license to sell fermented malt beverages, and a "Class B" license to sell intoxicating liquors on file in the Town of Clayton Clerk's Office for the licensing period of July

1, 2023 through June 30, 2024, the granting of which is now pending and subject to compliance with State Statutes and Municipal Ordinances:

- a. EJ Phoenix Enterprises LLC (DBA Century Elm Supper Club), 8300 Hickory Ave, Larsen, WI 54947; Agent: Elizabeth Jackson
- b. Ridgeway Country Club Inc., 2913 County Road II, Neenah, WI 54956; Agent: Scott A. Lemire
- c. Micki D's, LLC (DBA The ReMixx), 8386 State Road 76 Suite B, Neenah, WI 54956; Agent: Michelle A. Baumann
- d. KBN LLC (DBA Willie Beamons), 2590 County Road II, Neenah, WI 54956; Agent: Brian Stedl
- e. Winagamie, Inc. (DBA Winagamie Golf Course), 3501 Winnegamie Drive, Neenah, WI 54956; Agent: Matthew Burry
- f. The Woodshed Inc., (DBA The Woodshed Bar and Grill), 2895 County Road II, Neenah, WI 54956; Agent: Dino O. Valeri

MOTION:

Motion made by unanimous consent to approve the following renewal applications for Class "B" licenses to sell fermented malt beverages, and "Class B" licenses to sell intoxicating liquors for the licensing period of July 1, 2023, through June 30, 2024 subject to compliance with State Statutes and Municipal Ordinances:

- EJ Phoenix Enterprises LLC (DBA Century Elm Supper Club), 8300 Hickory Ave, Larsen, WI 54947; Agent: Elizabeth Jackson
- Ridgeway Country Club Inc., 2913 County Road II, Neenah, WI 54956; Agent: Scott A. Lemire
- Micki D's, LLC (DBA The ReMixx), 8386 State Road 76 Suite B, Neenah, WI 54956; Agent: Michelle A. Baumann
- KBN LLC (DBA Willie Beamons), 2590 County Road II, Neenah, WI 54956; Agent: Brian Stedl
- Winagamie, Inc. (DBA Winagamie Golf Course), 3501 Winnegamie Drive, Neenah, WI 54956; Agent: Matthew Burry
- The Woodshed Inc., (DBA The Woodshed Bar and Grill), 2895 County Road II, Neenah, WI 54956; Agent: Dino O. Valeri

Motion carried by unanimous voice vote.

B. Discussion/Action: Town Board review & consideration of the following Alcohol License Application:

The following party has submitted renewal applications for a Class "B" license to sell fermented malt beverages, and a "Class B" license to sell intoxicating liquors on file in the Town of Clayton Clerk's Office for the licensing period of July 1, 2023 through June 30, 2024, the granting of which is now pending and subject to compliance with State Statutes and Municipal Ordinances:

- a. Stephanie J. Sweere (DBA The Larsen Tavern), 8338 Hickory Ave, Larsen, WI 54947; Agent: Stephanie J. Sweere

MOTION:

Motion made by unanimous consent to approve the renewal application submitted by Stephanie J. Sweere (DBA The Larsen Tavern), 8338 Hickory Ave, Larsen, WI 54947 for Class "B" licenses to sell fermented malt beverages, and "Class B" licenses to sell intoxicating liquors for the licensing period of July 1, 2023, through June 30, 2024 with the following conditions:

- Payment in full of delinquent tax balance on Tax ID #006-0535-03-02 where the establishment is located, no later than June 29, 2023 at noon with proof of payment provided to the Town Clerk.
- Payment of debts in full to General Beer NE, Inc. and notification to the Town Clerk from General Beer NE, Inc. that their account is in good standing and all balances are current no later than June 29, 2023 at noon.

Motion carried by unanimous voice vote.

C. Discussion/Action: Town Board review & consideration of the following Alcohol License Application:

The following party has submitted a renewal application for a Reserve Class "B" license to sell fermented malt beverages, and a Reserve "Class B" license to sell intoxicating liquors on file in the Town of Clayton Clerk's Office for the licensing period of July 1, 2023 through June 30, 2024, the granting of which is now pending and subject to compliance with State Statutes and Municipal Ordinances:

a. Leisure Golf #1, LLC, (DBA Westridge Golf Course), 8130 Golf Course Drive, Neenah, WI 54956; Agent: Rory Burton

MOTION:

Motion made by unanimous consent to approve the renewal application submitted by Leisure Golf #1, LLC (DBA Westridge Golf Course), for a Reserve Class "B" license to sell fermented malt beverages, and Reserve "Class B" license to sell intoxicating liquors for the licensing period July 1, 2023 through June 30, 2024 subject to compliance with State Statutes and Municipal Ordinances.

Motion carried by unanimous voice vote.

D. Discussion/Action: Town Board review & consideration of the following Cigarette License Applications:

The following parties have applied for a Cigarette and Tobacco Products License in and for the Town of Clayton, for the period of July 1, 2023 to June 30, 2024, subject to compliance with State Statutes and Municipal Ordinances:

- Ridgeway Country Club, Inc, 2913 County Road II, Neenah, WI 54956
- Hollandtown Minimart, LLC, (DBA Ridgeway BP), 8510 State Road 76, Neenah, WI 54956

MOTION:

Motion made by unanimous consent to approve the following renewal applications submitted for a Cigarette and Tobacco Products License for the licensing period of July 1, 2023, through June 30, 2024 subject to compliance with State Statutes and Municipal Ordinances:

- a. Ridgeway Country Club Inc., 2913 County Road II, Neenah, WI 54956
- b. Hollandtown Minimart, LLC, (DBA Ridgeway BP), 8510 State Rd 76, Neenah, WI 54956

Motion carried by unanimous voice vote.

E. Discussion/Action: Town Board review & consideration of the following Alcohol License Application:

The following party has an application for a Class "A" license to sell fermented malt beverages, and a "Class A" license to sell intoxicating liquors on file in the Town of Clayton Clerk's Office for the licensing period of July 1, 2023 through June 30, 2024, the granting of which is now pending and subject to compliance with State Statutes and Municipal Ordinances:

- a. Hollandtown Minimart, LLC, (DBA Ridgeway BP), 8510 State Road 76 Unit 1, Neenah, WI 54956; Agent: Durga Tiwari

MOTION:

Motion made by unanimous consent to approve the renewal application submitted by Hollandtown Minimart, LLC, (DBA Ridgeway BP), for a Class "A" license to sell fermented malt beverages, and a "Class A" license to sell intoxicating liquors for the licensing period July 1, 2023 through June 30, 2024 subject to compliance with State Statutes and Municipal Ordinances.

Motion carried by unanimous voice vote.

F. Discussion/Action: Town Board review & consideration of the construction of a driveway for Kim Maurer on Tax ID #006-0340-02-02.

MOTION:

Motion made by unanimous consent to approve construction of driveway access for Tax ID #006-0340-02-02 to be done by Robert J. Immel Excavating, Inc. with a cost not to exceed \$6,260.00, and authorized the Administrator to proceed as necessary.

Motion carried by unanimous voice vote.

G. Discussion/Action: Town Board review & consideration of proposals for a new Town Logo.

TABLED - SUPERVISORS WOULD LIKE TO SEE MORE COLORWAYS ON OPTION A PRIOR TO A VOTE

- H. Review/Discussion: Town Board review & discussion of the estimates received for repair of portions of the following roads to be completed by Winnebago County Highway Department on behalf of the Town: Oakridge Road, Hillcrest Drive, Oakwood Avenue, Fairview Road.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - June 21; July 5 & 19; August 2 & 16
B. Plan Commission (6:30 pm start unless otherwise noted) - June 14 & 28; July 12 & 26; August 9

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION:

Motion made by unanimous consent to adjourn at 7:14 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

JOHN M. RABE, P.E.
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



Winnebago County

Solid Waste Management Board

The Wave of the Future


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

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

Item A.

DATE: June 12, 2023

TO: Contracted Responsible Units

FROM: Kathy Hutter – Operations Manager
khutter@winnebago-county-wi.gov 920-232-1853 

RE: May 2023 Signing Municipality Update & Monthly Scale Reports

Managing Used Batteries – In recent weeks two Wisconsin Materials Recovery Facilities (MRFs) (Columbia County and City of Milwaukee) experienced significant fire incidents that resulted in extended downtime. We also had two fire related close-calls at the Tri-County MRF in early June and two fire related close-calls at our Winnebago County Transfer Station in April/May. While it hasn't been determined that batteries caused these fires in all of the cases, in some of the cases they were identified as the ignition source. Rechargeable batteries, particularly those labeled Li-ion, Ni-Cd, Ni-MH and SSLA often contain a charge after they are no longer useable. When placed in traditional waste and recycling streams, these batteries can become damaged, and discharge their remaining energy as heat, an explosion or high temperature fire. The fire spreads quickly in a waste/recycling environment, can become extremely difficult to extinguish and may create a significant amount of property damage/downtime at processing facilities. This has become a widespread issue, which has prompted the WI DNR to issue a June 9, 2023 Press Release to bring the topic front and center (<https://dnr.wisconsin.gov/newsroom/release/78001>). With this Press Release and the resources it contains, we are encouraging you to help us get the message out to our citizens regarding the danger of putting rechargeable batteries in waste and recycling bins and the proper methods for safe disposal.

Jessica's Junkyard Journal - Waste & Recycling Worker's Week is celebrated every year during the week of June 17th. This year, Winnebago County Solid Waste's social media will feature our own Municipal and County Solid Waste & Recycling personnel! Visit <https://wasterecyclingworkersweek.org/> for more information and resources, then stay tuned and share our highlights on Facebook, Instagram, or Twitter later this month.

The WDNR Recycling Consolidation Grant 2024 Cooperative Agreement - will be delivered to your office in a separate mailing during the week of June 12th (City of Neenah, City of Oshkosh excluded). Please complete and return the Agreement by August 18th.

KH/kh

S:\Landfill\52811 Recycling Programs\811 RUGs\RUG LETTERS\2023\06 RUGJUN23

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2023 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 | 52.22 | 40.80 | 59.90 | 44.38 | 38.41 | | | | | | | | 235.71 | T. Algoma |
| T. Black Wolf | 18.31 | 17.47 | 25.05 | 21.19 | 17.39 | | | | | | | | 99.41 | T. Black Wolf |
| T. Clayton | 39.17 | 32.53 | 37.70 | 25.63 | 34.41 | | | | | | | | 169.44 | T. Clayton |
| V. Fox Crossing | 117.11 | 91.65 | 109.11 | 102.55 | 97.92 | | | | | | | | 518.34 | V. Fox Crossing |
| T. Neenah | 22.30 | 22.00 | 31.36 | 23.72 | 25.23 | | | | | | | | 124.61 | T. Neenah |
| T. Nekimi | 9.29 | 8.81 | 11.58 | 8.82 | 9.59 | | | | | | | | 48.09 | T. Nekimi |
| T. Omro | 12.21 | 11.04 | 13.62 | 9.82 | 11.32 | | | | | | | | 58.01 | T. Omro |
| T. Vinland | 17.67 | 11.85 | 12.19 | 13.25 | 15.46 | | | | | | | | 70.42 | T. Vinland |
| T. Winchester | 15.16 | 12.90 | 10.58 | 16.67 | 11.40 | | | | | | | | 66.71 | T. Winchester |
| T. Winneconne | 25.03 | 18.78 | 23.01 | 21.86 | 18.30 | | | | | | | | 106.98 | T. Winneconne |
| T. Wolf River | 6.18 | 4.46 | 4.17 | 6.63 | 5.71 | | | | | | | | 27.15 | T. Wolf River |
| V. Winneconne | 13.62 | 12.64 | 13.53 | 13.17 | 22.26 | | | | | | | | 75.22 | V. Winneconne |
| C. Menasha | 122.60 | 110.42 | 92.37 | 112.10 | 119.36 | | | | | | | | 556.85 | C. Menasha |
| C. Neenah | 184.77 | 138.68 | 168.27 | 158.72 | 180.38 | | | | | | | | 830.82 | C. Neenah |
| C. Omro | 15.48 | 15.83 | 13.73 | 17.90 | 17.68 | | | | | | | | 80.62 | C. Omro |
| C. Oshkosh | 347.56 | 277.07 | 325.52 | 303.96 | 333.94 | | | | | | | | 1588.05 | C. Oshkosh |
| Other SS | 255.55 | 197.60 | 340.91 | 278.45 | 302.45 | | | | | | | | 1374.96 | Other SS |
| TOTAL TONS | 1274.23 | 1024.53 | 1292.60 | 1178.82 | 1261.21 | | | | | | | | 6031.39 | TOTAL TONS |

| | Population | SS lbs./person |
|-----------------|------------|----------------|
| T. Algoma | 6,927 | 68.06 |
| T. Black Wolf | 2,431 | 81.79 |
| T. Clayton | 4,375 | 77.46 |
| V. Fox Crossing | 19,011 | 54.53 |
| T. Neenah | 3,701 | 67.34 |
| T. Nekimi | 1,334 | 72.10 |

| | Population | SS lbs./person |
|---------------|------------|----------------|
| T. Omro | 2,356 | 49.24 |
| T. Vinland | 1,773 | 79.44 |
| T. Winchester | 1,796 | 74.29 |
| T. Winneconne | 2,627 | 81.45 |
| T. Wolf River | 1,212 | 44.80 |
| V. Winneconne | 2,542 | 59.18 |

| | Population | SS lbs./person |
|--------------|---------------|----------------|
| C. Menasha | 18,490 | 60.23 |
| C. Neenah | 27,726 | 59.93 |
| C. Omro | 3,644 | 44.25 |
| C. Oshkosh | 66,929 | 47.45 |
| Total | 166874 | 55.81 |



WISCONSIN TOWNS ASSOCIATION WINNEBAGO COUNTY UNIT MEETING

Thursday, July 6, 2023 at 6:30 PM – Dinner Served at 6:00 PM

Location: Town of Algoma, 15 North Oakwood Rd, Oshkosh, WI 54904.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Open Forum for Public Comments:**
4. **Approval of Minutes:** Approve minutes from April 6, 2023 WTA Unit meeting.
5. **New Members**
6. **Elected Officials Invited:**

| | |
|---|--|
| US Senator Tammy Baldwin | State Representative (53) Michael Schraa |
| US Senator Ron Johnson | State Representative (54) Lori Palmeri |
| US Congressman (6) Glenn Grothman | State Representative (55) Nate Gustafson |
| US Congressman (8) Mike Gallagher | State Representative (56) David Murphy |
| State Senator (18) Daniel Feyen | State Representative (57) Lee Snodgrass |
| State Senator (19) Rachael Cabral-Guevara | County Executive Jon Doemel |
7. **Secretary/Treasurers Report:** 06-30-2023 Financial Statement
8. **WTA/TAC Report** – Jim Erdman
9. **WTA Report** – Lee Engelbrecht and John Piechowski
10. **Speaker:** NONE - Abbreviated meeting to allow for networking
11. **Old/New Business**
12. **Next Meeting Dates and locations:**

October 5, 2023 at the Town of Black Wolf
13. **Adjourn**

RECEIVED

JUN 13 2023



June 9, 2023

Town of Clayton
Attn: Kelly Wisnefske
8348 County Road T
Larsen, WI 54947

Re: Town of Clayton
Phase 1 Water Distribution Booster Pump Facility
Change Order #7
McM. No. C0023-09-20-00286.08

Enclosed herewith is executed Change Order #7 for the above referenced project. This change is a decrease to the Contract in the amount of \$59,717.21. The current Contract Price is \$1,258,658.09.

Please keep for your records.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "A. Kappell".

Anthony S. Kappell, P.E.
Associate / Senior Water & Wastewater Engineer

ASK:jlh

Enclosure: Change Order #7

cc: RJM Construction, LLC

MEMORANDUM

Business Referred by the Plan Commission A-D

From: Administrator/Staff
To: Town Board
Re: Business Referred by the Plan Commission – Agenda items A through D

Suggested Motion Item A:

Motion to approve the Certified Survey Map (CSM) submitted by Northeast Asphalt & Susan Kottke as presented.

Suggested Motion Item B:

Motion to approve the Site Plan Review Application submitted on behalf of PRE/3, LLC with all Staff recommendations & conditions, as listed in the approved Plan Commission minutes from the June 14, 2023 meeting.

Suggested Motion Item C:

Motion to approve the Conditional Use Application submitted on behalf of PRE/3, LLC with all Staff recommendations & conditions, as listed in the approved Plan Commission minutes from the June 14, 2023 meeting.

Suggested Motion Item D:

Motion to approve the Site Plan Review Application submitted on behalf of Positive Ventures, LLC with all Staff recommendations & conditions, as listed in the approved Plan Commission minutes from the June 14, 2023 meeting.

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

Respectfully Submitted
Kelsey

MEMORANDUM

Business Item A

From: Administrator/Staff
 To: Town Board
 Re: Town Board review & consideration of the following Alcohol License Application:

The following party has submitted an application for a Class "B" license to sell fermented malt beverages, on file in the Town of Clayton Clerk's Office for the licensing period of July 1, 2023, through June 30, 2024, the granting of which is now pending and subject to compliance with State Statutes and Municipal Ordinances:

- a. Dale Mart LLC (DBA Kitchen Comfort), 8510 State Rd 76 Unit #2, Neenah, WI 54956:
 Agent: Dinesh Tiwari

Staff has received and reviewed the application and been in contact with both Agent Dolan at the DOR Alcohol & Tobacco Enforcement Unit and Bill Larson at MGM Law for guidance on this application. The application is provided for the Board to consider, including building plans denoting a doorway between the currently licensed "Class A" premises and proposed Class "B" premises.

Staff has received the following comments from Agent Dolan:

"Here is some additional information on connecting premises. Sec. 125.51(8), Wis. Stats., provides that (with the exception of hotels) no person may hold both a "Class A" and a Class "B" license for the same or connecting premises. The department has issued guidance that if these licenses are issued for connecting premises, the licensee must create physical separation of the "Class A" and Class "B" licensed premises to be in compliance with this statute. Physical separation may be achieved by floor to ceiling walls or closed doors. Each premises must have its own outside entrance. The licensed premises description for each premises may not include any common licensed premises overlapping one another. "Class A" and Class "B" premises separated, as described above would be considered "separate", rather than "connecting" premises."

Staff has received the following comments from Attorney Larson regarding the Town's obligations if the Board chooses to deny the application:

"...the Town has wide latitude in deciding on liquor licenses. An applicant "has no clear legal right to the issuance of a liquor license. Wisconsin courts have long held that a liquor license is a privilege, not a right. Moedern v. McGinnis, 70 Wis. 2d 1056, 1066, 236 N.W.2d 240 (1975). Whether a license should be issued to a particular applicant is a matter of local concern, State ex rel. Smith v. City of Oak Creek, 139 Wis. 2d 788, 801, 407 N.W.2d 901 (1987), and is within the discretion of the licensing authority, Rawn v. City of Superior, 242 Wis. 632, 636-37, 9 N.W.2d 87 (1943)." Buena Vista Hall, LLC v. City of Milwaukee, 921 N.W.2d 528 (Wis. App. 2018). That said the Town does need to make sure it does not reject the application for an improper purpose such that it would be arbitrary, capricious, or discriminatory. The Town also needs to provide due process and give the Applicant a chance to be heard on the matter.

I recommend include multiple reasons for the denial such as the following:

- 1. You can certainly include the 125.8 violation, but I will note that it is not bulletproof. The Applicant could argue that because the licenses are held by different LLCs it does not violate the prohibition that "no person may hold both a "Class A" license and either a "Class B" license or permit, a Class "B" license or permit or a "Class C" license for the same premises or for connecting premises." Nonetheless, the Town could rely on the portion of the definition of person at 125.02(14)*

that also states a person can be a natural person and the natural person that is listed as President of both LLC is the same.

2. *A policy based on concern about having the Class A and Class B licenses connecting.*
3. *The response to question 5(a) on the application appears to be false or misleading, because the Applicant did not disclose the existing Class A license in the same or connecting premises.*
4. *Any objections from the public that might be raised.*
5. *Any other legitimate local policy based concerns with the set up.”*

Based on these comments, Staff is looking to the Board as the ultimate authority for granting or denying the license application, for guidance. Two possible motion options are included below for the Board to reference when making their final decision.

Suggested Motion A:

*Motion to **approve** the following application submitted for a Class “B” license to sell fermented malt beverages for the licensing period July 1, 2023, through June 30, 2024 subject to compliance with State Statutes and Municipal Ordinances:*

- *Dale Mart LLC (DBA Kitchen Comfort), 8510 State Rd 76 Unit #2, Neenah, WI 54956:
Agent: Dinesh Tiwari*

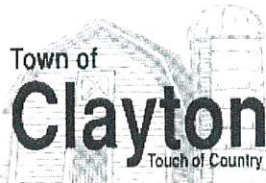
Suggested Motion B:

*Motion to **deny** the submitted application of Dale Mart LLC (DBA Kitchen Comfort), 8510 State Rd 76 Unit #2, Neenah, WI 54956: Agent: Dinesh Tiwari for a Class “B” license to sell fermented malt beverages for the licensing period July 1, 2023, through June 30, 2024 for the following reasons:*

1. *Sec. 125.51(8), Wis. Stats., provides that no person may hold both a “Class A” and a Class “B” license for the same or connecting premises. The licensee must create physical separation of the “Class A” and Class “B” licensed premises to be in compliance with the Statute.*
2. *In the response to question 5(a) on the application, the Applicant did not disclose the existing “Class A” license in the same or connecting premises.*

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

Respectfully Submitted,
Kelsey



Kitchen Comfort

8348 County Road T
Larsen, WI 54947

Attachment A

REQUIREMENTS FOR ISSUANCE OF LIQUOR AND/OR TOBACCO LICENSE(S)

- Application form **AT-115** for renewal applications or form **AT-106** for new applicants
- Auxiliary Questionnaire form **AT-103**
 - One form must be submitted for each officer/member listed on the AT-106 and/or AT-115
 - Complete the top sections and questions 1-6
 - Each officer/member listed on the AT-106 and/or AT-115 needs to provide a copy of their valid Driver's License for background checks
- Schedule for Appointment of Agent form **AT-104**—required for Corporations and LLCs
- Copy of valid Wisconsin Seller's Permit Certificate – License cannot be issued if applicant is unable to provide the Seller's Permit
- Proof of Completing the Responsible Beverage Course within the past 2 years
- Copy of a Valid Federal Identification Number (FEIN).
- Cigarette License Application Form **CTP-200**, if applicable.
- Evidence of Control of Premises, Ownership, or a copy of a Lease Agreement or Land Contract.
- A Current Fire Inspection Certification free of any violation(s)
- Payment of Applicable Fees
- Real Estate Taxes Paid to date with no delinquencies*
- Personal Property Taxes Paid to date with no delinquencies*

*The Town Board will **not** renew licensees with delinquent taxes as set forth in the Town of Clayton Ordinance 2014-001.

FYI - click mouse in 'For the license period beginning' field to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Item A.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2023 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Clayton
 Village of }
 City of }

County of Winnebago Aldermanic Dist. No. _____
(if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number 45613127374504 | |
|--|--------|
| FEIN Number 83-0529614 | |
| TYPE OF LICENSE REQUESTED | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ |
| TOTAL FEE | \$ |

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Dale Mart LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

| President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
|-----------------------------------|---------|---------------|--|
| Tiwari | Dinesh | Kumar | 955 Lotus Trail, Menasha WI 54952 |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Tiwari | Dinesh | Kumar | 955 Lotus Trail, Menasha WI 54952 |
| Directors / Managers Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name Kitchen Comfort Business Phone Number 9207504722
 2. Address of Premises 8510 State Rd 76, Unit #2 Post Office & Zip Code Neenah WI 54956

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Only canned or bottled beer will be served from behind the counter, a free cooler inside the kitchen area, dine in area for at least 12 or more guests, full service restaurant with drive through option, but no alcoholic beverages will be served from drive through window, only food and soda and similar non-intoxicating beverages only, the restaurant has its own separate entrance


4. Legal description (omit if street address is given above): Full service restaurant

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 4/26/2018 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

| | | |
|--|----------------------------|---|
| Contact Person's Name (Last, First, M.I.) Tiwari, Dinesh K | Title/Member Owner | Date 05/25/2023 |
| Signature  | Phone Number 9207504722 | Email Address tiwaridineshkus@icloud.com |

TO BE COMPLETED BY CLERK

| | | | |
|---|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk 5/25/23 | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|--|----------------|--|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Tiwari | | Dinesh | | Kumar | |
| Home Address (street/route) | | Post Office | | City | |
| 955 Lotus Trail | | | | Menasha | |
| Home Phone Number | | Age | | Date of Birth | |
| 9207504722 | | 45 | | 08/27/1977 | |
| | | | | State | |
| | | | | WI | |
| | | | | Zip Code | |
| | | | | 54952 | |
| | | | | Place of Birth | |
| | | | | Nepal | |

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.

Agent of Dale Mart LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 15 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

| | | | |
|-----------------|--------------------|---------------|----|
| Employer's Name | Employer's Address | Employed From | To |
| None | | | |
| Employer's Name | Employer's Address | Employed From | To |
| | | | |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

**DRIVER LICENSE
REGULAR**

USA
WISCONSIN



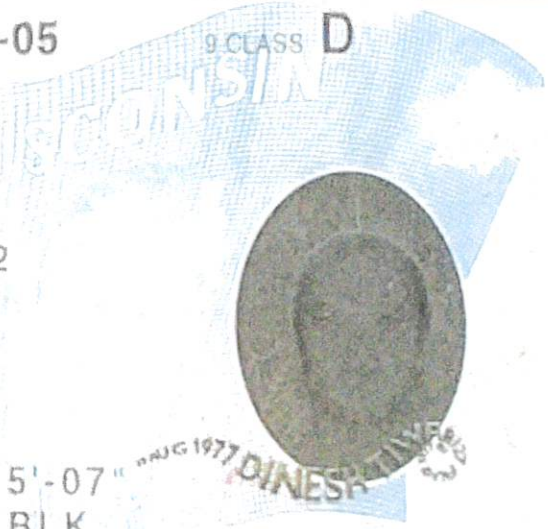
Dinesh Kumar

AUG 77

4d **T600-1717-7307-05**
1 **TIWARI**
2 **DINESH KUMAR**

8 **955 LOTUS TRL
MENASHA, WI 54952**

15 SEX **M** 16 HGT **5'-07"**
17 WGT **162 lb** 18 EYES **BLK**
19 HAIR **BLK** 4a ISS **06/17/2019**
3 DOB **08/27/1977** 4b EXP **08/27/2027**
9a END **NONE** 5 DD **OTS2L2019061708481214**



Donor
Sticker
Here

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Clayton County of Winnebago
 City

The undersigned duly authorized officer/member/manager of Dale Mart LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Kitchen Comfort
(Trade Name)

located at 8510 State Rd 76, Unit # 2, Neenah WI 54956

appoints Dinesh K Tiwari
(Name of Appointed Agent)
955 Lotus Trail, Menasha WI 54952
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?


Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 15 years

Place of residence last year 955 Lotus Trail, Menasha 54952

For: Dale Mart LLC
(Name of Corporation / Organization / Limited Liability Company)

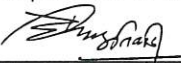
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Dinesh K Tiwari, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 05/25/2023 Agent's age 45
(Signature of Agent) (Date)

955 Lotus Trail, Menasha WI 54952 Date of birth 08/27/1977
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-224-5761
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

Item A.

Letter ID L1424477648

DALE MART LLC
 955 LOTUS TRL
 MENASHA WI 54952-8852

Wisconsin Department of Revenue Seller's Permit



Legal/real name: DALE MART LLC
Business name: KITCHEN COMFORT
 613 W MAIN ST
 # 2
 WAUTOMA WI 54982-5417



- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

| Tax Type | Account Type | Account Number |
|-----------------|-----------------|-------------------|
| Sales & Use Tax | Seller's Permit | 456-1031273745-04 |

Item A.



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1031273745-04

Legal/Real Name: DALE MART LLC

Signature _____

==

We are here to serve you

Wisconsin Department of Revenue
PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: dorbusinessstax@revenue.wi.gov

Web: www.revenue.wi.gov

Main office: 2135 Rimrock Rd., Madison

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-14-2018

Employer Identification Number:
83-0529614

Form: SS-4

Number of this notice: CP 575 A

DALE MART LLC
DALE MART
% DINESH K TIWARI SOLE MBR
955
LOTUS TRL, WI 54952

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0529614. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

| | |
|----------|------------|
| Form 940 | 01/31/2019 |
| Form 944 | 01/31/2019 |

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

Martenson & Eisele, Inc.
 Planning
 Environmental
 Surveying
 Engineering
 Architecture
 1377 Mckinstry Road
 Muskego, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

INTERIOR ALTERATION RIDGEWAY BP

8510 STATE ROAD 76 | NEENAH, WI 54956

CODE SUMMARY

2015 INTERNATIONAL BUILDING CODE (IBC), 2015 INTERNATIONAL EXISTING BUILDING CODE, 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND INTERNATIONAL ENERGY CONSERVATION CODE (IECC) WITH WISCONSIN AMENDMENTS APPLY TO THIS PROJECT IN ADDITION TO 2009 ICC / ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES.

| | |
|---|--|
| TYPE OF CONSTRUCTION (TABLE 601): | TYPE VB; COMBUSTIBLE, UNPROTECTED |
| OCCUPANCY CLASSIFICATION (302.1): | GROUP B, BUSINESS (A-2 RESTAURANT WITH LESS THAN 50 OCC.) 672 SF GROUP M, MOTOR FUEL-DISPENSING FACILITY 2,911 SF |
| ALLOWABLE HEIGHT (TABLE 504.3): | 40 FEET |
| ALLOWABLE NO. STORIES (TABLE 504.4): | 1 STORY |
| ALLOWABLE AREA (TABLE 506.2) FRONTAGE INCREASE (506.3) | 9,000 SQ. FT. NOT APPLIED |
| ACTUAL HEIGHT AND AREA: | 1 STORY; 19'-0"; 3,583 GSF |
| PROJECT AREA / AREA OF WORK: | 780 SQ. FT. |
| OCCUPANCY SEPARATION (508): | NONE. NONSEPARATED OCCUPANCIES PER 508.3 |
| FIRE PROTECTION (503.2): | NONE REQUIRED |
| FIRE RATINGS (TABLE 601) | |
| PRIMARY STRUCTURAL FRAME: | 0 HOUR |
| BEARING WALLS: | 0 HOUR |
| NON-BEARING WALLS: | 0 HOUR |
| FLOOR CONSTRUCTION: | 0 HOUR |
| ROOF CONSTRUCTION: | 0 HOUR |
| EXTERIOR WALLS (TABLE 602): | 0 HOUR (FIRE SEPARATION DISTANCE EXCEEDS 10 FT.) |

OCCUPANT LOAD (TABLE 1004.1.2)

272 SQ. FT. @ 15 NET = 19 OCCUPANTS (UNCONCENTRATED TABLES AND CHAIRS)
 400 SQ. FT. @ 200 GROSS = 2 OCCUPANTS (KITCHEN)
 1,623 SQ. FT. @ 60 GROSS = 28 OCCUPANTS (MERCANTILE)
 1,288 SQ. FT. @ 300 GROSS = 5 OCCUPANTS (STORAGE, STOCK, SHIPPING AREAS)
 BUILDING TOTAL = 54 OCCUPANTS

EGRESS WIDTH (1005.3.2): 54 OCC. x 0.2 = 10.8 IN. (160 IN. PROVIDED)

EXIT ACCESS TRAVEL (TABLE 1017.2): 200 FEET

COMMON PATH OF EGRESS TRAVEL (TABLE 1006.2.1): 75 FEET

DEAD END CORRIDOR (1020.4): 20 FEET

EMERGENCY EGRESS ILLUMINATION (1008.2.1) MIN. 1.0 Fc

SANITARY FIXTURES (TABLE 2902.1): BASED ON 54 OCCUPANTS, 50% EACH SEX
 RESTAURANT OCCUPANTS: 11M / 11F
 MERCANTILE OCCUPANTS: 17M / 17F

| FIXTURE | REQUIRED (RESTAURANT) | REQUIRED (MERCANTILE) | REQUIRED (TOTAL) | PROVIDED |
|-----------------|-----------------------|-----------------------|------------------|----------|
| MALE W/C | 0.15 | 0.03 | 0.18 | 1 |
| FEMALE W/C | 0.15 | 0.03 | 0.18 | 1 |
| MALE LAVATORY | 0.08 | 0.02 | 0.08 | 1 |
| FEMALE LAVATORY | 0.08 | 0.02 | 0.08 | 1 |
| SERVICE SINK | | | 1 | 1 |

DRINKING WATER SHALL BE MADE AVAILABLE TO ALL OCCUPANTS FREE OF CHARGE AT THE SERVICE COUNTER.

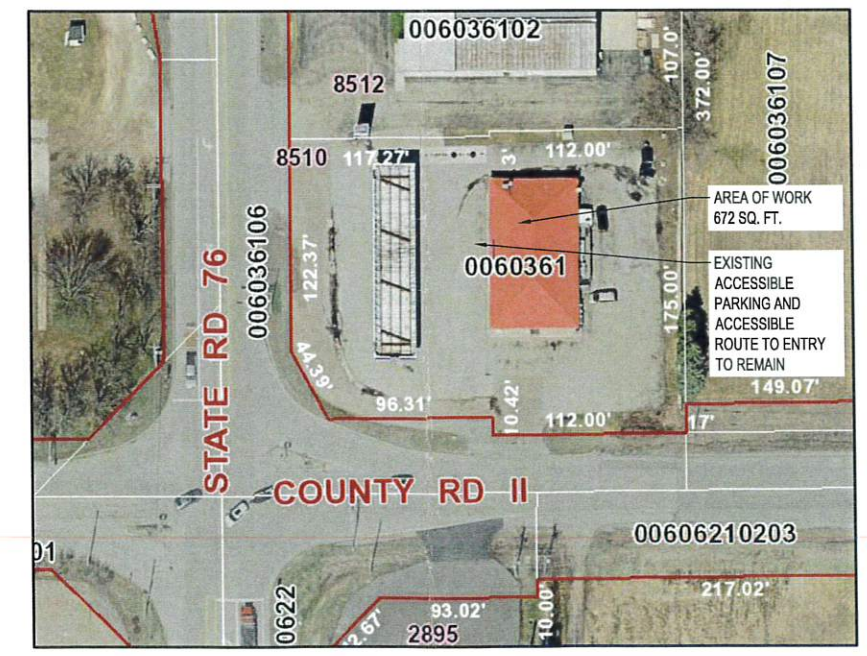
ONE SET OF CONDITIONALLY APPROVED STAMPED DRAWINGS MUST BE KEPT ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION AND MADE AVAILABLE TO STATE AND LOCAL INSPECTORS.

IF PROJECT IS NOT LOCATED IN A MUNICIPALITY WITH DSPS COMMERCIAL BUILDING INSPECTION DELEGATED AUTHORITY, THE CONTRACTOR SHALL CONTACT THE STATE BUILDING INSPECTOR FOR REQUIRED INSPECTIONS OF WORK. SEE CONDITIONAL APPROVAL LETTER FOR CONTACT INFORMATION.

GENERAL NOTES

- REFER TO ALL DRAWINGS INCLUDING ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING FOR ADDITIONAL GENERAL NOTES, ABBREVIATIONS AND SYMBOLS.
- THIS PROJECT INCORPORATES DESIGN-BUILD CONTRACTORS WHO, IF NECESSARY, WILL CONTRACT WITH OWN ENGINEER OF RECORD FOR ANY REQUIRED SUBMITTALS INCLUDING HVAC, ELECTRICAL, LIGHTING, ENERGY CALCULATIONS, EMERGENCY EGRESS LIGHTING AND EXTERIOR LIGHTING.
- ALL DRAWINGS ARE OF EQUAL IMPORTANCE IN DEFINING THE WORK OF THE CONTRACT DOCUMENTS. CONTRACTORS SHALL REVIEW ALL DRAWINGS BEFORE THE INSTALLATION OF THEIR WORK. SHOULD THERE BE A DISCREPANCY WITHIN AND BETWEEN THE DRAWINGS THAT WOULD CAUSE AN AWKWARD OR IMPROPER INSTALLATION, NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO INSTALLATION OF SAID WORK. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- DO NOT SCALE DRAWINGS. THE DRAWINGS ARE NOT NECESSARILY TO SCALE. USE GIVEN DIMENSIONS. CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO THE START OF CONSTRUCTION. IF DISCREPANCIES ARE FOUND, NOTIFY ARCHITECT FOR CLARIFICATION BEFORE COMMENCING THE WORK.
- DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- CONTRACTORS SHALL PROVIDE STIFFENERS, BRACING, BACKING PLATES AND SUPPORTING BRACKETS REQUIRED FOR THE PROPER INSTALLATION OF ALL CASEWORK AND MISCELLANEOUS EQUIPMENT WHETHER SUCH SUPPORTS ARE SHOWN OR NOT.
- GC SHALL COORDINATE MECHANICAL, PLUMBING AND ELECTRICAL FLOOR ROOF AND WALL SLEEVES AND SHAFTS WITH MECHANICAL, PLUMBING, ELECTRICAL, STRUCTURAL AND ARCHITECTURAL DRAWINGS.
- ALL INTERIOR FINISHES MUST CONFORM TO 2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS, CHAPTER 8 INTERIOR FINISHES, AND ALL OTHER APPLICABLE CODES AND ORDINANCES INCLUDING TABLE 803.11.

PROJECT LOCATION



SITE PLAN
NOT TO SCALE

SHEET INDEX

| | |
|------|---------------------------------------|
| G1.0 | COVER SHEET |
| G1.1 | GENERAL INFORMATION AND SPECIFICATION |
| A1.1 | FLOOR PLANS |

Conditionally APPROVED
 DEPT. OF SAFETY AND PROFESSIONAL SERVICES
 DIVISION OF INDUSTRY SERVICES

Chris Berry

SEE CORRESPONDENCE

Building
 LVL 2 ALT
 DIS-112257687
 CB-012300004-PRB
 1/4/2023

WISCONSIN
 CHRISTOPHER J. BAUKNECHT
 A 12119
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 11.29.2022

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| APPROVED | C.B. | REVISION |
| CHECKED | C.B. | |
| DRAWN BY | N.J.G. | DATE |
| NO. | | |
| DALE MART LLC INTERIOR ALTERATION RIDGEWAY BP 8510 STATE ROAD 76 NEENAH, WI 54956 | | |
| SCALE | DATE | |
| | 11-29-2022 | |
| PROJECT NUMBER | | |
| 1-1737-001 | | |
| COVER SHEET | | |
| DRAWING NO. | | |
| G1.0 | | |

SPECIFICATION

DIVISION 00 PROCUREMENT AND CONTRACTING

00 20 00 GENERAL CONDITIONS

A. THE GENERAL CONDITIONS AND LATEST EDITION IS A PART OF THESE DOCUMENTS. COPIES ARE ON FILE AT THE OFFICE OF MARTENSON & EISELE, INC.

DIVISION 01 GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK

A. THE PLANS AND SPECIFICATIONS ARE INTENDED TO GIVE A DESCRIPTION OF THE WORK. NO DEVIATION FROM THE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF MARTENSON & EISELE, INC. THE CONTRACTOR IS TO CLARIFY ANY DISCREPANCIES WITH MARTENSON & EISELE, INC. PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY EXISTING CONDITIONS AND ACCESS TO THE WORK AREA.
 B. REFERENCES TO "GENERAL CONTRACTOR" OR "YOU" IN THE CONTRACT DOCUMENTS ARE INTENDED TO REPRESENT THE CONTRACTOR RESPONSIBLE FOR OVERALL CONSTRUCTION AND COORDINATION OF THE WORK. THE "YOU" SHOULD BE A GENERAL CONTRACTOR, CONTRACTOR MANAGER OR ANY OTHER CONTRACTOR RESPONSIBLE FOR THE OVERALL PROJECT. IT IS THE RESPONSIBILITY OF THE GC TO ASSURE RESPONSIBILITY FOR ALL WORK.

01 26 13 PRODUCT SUBSTITUTION PROCEDURES

A. REFERENCE TO MATERIALS OR SYSTEMS HEREIN BY NAME, MAKE OR CATALOG NUMBER IS INTENDED TO ESTABLISH A QUALITY STANDARD, AND NOT TO LIMIT COMPETITION. THE WORDS "OR APPROVED EQUIVALENT" ARE INCLUDED FOLLOWING EACH BRAND NAME/MODEL NUMBER UNLESS STATED OTHERWISE. "OR APPROVED EQUIVALENT" MATERIALS SHALL BE APPROVED BY MARTENSON & EISELE, INC. PRIOR TO BEING ACCEPTED AND ACCEPTANCE FOR USE PROVIDES LETTER FROM THE MANUFACTURER CONFIRMING THAT THE PRODUCT MEETS OR EXCEEDS THE SPECIFIED PRODUCT.

01 51 00 PROJECT MANAGEMENT AND COORDINATION

A. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR AND SHALL HAVE CONTROL OF CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCING, AND SCHEDULING AND PROCEDURES USED TO COMPLETE THE WORK.
 B. THE CONTRACTOR SHALL MAINTAIN ACCESS, INCLUDING TOOLS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK. PERMITS SHALL BE OBTAINED AND PAID FOR BY THE RESPECTIVE CONTRACTOR, INCLUDING TEMPORARY OCCUPANCY PERMITS IF REQUIRED.
 C. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.
 D. ALL REQUEST FOR INFORMATION (RFI) SHALL BE MADE THROUGH THE GENERAL CONTRACTOR. THE CONTRACTOR MANAGER FOR LOGGING AND TIMBERING OPERATIONS SHALL BE SUBMITTED TO THE MARTENSON & EISELE PROJECT MANAGER. RFIs SHALL BE SUBMITTED ON AN ARCHITECT APPROVED FORM, NUMBER, SOURCE AND INCLUDE THE FOLLOWING INFORMATION:
 1. PROJECT NAME
 2. PROJECT NUMBER
 3. SHEET NUMBER(S) REFERENCED
 4. ALL REQUEST FOR INFORMATION (RFI) SHALL BE MADE THROUGH THE GENERAL CONTRACTOR. THE CONTRACTOR MANAGER FOR LOGGING AND TIMBERING OPERATIONS SHALL BE SUBMITTED TO THE MARTENSON & EISELE PROJECT MANAGER. RFIs SHALL BE SUBMITTED ON AN ARCHITECT APPROVED FORM, NUMBER, SOURCE AND INCLUDE THE FOLLOWING INFORMATION:
 1. PROJECT NAME
 2. PROJECT NUMBER
 3. SHEET NUMBER(S) REFERENCED
 4. POTENTIAL SCHEDULE IMPACTS
 5. POTENTIAL COST IMPACTS OF ANY SUGGESTED ALTERNATES FROM THE CONSTRUCTION DOCUMENTS

01 52 00 SCHEDULING OF WORK

A. THE CONTRACTOR SHALL OBTAIN THE OWNER'S APPROVAL OF THE CONSTRUCTION SCHEDULE PRIOR TO BEGINNING WORK.

01 50 00 QUALITY REQUIREMENTS

A. IN AS MUCH AS THE SPECIFICATIONS ARE BRIEF, THE CONTRACTOR SHALL PROVIDE WORKMANSHIP THAT IS NEAR, EQUAL TO, AND OF THE BEST QUALITY WITH THE BEST POSSIBLE APPEARANCE AND UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.

01 41 00 REGULATORY REQUIREMENTS

A. ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, ORDINANCES AND REGULATIONS, INCLUDING THE REQUIREMENTS OF THE INSURANCE ACT (I.A.C.) SHALL BE MAINTAINED AND COMPLIED WITH BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.

01 45 00 QUALITY CONTROL

A. NOTIFY ARCHITECT ONE WEEK IN ADVANCE TO SCHEDULE FINAL COMPLIANCE WALKTHRU PRIOR TO THIS WALKTHRU. PROVIDE THE ARCHITECT WITH ALL COMPONENT SUBMITTALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.

01 62 00 CONSTRUCTION FACILITIES

A. THE CONTRACTOR SHALL FURNISH TEMPORARY OFFICE, TOILET FACILITIES, WORKSHOP TELEPHONE, ELECTRICITY, HEAT, WATER AND FIRE EXTINGUISHERS AS REQUIRED FOR COMPLETION OF THE WORK UNLESS THE OWNER HAS AGREED IN WRITING TO FURNISH OR WAIVE ANY OF THE ABOVE ITEMS.

01 55 00 TEMPORARY CONSTRUCTION

A. THE CONTRACTOR SHALL FURNISH TEMPORARY BRACING OF ALL BUILDING ELEMENTS DURING CONSTRUCTION. TEMPORARY BRACING SYSTEMS SHALL BE DESIGNED TO WITHSTAND CODE DESIGN LOADS. CONTRACTOR SHALL RETAIN SERVICES OF A PROFESSIONAL ENGINEER TO DESIGN AND SUPERSEDE BRACING INSTALLATION IF THEY DO NOT HAVE THE EXPERTISE REQUIRED.

01 71 00 FIELD ENGINEERING

A. THE CONTRACTOR SHALL PROVIDE ALL LAYOUT AS REQUIRED, COMPETENT ON SITE SUPERVISION, AND BROOM CLEANING OF CONSTRUCTION SITE INCLUDING DUMPSTERS FOR REFUSE DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY ON SITE AND PROTECTION OF SITE PER LOCAL, STATE AND FEDERAL REQUIREMENTS.

01 78 00 CLOSEOUT SUBMITTALS

A. THE CONTRACTOR SHALL FURNISH 1/8" DIA. DRAWING REFLECTING ALL CHANGES DURING CONSTRUCTION. PROVIDE TWO (2) COPIES OF OPERATING AND MAINTENANCE MANUALS TO OWNER FOR ALL FURNISHED EQUIPMENT.

01 78 36 WARRANTIES

A. THE CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION OF THE PROJECT. FURNISH MANUFACTURER'S WRITTEN WARRANTIES FOR SPECIFIED EQUIPMENT AT OWNERS RISK AND AT OWNERS RISK.

DIVISION 02 EXISTING CONDITIONS

02 41 13 SELECTIVE STRUCTURAL DEMOLITION

A. CONTRACT DEMOLITION AND DEMURS OPERATIONS TO MAINTAIN MINIMUM INTERFERENCES WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
 B. IF IT IS UNKNOWN WHETHER DEMOLITION MATERIALS WILL BE HAZARDOUS, DO NOT DISTURB, IMMEDIATELY NOTIFY ARCHITECT AND OWNER.
 C. DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS SHOWN ON THE DEMOLITION PLAN. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNMENT REGULATIONS.
 D. EXCEPT FOR ITEMS ON DEMURS INDICATED TO BE REUSED, SALVAGED, RECYCLED OR TO REMAIN OWNER PROPERTY, REMOVE DEVELOPED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN AN EPA-APPROVED LANDFILL.

DIVISION 6 WOOD, PLASTICS AND COMPOSITES

06 10 00 ROUGH CARPENTRY

A. LUMBER SHALL BE GRADED AND STAMPED WITH MINIMUM STRUCTURAL DESIGN VALUES AS LISTED BELOW.
 1. ALL SOLID FIR - 2400 FIB. 55 PER F.V., 1800 KSI (E) BEAMS, LINTELS & HEADERS, UNLESS NOTED.
 2. ALL SOLID SPRUCE, PINE OR FIR - 1,600 FIB. 55 PER F.V., 1800 KSI (E) ALL STUDS & PLATES, UNLESS NOTED.
 3. ALL LVL - 1,900 KSI (E) OR MICRO-LAM (E), 1,800 KSI (E) - 2400 PER F.V. 55 PER F.V. (OR AS NOTED ON THE PLANS).
 B. MISCELLANEOUS LUMBER: PROVIDE NO. 3 OR STANDARD GRADE LUMBER OR ANY SPECIES FOR SUPPORT OR ATTACHMENT OF OTHER CONSTRUCTION, INCLUDING ROOFING EQUIPMENT CURBS AND SUPPORT BASES, GUY STRIPS, BUCKS, WALKERS, BLOCKS, AND SIMILAR MEMBERS.
 C. PROTECTION AGAINST DECAY WITH PRESERVATIVE-TREATED WOOD SHALL BE PROVIDED IN THE FOLLOWING AREAS:
 1. ALL WOOD BELL PLATES, FRAMING, AND FURNISHING STRIPS ATTACHED TO EXTERIOR BELOW GRADE.
 2. ALL WOOD PLATES, BLOCKING, FRAMING AND FURNISHING STRIPS ATTACHED TO EXTERIOR, SMALL-DIAMETER MASONRY WALLS.
 3. ALL WOOD CAP FLASHING BLOCKING ATTACHED TO MASONRY OR CONCRETE PARAPETS.
 4. ALL WOOD BUSHINGS AND BUSH PLATES ON CONCRETE BASES IN DIRECT CONTACT WITH EARTH.
 D. CORROSION: WOOD BUSH PLATES ON CONCRETE BASES SEPARATED FROM DIRECT CONTACT TO THE EARTH WITH A 10 MIL POLYETHYLENE VAPOR RETARDANT WILL NOT REQUIRE PRESERVATIVE TREATMENT.
 E. ALL WOOD IN CONTACT WITH GROUND OR EXPOSED TO WEATHER, TREATED WOOD FINISHES FOR FASTER AND HARDWARE IN CONTACT WITH PRESERVATIVE-TREATED WOOD ARE BASED ON THE FOLLOWING RECOMMENDATIONS:
 1. ALL INTERIOR TREATED WOOD SHALL USE AN ACO, A-CO, A-CO2 (CARBOBORATE), OR A-C3 TREATMENT WITH RETENTION LEVELS LESS THAN OR EQUAL TO 0.40 PCF, 0.40 PCF, 0.41 PCF, AND 0.42 PCF, RESPECTIVELY.
 2. ALL CONNECTION HARDWARE AND FASTENERS IN DIRECT CONTACT WITH INTERIOR TREATED WOOD SHALL BE HOT-DIP GALVANIZED OR WAREHOUSE GALVANIZED OR STAINLESS STEEL.
 3. ALL CONNECTION HARDWARE AND FASTENERS IN DIRECT CONTACT WITH EXPOSED EXTERIOR TREATED WOOD OR UNFINISHED TREATMENT SHALL BE STAINLESS STEEL.
 4. USE TAPCON CLASBARS+ FASTENERS TO CONNECT ACO-TREATED WOOD BLOCKING TO MASONRY OR CONCRETE.
 E. SHOP BRANISHES FOR PRESERVATIVE-TREATED WOOD, HARDWARE, AND FASTENERS:
 1. THE CONTRACTOR SHALL PROVIDE PROTECTIVE COATINGS FOR ALL PRESERVATIVE-TREATED WOOD TYPES, EQUIVALENT TO THAT OF THE TREATING COMPANY. THE PRESERVATIVE USED, THE LEVEL OF TREATMENT (G, H, G2, H, G2, H, G2), THE METHOD OF TREATMENT (VACUUM, PRESSURE, AND CONTACT), ETC., SHALL BE REFERENCED TO THE APPROPRIATE SWA BUREAU.
 2. THE CONTRACTOR SHALL FURNISH MATERIAL DATA SHEETS FOR HARDWARE AND FASTENERS IN CONTACT WITH PRESERVATIVE-TREATED WOOD.

06 20 18 EXTERIOR FINISH CARPENTRY

A. METAL EXTERIOR FINISH CARPENTRY LEVEL, PLUMB, TRUE, AND ALIGNED WITH ADJACENT MATERIALS.
 B. SQUARE AND CUT EXTERIOR FINISH CARPENTRY TO FIT ADJACENT WORK. REFRESH AND REAL CUTS AS RECOMMENDED BY MANUFACTURER.
 C. METAL TRIM WITH MINIMUM NUMBER OF JOINTS PRACTICAL, USING FULL LENGTH PIECES FROM MAXIMUM LENGTH OF LUMBER AVAILABLE.
 D. INSTALL EXTERIOR FINISH CARPENTRY TO COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 E. SEE PLANS FOR SIDING, TRIM, CASING, SOFFIT, ETC. MATERIAL TYPE AND LOCATION.

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 21 00 INSULATION

A. ALL INSULATION MATERIALS AND INSTALLATION SHALL COMPLY WITH LOCAL AND STATE CODES.
 B. FIBERGLASS INSULATION:
 1. MANUFACTURER'S CERTIFIED OR OWNER'S DESIGN.
 2. FIBERGLASS BATT OR ROLL COMING WITH 5% OZONE AND NON-COMBUSTIBLE FIBER BATH.
 3. THICKNESS OR R VALUE AS INDICATED ON PLANS. IF THICKNESS IS NOT SHOWN ON PLAN, THICKNESS IS TO THE DEPTH OF THE R-VAL OR R-VALUE SYSTEM.
 C. VAPOR RETARDER:
 1. WALL:
 a. MANUFACTURER'S CERTIFIED MEMBRANE.
 b. MEMBRANE VAPOR RETARDER INSTALLED ON WARM SIDE NORMALLY INSIDE FACE OF THE INSULATION, AND PERM 1.0 PER ASTM E-90.
 D. DOWN IN FLOOR GLASS INSULATION:
 1. MANUFACTURER'S CERTIFIED "WALKSAFE" SIP.
 2. THICKNESS AS INDICATED ON PLANS.
 E. DOWN IN WALL INSULATION:
 1. MANUFACTURER'S CERTIFIED "OPTIMA"
 F. ADDITIONAL WALL INSULATION:
 1. MANUFACTURER'S CERTIFIED
 2. WOOD FRAMED WALLS: NOISE REDUCER SOUND CONTROL BATT.
 3. METAL FRAMED WALLS: SOUND CONTROL BATT WITH ATTENTION BATT.
 4. CUT-OUT SOUND CONTROL SOUND CONTROL BATT.

07 82 00 SEALANTS

A. GENERAL: IT IS THE INTENTION OF THIS SPECIFICATION THAT ALL JOINTS ARE TO RECEIVE QUALITY SEALANT. SEALANT SHALL BE APPLIED IN ALL LOCATIONS INDICATED ACCORDING TO THE MANUFACTURER'S WRITTEN INSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, JOINT WITH SURFACE PREPARATION, PRIMERS, APPLICATION TEMPERATURE, AND MATERIAL STORAGE. SEALANT IS TO BE APPLIED AFTER FINISH OPERATIONS ARE COMPLETE UNLESS OTHERWISE NOTED IN THE MANUFACTURER'S INSTRUCTIONS. APPROPRIATE SIZED BRUSHES AND BOND BREAKER IS REQUIRED AT ALL JOINTS.
 B. EXTERIOR:
 1. SEAL PERIMETER OF ALL WINDOWS, DOORS, LOUVERS, VENT OPENINGS, AND ANY LOCATION WHERE DIFFERENT MATERIALS MEET, WITH SEALANT TYPES E-1.
 2. SEAL JOINTS AT ROOF EAVES, BAYS, AND SOFFITS, FOR A WATER-TIGHT CONNECTION WITH SEALANT TYPE E-2.
 3. SEAL THRESHOLDS TO SUBSTRATE WITH SEALANT TYPE E-3.
 4. SEAL ALL CORNER JOINTS, JOINTS IN PRECAST CONCRETE PANELS, AND JOINTS BETWEEN PRECAST COMPONENTS AND MASONRY OR OTHER PRECAST CONCRETE.
 5. SEAL BASE CHANNELS FOR INSULATED METAL PANELS WITH SEALANT TYPE E-7.
 6. SEAL PANEL TO PANEL JOINTS IN INSULATED METAL PANELS WITH SEALANT TYPE E-7.
 7. SEAL JOINTS IN INSULATED METAL PANELS WHERE INDICATED WITH SEALANT TYPE E-8.
 C. INTERIOR:
 1. SEAL ALL CORNER JOINTS, JOINTS IN PRECAST CONCRETE PANELS, AND JOINTS BETWEEN PRECAST COMPONENTS AND MASONRY OR OTHER PRECAST CONCRETE.
 2. SEAL JOINTS IN EXPOSED CONCRETE SLABS WITH SEALANT TYPE E-4.
 3. SEAL JOINTS BETWEEN TOP OF CONCRETE CURBS AND INSULATED METAL PANELS WITH SEALANT TYPE E-8.
 4. SEAL JOINTS IN COOLERS AND FREEZER FLOORS WITH SEALANT E-11.
 5. SEAL JOINTS AT ALL LOCATIONS INDICATED TO RECEIVE "TRANSFORM" FINISH IN FLOOR PROCESSING FACILITIES, FOOD PREPARATION, AND FOOD STORAGE AREAS WITH SEALANT TYPE E-16.
 6. SEAL COUNTERTOP, BACKSPLASH, PERIMETERS OF PLUMBING FIXTURES WITH SEALANT TYPE E-14.
 7. SEAL UNDER BASE TRIM FOR DRINK/WATER PARTITIONS, INTERIOR DOOR AND WINDOW FINISHES, AND WALL ANGLES AT SUBROOF CURBS WITH SEALANT TYPE A-4.
 D. SEALANT SCHEDULE (SIMILAR PRODUCTS BY OTHER MANUFACTURERS MAY BE SUBSTITUTED FOR APPROVAL):
 E-1: TREMCO "DYMING" ONE PART HIGH PERFORMANCE POLYURETHANE SEALANT.
 E-2: TREMCO "WUTTER SEAL" SYNTHETIC RUBBER AND RESIN SEALANT.
 E-3: TREMCO "KLEEM 110" ONE PART LOW MODULUS POLYURETHANE SEALANT.
 E-4: TREMCO "KLEEM 110" ONE PART LOW MODULUS POLYURETHANE SEALANT.
 E-5: TREMCO "KLEEM 110" ONE PART LOW MODULUS POLYURETHANE SEALANT.
 E-6: TREMCO "KLEEM 110" ONE PART LOW MODULUS POLYURETHANE SEALANT.
 E-7: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-8: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-9: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-10: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-11: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-12: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-13: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-14: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-15: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.
 E-16: TREMCO "DYMING" ONE PART, HIGH PERFORMANCE, LOW MODULUS, POLYURETHANE SEALANT.

DIVISION 08 OPENINGS

08 11 13 HOLLOW METAL DOORS AND FRAMES

A. HOLLOW METAL FRAMES: COMPLY WITH ASTM A601.
 1. SET FRAMES ACCURATELY IN POSITION, PLUMBED, ALIGNED, AND BRACED SECURELY UNTIL PERMANENT ANCHORS ARE SET. AFTER FINAL CONNECTIONS IN PLACE, REMOVE TEMPORARY BRACES, LEAVING SURFACES SMOOTH AND UNDAUNTED.
 2. AT PERI-PROTECTION PARTS OPENINGS, INSTALL FRAMES ACCORDING TO NFPA 10A.
 B. HOLLOW METAL DOORS: FIT HOLLOW METAL DOORS ACCORDING TO NFPA 10A.
 1. FIRE-RATED DOORS: INSTALL DOORS WITH GLASSING ACCORDING TO NFPA 10A.
 2. SMOKE-CONTROL DOORS: INSTALL DOORS ACCORDING TO NFPA 10A.
 C. SEE PLAN FOR PRODUCT SPECIFICATION AND LOCATION. FURNISH AND INSTALL ALL DOORS AND FRAMES AS INDICATED ON THE PLANS.

08 14 18 FLUSH WOOD DOORS

A. INSTALL DOORS TO COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND THE APPLICABLE QUALITY STANDARDS, AND AS INDICATED.
 1. INSTALL FIRE-RATED DOORS IN CORRESPONDING FIRE-RATED PARTS ACCORDING TO NFPA 10A.
 B. ALIGN FRAMES FOR UNIFORM CLEARANCES AT EACH EDGE.
 C. SEE PLAN FOR PRODUCT SPECIFICATION AND LOCATION. FURNISH AND INSTALL ALL DOORS AS INDICATED ON THE PLANS.

08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

A. INSTALLATION:
 1. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 2. DO NOT USE HARDWARE FROM OTHER MANUFACTURERS UNLESS OTHERWISE INDICATED.
 3. FIT JOINTS TO PRODUCE SQUARE JOINTS FREE OF BURRS AND DISTORTION.
 4. BUSHINGS SHOULD BE USED TO PROTECT THE GLASS FROM THE SYSTEM TO BE SET.
 5. INSTALL ANCHORS WITH INSULATION AND ISOLATORS TO PREVENT METAL CORROSION AND ELECTROLYTIC DEGRADATION.
 6. SEAL JOINTS THOROUGHLY UNLESS OTHERWISE INDICATED.
 B. SEALS: SEALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. SEALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 C. INITIAL COMPONENTS: PLUMBS AND TRUES IN ALIGNMENT WITH ESTABLISHED LINES AND SQUARE, AND WITHOUT WARP OR DRIFT.
 D. SEALS: SEALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 E. SEE PLAN FOR PRODUCT SPECIFICATION AND LOCATION. FURNISH AND INSTALL ALL ENTRANCES AND STOREFRONTS AS INDICATED ON THE PLANS.

08 71 00 HARDWARE

A. REQUIREMENTS:
 1. ALL LOCKERS SHALL BE LEVER TYPE AS REQUIRED TO MEET REQUIREMENTS OF A.D.A.
 2. ALL OTHER HARDWARE SHALL CONFORM TO THE REQUIREMENTS OF A.D.A.
 3. ALL EXISTING DOORS SHALL BE EQUIPPED WITH LEVER TYPE OR PANO TYPE BUT HARDWARE - OBTAINABLE FROM THE INSIDE WITHOUT THE USE OF A LATCH KEY OR KEYS.
 4. CONTRACTOR TO COORDINATE KEYS WITH OWNER.
 5. INSTALL EACH DOOR HARDWARE ITEM TO COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 6. THIRD-PARTY SET THRESHOLDS FOR EXTERIOR AND ACCIDENTAL DOORS IN FULL BED OF SEALS.
 7. ADJUSTMENT: ADJUST AND CHECK EACH OPERATING ITEM OF DOOR HARDWARE AND EACH LOCK TO INSURE PROPER OPERATION IN FUNCTION OF ENTRY UNIT. REPLACE ITEMS THAT CANNOT BE ADJUSTED TO OPERATE AS INTENDED. ADJUST DOOR CONTROL DEVICES TO COMPENSATE FOR FINAL OPERATION OF HINGING AND VENTILATING EQUIPMENT AND TO COMPLY WITH RELEVANT ACCESSIBILITY REQUIREMENTS.
 8. SEE PLAN FOR PRODUCT SPECIFICATION AND LOCATION. FURNISH AND INSTALL ALL HARDWARE AS INDICATED ON THE PLANS.

08 80 00 GLAZING

A. COMPLY WITH COMBINED WRITTEN INSTRUCTIONS OF MANUFACTURERS OF GLASS, SEALANTS, GASKETS, AND OTHER GLAZING MATERIALS. UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED, INCLUDING THOSE REFERENCED IN THE SPECIFICATIONS.
 B. PROTECT GLASS FROM DAMAGE DURING HANDLING AND INSTALLATION. REMOVE DAMAGED GLASS FROM PROJECT SITE IMMEDIATELY. REMOVE AND REPLACE GLASS WITH GLASS WITH EDGE DAMAGE OR OTHER IMPERFECTIONS THAT, WHEN INSTALLED, COULD WEAKEN GLASS AND IMPAIR PERFORMANCE AND APPEARANCE.
 C. SAFETY GLASS IN ALL GLAZING AS LISTED BELOW UNLESS NOTED OTHERWISE:
 1. WHERE REQUIRED BY FEDERAL, STATE AND LOCAL CODES.
 2. SAFETY GLASS REQUIREMENTS:
 a. SAFETY GLASS SHALL BE, BUT NOT LIMITED TO:
 i. TEMPERED GLASS
 ii. LAMINATED GLASS
 b. SAFETY GLAZING UNITS WHICH MEET THE TEST REQUIREMENTS OF ASTM E-888, AND WHICH ARE CONSTRUCTED, TREATED, OR COMBINED WITH OTHER MATERIALS SO AS TO MINIMIZE THE LIKELIHOOD OF CUTTING AND PERCUTING INJURIES RESULTING FROM IMPACT WITH THE GLAZING MATERIAL.
 3. ALL SAFETY GLAZING MATERIAL SHALL BE LABELED PER LOCAL, STATE, AND FEDERAL REQUIREMENTS.
 4. SEE PLAN FOR PRODUCT SPECIFICATION AND LOCATION. FURNISH AND INSTALL THE GLAZING AS INDICATED ON THE PLANS.

DIVISION 09 FINISHES

09 01 00 FINISHES

A. REQUIREMENTS:
 1. PROVIDE AND INSTALL ALL FINISHES AS INDICATED ON PLANS.
 2. INSTALL ALL MATERIALS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
 3. TEST INSTALLER INSPECT SURFACE AND PREPARE AS PER MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF PRODUCT.
 4. ALL FINISHES TO MEET ALL CODE REQUIREMENTS AND REGULATIONS INCLUDING FLAME SPREAD AND SMOKE DEVELOPMENT.
 B. EXTRA MATERIAL:
 1. PROVIDE NEW, EXTRA MATERIAL OF EACH FINISH TYPE AND COLOR TO BE TURNING OVER TO OWNER AT 100% COMPLETION FOR THE FOLLOWING REASONS:
 a. PATCH PROBLEMS 1 GALLON FOR FIELD COLORS AND 1 QUART FOR ACCENT COLORS APPLIED.
 b. RESIDENT FLOOR TILE: PROVIDE 1 BOX FOR EVERY 50 BOXES OR FRACTION THEREOF INSTALLED.
 c. ACCIDENTAL GEL AND TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 1 BOX.
 d. WOOD FLOORING: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 40 S.F.
 e. LAMINATE FLOORING: CERAMIC, QUARRY AND PORCELAIN TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 80 S.F.
 f. BROWN TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 10 S.F.
 g. BROWN TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 10 S.F.
 h. WALL COVERING MATERIAL: PROVIDE FULL-SIZE UNITS EQUAL TO 10 PERCENT INSTALLED.
 i. TILE CARPET: PROVIDE FULL-SIZE UNITS EQUAL TO 6 PERCENT OF THE AMOUNT INSTALLED, BUT NOT LESS THAN 10 S.F.
 j. CERAMIC, QUARRY AND PORCELAIN TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 80 S.F.
 C. TILE CARPET: PROVIDE FULL-SIZE UNITS EQUAL TO 6 PERCENT OF THE AMOUNT INSTALLED, BUT NOT LESS THAN 10 S.F.
 D. CERAMIC, QUARRY AND PORCELAIN TILE: PROVIDE FULL-SIZE UNITS EQUAL TO 2% OF QUANTITY INSTALLED, BUT NOT LESS THAN 80 S.F.

09 23 00 GYPSUM BOARD (GYP)

A. GYP SHALL BE INSTALLED PER THE LATEST EDITION OF "RECOMMENDED SPECIFICATIONS FOR THE APPLICATION AND FINISHING OF GYPSUM BOARD" (A-216) AS PUBLISHED BY THE GYPSUM ASSOCIATION AND THE "GYPSUM CONSTRUCTION HANDBOOK" AS PUBLISHED BY THE GYPSUM ASSOCIATION.
 1. PROVIDE CONTROL JOINTS PER THESE REQUIREMENTS.
 2. COMPLY WITH ALL CODES AND REGULATIONS INCLUDING FLAME SPREAD AND SMOKE DEVELOPMENT.
 C. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, MANUFACTURER'S OFFERING PRODUCTS THAT MAY BE INCORPORATED INTO THIS, BUT ARE NOT LIMITED TO THE FOLLOWING:
 1. AMERICAN GYPSUM CO.
 2. BFI AMERICAN INC.
 3. US GYPSUM
 4. LAFARGE NORTH AMERICA, INC.
 5. NATIONAL GYPSUM COMPANY
 6. USG CORPORATION
 D. AT ALL TOILET ROOMS, LOCKERS ROOMS, COOLER/FREEZER ROOMS, UNDER FLOOR PANELS OR OTHER DAMP/LEAK CONDITIONS PROVIDE:
 1. MOLD TOUGH GYPSUM BY USG CORPORATION OR EQUAL.
 E. UNDER CERAMIC AND PORCELAIN TILE IN TOILET ROOMS, LOCKER ROOMS OR OTHER DAMP/LEAK CONDITIONS PROVIDE:
 1. FIBERGLASS REINFORCED GYPSUM BOARD BY USG CORPORATION OR EQUAL.
 F. UNDER CERAMIC AND PORCELAIN TILE IN SHOWERS, TUBS, KITCHENS WITH BOWNS AREAS OR OTHER HIGH MOISTURE AREAS PROVIDE:
 1. DRYWALL FIBERGLASS REINFORCED GYPSUM BOARD BY THE LATEST EDITION OF "RECOMMENDED LEVELS OF GYPSUM BOARD FINISH" (A-216) AS PUBLISHED BY THE GYPSUM ASSOCIATION AND DECORATIVE CONTROLS OF AMERICA, GYPSUM ASSOCIATION AND CERRA, PROVIDE A LEVEL 1 FINISH AT ALL CONCEALED AND ABOVE CEILING AREAS AND A LEVEL 1 FINISH ON ALL EXPOSED BELOW CEILING AREAS OR AS NOTED ON PLANS.
 H. LEVELS OF FINISH:
 1. LEVEL 0 - NO TAPING, FINISHING OR ACCESSORIES REQUIRED.
 2. LEVEL 1 - JOINTS AND INTERIOR ANGLES HAVE TAPE SET IN JOINT COMPOUND; SURFACE IS FREE OF EXCESS JOINT COMPOUND; TOOL MARKS AND RIDGES ARE ACCEPTABLE; TAPE AND FASTENERS ARE NOT COVERED WITH JOINT COMPOUND.
 3. LEVEL 2 - JOINTS AND INTERIOR ANGLES HAVE TAPE SET IN JOINT COMPOUND AND HAVE A THIN COAT OF JOINT COMPOUND OVER JOINTS AND INTERIOR ANGLES; FASTENERS HEADS AND ACCESSORIES ARE COVERED WITH JOINT COMPOUND; SURFACE IS FREE OF EXCESS JOINT COMPOUND; TOOL MARKS AND RIDGES ARE ACCEPTABLE.
 4. LEVEL 3 - JOINTS AND INTERIOR ANGLES HAVE TAPE SET IN JOINT COMPOUND AND ONE COAT OF JOINT COMPOUND OVER JOINTS AND INTERIOR ANGLES; FASTENERS HEADS AND ACCESSORIES COVERED WITH TWO COATS OF JOINT COMPOUND; NO TOOL MARKS OR RIDGES.
 5. LEVEL 4 - JOINTS AND INTERIOR ANGLES HAVE TAPE SET IN JOINT COMPOUND AND TWO COATS OF JOINT COMPOUND OVER JOINTS AND INTERIOR ANGLES; FASTENERS HEADS AND ACCESSORIES ARE COVERED WITH THREE (3) COATS OF JOINT COMPOUND; NO TOOL MARKS OR RIDGES ON THIS SURFACE.
 6. LEVEL 5 - IN ADDITION TO THE REQUIREMENTS OF LEVEL 4, A THIN BRN COAT OF JOINT COMPOUND ON EQUAL SHALL BE APPLIED TO THE ENTIRE SURFACE NO TOOL MARKS OR RIDGES ON THIS SURFACE.

DIVISION 22 PLUMBING

22 05 00 PLUMBING WORK (DESIGN BY OTHERS)

A. REQUIREMENTS:
 1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH STATE AND LOCAL CODES.
 2. SEPARATE PLANS SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL AS THE PLUMBING WORK IS NOT A PART OF THIS PLAN.
 3. ALL PENETRATIONS THROUGH RATED CONSTRUCTION SYSTEMS SHALL BE A FULL APPROVED METHOD.

DIVISION 23 HEATING AND VENTILATING AND AIR CONDITIONING

23 05 00 HEATING AND VENTILATION WORK (DESIGN BY OTHERS)

A. REQUIREMENTS:
 1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH STATE AND LOCAL CODES.
 2. SEPARATE PLANS AND CALCULATIONS SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL AS THE HEATING AND VENTILATION WORK IS NOT A PART OF THIS PLAN.
 3. ALL PENETRATIONS THROUGH RATED CONSTRUCTION SYSTEMS SHALL BE OF FULL APPROVED METHOD.

23 05 00 ELECTRICAL WORK (DESIGN BY OTHERS)

A. REQUIREMENTS:
 1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH STATE AND LOCAL CODES.
 2. SEPARATE PLANS AND CALCULATIONS SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL AS THE ELECTRICAL WORK IS NOT A PART OF THIS PLAN.
 3. ALL PENETRATIONS THROUGH RATED CONSTRUCTION SYSTEMS SHALL BE OF FULL APPROVED METHOD.

23 05 00 ELECTRICAL WORK (DESIGN BY OTHERS)

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Martenson & Eisele, Inc.
 Planning
 Environmental
 Surveying
 Engineering
 Architecture
 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

| NO. | DATE | DRAWN BY | CHECKED | APPROVED | C/S/B | |
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DALE MART LLC
INTERIOR ALTERATION
RIDGEWAY BP
 8510 STATE ROAD 76 | NEEHAH, WI 54956

| | |
|----------------|------------|
| SCALE | DATE |
| 1/4"=1'-0" | 11-29-2022 |
| PROJECT NUMBER | |
| 1-1737-001 | |

FLOOR PLANS

| |
|-------------|
| DRAWING NO. |
| A1.1 |

GENERAL DEMOLITION NOTES

CONTRACTORS SHALL PROVIDE TEMPORARY SUPPORT AND BRACING AT ALL TIMES WHEN EXPOSING EXISTING STRUCTURE OR REMOVING EXISTING STRUCTURE UNTIL PERMANENT SUPPORT AND BRACING IS IN PLACE. VERIFY ALL WALLS TO BE REMOVED IF BEARING. IF UNCERTAIN, NOTIFY ARCHITECT IMMEDIATELY.

CONTRACTOR SHALL USE CARE IN THE REMOVAL OF ITEMS; REINSTALL WHERE INDICATED IN A WORKMAN-LIKE MANNER; PATCH TO MATCH ADJACENT SURFACES AND BROOM CLEAN WORK AREA AT COMPLETION.

WHERE DEMOLITION OF ONE ITEM IMPACTS OTHER SUBCONTRACTOR(S), CONTRACTOR SHALL NOT COMMENCE WORK UNTIL ALL SUBCONTRACTOR(S) HAVE COORDINATED AND ARE IN AGREEMENT WITH THE WORK PLAN FOR THE DEMOLITION.

REFERENCE PLANS AND SPECIFICATIONS OF ALL OTHER TRADES (PLUMBING, HVAC, ELECTRICAL, ETC.) FOR ADDITIONAL DEMOLITION REQUIREMENTS.

IF UNFORSEEN CONDITIONS ARISE DURING DEMOLITION NOTIFY ARCHITECT IMMEDIATELY TO REVIEW AND PROVIDE FURTHER INSTRUCTION. DO NOT REMOVE ANY STRUCTURAL COMPONENTS NOT SHOWN ON THE DRAWINGS WITHOUT REVIEWING WITH ARCHITECT AND OBTAINING FURTHER INSTRUCTION IN WRITING. CONTRACTOR TO PHOTOGRAPH AREAS OF UNFORSEEN CONDITIONS FOR RECORDS.

IF DEMOLITION OPERATIONS CAUSE DUST OR FUMES THAT MAY AFFECT OTHERS WORKING NEARBY, CONTRACTOR SHALL PROVIDE APPROPRIATE DUST PARTITIONS, BARRICADES OR PROTECTIVE GEAR (SAFETY ON THE JOB SITE IS THE FULL RESPONSIBILITY OF THE CONTRACTOR). ANY INFERENCE WITHIN THESE DOCUMENTS OF INSTRUCTING THE CONTRACTOR ON SAFETY SHALL NOT BE CONSIDERED INSTRUCTION OR RECOMMENDATION ON BEHALF OF THE ARCHITECT TO PREVENT CONDITIONS THAT MAY AFFECT WORKERS OR VISITORS.

PRIOR TO DISPOSAL OF REMOVED ITEMS, VERIFY WITH OWNER IF ITEM IS TO BE SALVAGED OR REUSED.

DEMOLITION PLAN NOTES

- D1 REMOVE AND DISPOSE OF EXISTING STUD WALL SHOWN DASHED (FULL HEIGHT). PATCH AS REQUIRED AT INTERSECTION WITH EXISTING CONSTRUCTION TO REMAIN INCLUDING WALLS, FLOOR AND CEILING.
- D2 REMOVE EXISTING ALUMINUM FRAMED WINDOW SHOWN DASHED. PREP OPENING TO RECEIVE NEW DOUBLE-THROUGH SERVICE WINDOW.
- D3 IT SHALL BE CONTRACTOR'S OPTION TO SALVAGE PORTION OF THIS EXISTING WALL TO REMAIN, OR DEMOLISH AND RECONSTRUCT IN THIS LOCATION.
- D4 REMOVE EXISTING BASE CABINETS AND COUNTERTOP SHOWN DASHED. PROTECT FROM DAMAGE AND TURN OVER TO OWNER.

GENERAL CONSTRUCTION NOTES

THESE DOCUMENTS ARE BASED UPON THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. HOWEVER, COMPLETE ACCURACY IS NOT GUARANTEED OR IMPLIED. ALL EXISTING DIMENSIONS AND CONDITIONS ARE TO BE VERIFIED BY CONTRACTOR BEFORE BEGINNING WORK AND PRIOR TO FABRICATION OR ORDERING OF ANY COMPONENTS OR EQUIPMENT. IF DISCREPANCIES ARE FOUND BETWEEN THESE DOCUMENTS AND REAL-WORLD CONDITIONS, NOTIFY THE ARCHITECT IMMEDIATELY FOR INSTRUCTIONS AND CLARIFICATION.

INTERIOR WALLS ARE DIMENSIONED STUD TO STUD UNLESS NOTED OTHERWISE.

FURNITURE SHOWN ON PLAN IS FOR INFORMATIONAL PURPOSES ONLY. FINAL SELECTION OF RACKS, SHELVES, TABLES, SEATING, ETC. TO BE COMPLETED BY OWNER/FURNITURE SUPPLIER.

DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR NOTES SHALL DETERMINE. IF THERE ARE MISSING DIMENSIONS OR DISCREPANCIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE ARCHITECT PRIOR TO FABRICATION OR CONSTRUCTION.

PROVIDE BACKING/BLOCKING AS REQUIRED FOR OWNER'S EQUIPMENT AS REQUIRED. COORDINATE LOCATION WITH OWNER.

NEW WORK PLAN NOTES

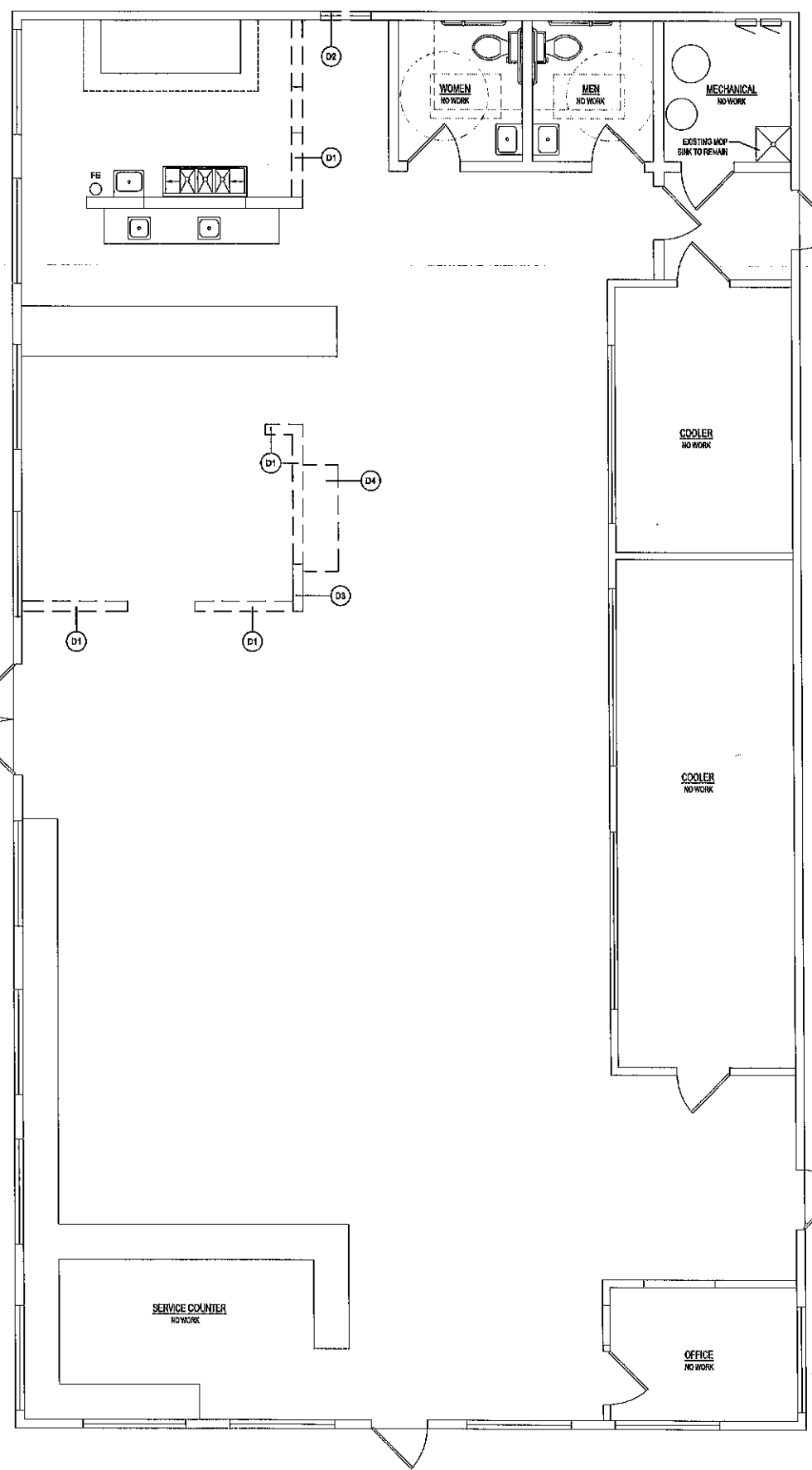
- 1 NEW WOOD-FRAMED WALL, 2x4 STUDS @ 16" O.C. WITH 5/8" GYP. BD. EACH SIDE. EXTEND WALL TO UNDERSIDE OF EXISTING CEILING.
- 2 NEW WOOD-FRAMED WALL, THICKNESS TO MATCH EXISTING ADJACENT. FINISH WITH 5/8" GYP. BD. EACH SIDE. EXTEND WALL TO UNDERSIDE OF EXISTING CEILING.
- 3 NEW WOOD-FRAMED WALL. CONTRACTOR SHALL HAVE THE OPTION TO SALVAGE EXISTING CONSTRUCTION AND BUILD NEW WALL ON TOP OF REMAINING PARTIAL-HEIGHT WALL. MATCH THICKNESS OF EXISTING AND EXTEND TO UNDERSIDE OF CEILING.
- 4 7'-0" WIDE ROLL-UP SECURITY GATE, THIS GATE TO REMAIN OPEN AT ALL TIMES THE RESTAURANT IS OPEN OR OCCUPIED.
- 5 COMMON PATH OF EGRESS TRAVEL = 7'-0" FROM THIS POINT WHEN SECURITY GATE IS IN CLOSED POSITION.
- 6 FURNISH AND INSTALL FIRE EXTINGUISHER IN SEMI-RECESSED WALL CABINET. SEE SHEET 01.1 FOR MOUNTING HEIGHT.
- 7 OPERABLE SERVICE WINDOW AS SELECTED BY OWNER. VERIFY ROUGH OPENING SIZE AND REQUIRED CONNECTIONS WITH SELECTED MODEL.
- 8 ALL EQUIPMENT, APPLIANCES, SHELVING, COUNTERS AND FINAL LAYOUT OF SPACE IN THE PREPARATION AND SERVICE AREAS SHALL BE REVIEWED AND COORDINATED WITH OWNER AND SUPPLIER. FINAL SIZES, LAYOUT AND ARRANGEMENT MAY VARY FROM THAT SHOWN ON THESE DOCUMENTS.
- 9 COORDINATE FINAL LOCATIONS OF POWER RECEPTACLES WITH OWNER PRIOR TO ROUGHING.
- 10 FURNISHING BY OWNER.
- 11 COORDINATE PRECISE SIZE AND LOCATION OF THIS WALL WITH OWNER. THIS IS DEPENDANT UPON SELECTED SEATING LAYOUT.
- 12 CONTRACTOR TO PROVIDE OWNER WITH ALTERNATE BID TO REPLACE OPENINGS 101 AND 102 WITH A GLASS AUTOMATIC SLIDING ENTRY DOOR.

OPENING TYPES *SEE PLAN NOTE #12 FOR ALTERNATE BID*

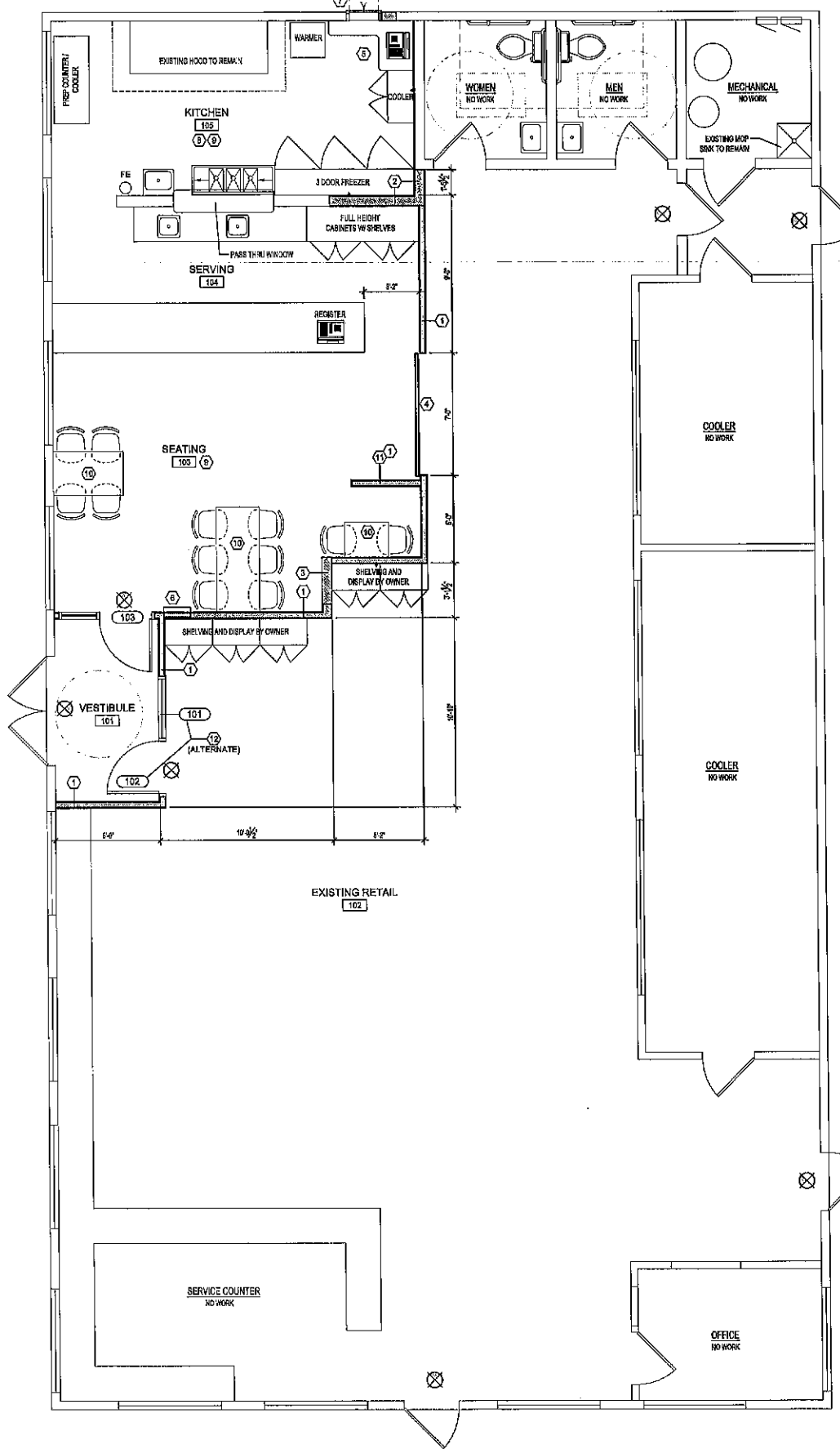
- 101 3'-6" W x 3'-8" H ALUMINUM FRAME WINDOW. CLEAR WITH TEMPERED SAFETY GLAZING. SET WITH HEAD AT 2'-2" TO MATCH ADJACENT DOORS 102 AND 103. BOTTOM OF FRAME AT 2'-0" A.F.F.
- 102 3070 ALUMINUM ENTRY TO MATCH STYLE AND COLOR OF EXISTING. 2'-0" W Sidelight AT 103 ONLY. DOOR AND SIDELIGHT TO HAVE CLEAR, TEMPERED SAFETY GLAZING. FURNISH EACH DOOR WITH PUSH/PULL HANDLES, CLOSER, CONTINUOUS HINGES AND THUMBTURN LOCK WITH NO LATCH. COORDINATE WITH OWNER FOR ANY INTEGRATION INTO BUILDING SECURITY SYSTEM.
- 103

FINISH NOTES

1. ALL INTERIOR FINISHES MUST CONFORM TO 2016 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS, CHAPTER B INTERIOR FINISHES, AND ALL OTHER APPLICABLE CODES AND ORDINANCES INCLUDING IBC TABLE 05.11.
2. COORDINATE FINAL CEILING HEIGHT WITH HVAC CONTRACTOR AND OTHER TRADES. MAINTAIN 8'-0" MINIMUM CLEAR.
3. FINISH GYPSUM BOARD AND GYPSUM VENEER PLASTER WALLS WITH ONE COAT OF PRIME PAINT AND TWO COATS OF FINISH PAINT U.N.C.
4. FLOORS ARE TO BE INSTALLED SO AS TO PROVIDE POSITIVE DRAINAGE TO ALL FLOOR DRAINS, WHERE APPLICABLE. SET FLOOR DRAINS FLUSH WITH TOP OF FINISHED TILE OR CONCRETE FLOOR.
5. CONTRACTOR TO INSTALL / FINISH / CLEAN / SEAL ALL FINISHES PER MANUFACTURER'S SPECIFICATION. SEALANTS / CAULKS ARE TO BE CLEAR SILICONE AND COMPATIBLE WITH FINISH UNLESS NOTED OTHERWISE.
6. CONTRACTOR TO PROVIDE ALL FINISH SAMPLES TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING.
7. USE WATER-RESISTANT GYPSUM WALLBOARD / GYPSUM BASE BOARD AT WET AREAS INCLUDING TOILET ROOMS, SHOWER ROOMS, COMMERCIAL KITCHENS AND OTHER AREAS NOTED ON DRAWINGS.



1 DEMOLITION PLAN
 A1.1 1/4"=1'-0"



2 PROPOSED FLOOR PLAN
 A1.1 1/4"=1'-0"

MEMORANDUM

Business Item B

From: Administrator/Staff
To: Town Board
Re: Town Board review & consideration of an Opinion of Probable Project Cost prepared by Cedar Corp for the completion of Deer Trail Estates drainage improvements.

Staff has been working with Cedar Corp to finish the project begun in the Deer Trail Estates subdivision 3+ years ago. It became apparent last year that it was not feasible for the Public Works Department alone to complete the project.

Included in your packet is the Opinion that Cedar Corp's engineer has put together to manage the drainage issues. This Opinion of Cost does not include paving. The 2023 approved Budget has approximately \$110,000 in the Stormwater Fund, and approximately \$220,00 in ARPA funds that can be used for this type of infrastructure project.

If the Board decides to move forward, this is the first step of the project process. The project would still need to be put out for bid to determine final costs. Administrator Wisnefske is recommending paving in Spring 2024, if necessary, to allow for the work to settle properly.

Suggested Motion:

Motion to move forward with the Opinion of Cost as presented, and direct the Administrator to proceed with the next bid process steps as necessary.

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

Respectfully Submitted
Kelsey



OPINION OF PROBABLE PROJECT COST

Community Infrastructure • Architecture • Environmental Services

| | |
|-------------|----------------------------------|
| Client | Town of Clayton |
| Project | Deer Trail Drainage Improvements |
| Prepared By | Matt Stephan |

| | |
|--------------|-----------|
| Project No. | |
| Date | 6/13/2023 |
| Revised Date | |

Project Details - installation of 8" drain tile under existing ditches

| Item | Unit | Qty | Unit Price | Cost |
|---------------------------------------|------|------|------------|--------------|
| Sawcut drives and road | LF | 790 | \$3.00 | \$2,370.00 |
| Driveway removal (12 units) | SY | 530 | \$8.00 | \$4,240.00 |
| Road pavement removal (4 crossings) | SY | 110 | \$8.00 | \$880.00 |
| 8" HDPE Drain Tile with Geotex Fabric | LF | 5060 | \$30.00 | \$151,800.00 |
| 30" Storm MH / Cleanout | EA | 14 | \$2,000.00 | \$28,000.00 |
| New Driveway Culverts (12 Units) | LF | 288 | \$40.00 | \$11,520.00 |
| New Road Culverts (4 Units) | LF | 104 | \$50.00 | \$5,200.00 |
| New HMA Driveways (3.5" thick) | SY | 530 | \$22.00 | \$11,660.00 |
| New HMA Road Crossings (4" thick) | SY | 110 | \$28.00 | \$3,080.00 |
| Ditch Checks | EA | 50 | \$100.00 | \$5,000.00 |
| Lawn Restoration - along ditch lines | LF | 5060 | \$12.00 | \$60,720.00 |
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| Subtotal Construction | \$284,470.00 |
| Contingency | \$28,030.00 |
| Engineering and Administration | \$34,000.00 |
| TOTAL PROJECT COST | \$346,500.00 |

- NOTES:**
1. Insulation is incidental to culverts
 2. Crushed Aggregate Base Course is incidental to HMA
 - 3.
 - 4.
 - 5.

MEMORANDUM

Business Items C & D

From: Administrator/Staff
To: Town Board
Re: Town Board review & consideration of the Developer Agreement submitted by G&L Properties for a proposed machining & repair services development on Tax ID #006-0340-02-01.

Town Board review & consideration of the Tax Increment Finance (TIF) Application submitted by G&L Properties for a proposed machining & repair services development on Tax ID #006-0340-02-01.

Please find in your packets the submitted Developer Agreement & TIF Application as submitted by G&L Properties. Both the Administrator and Attorney have had the opportunity to review the submittals and would recommend approval to the Board.

Suggested Motion Item C:

Motion to approve the Developer Agreement as presented and authorize the Administrator to proceed forward as necessary to execute the agreement.

Suggested Motion Item D:

Motion to approve the TIF Application as presented and authorize the Administrator to proceed forward as necessary to execute the agreement.

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

Respectfully Submitted
Kelsey

DEVELOPMENT AGREEMENT
(Tax Incremental District No. 1)

THIS DEVELOPMENT AGREEMENT, which may be amended or supplemented from time to time, (this “**Agreement**”) is entered into as of the 13 day of June, 2023 (the “**Effective Date**”) between the TOWN OF CLAYTON, Winnebago County, Wisconsin, a Wisconsin municipal corporation (the “**Town**”), and G&L PROPERTIES, LLC, a Wisconsin limited liability company (“**Developer Entity**”), and THOMAS GEIGER, a natural person with no legal disabilities (“**Developer Principal**”) (Developer Entity and Developer Principal are collectively referred to herein as the “**Developer**”).

WHEREAS, Developer has proposed to acquire and develop certain real property located at Lot 1 of CSM 7862, Town of Clayton, Winnebago County, Wisconsin, identified as Parcel Number 006-03400201, containing approximately 6.547 acres, as further described on Exhibit A attached hereto and made a part hereof, with a 2022 assessed value of \$0.00 (the “**Property**”); and

WHEREAS, the Town and Developer have entered into that certain Vacant Land Offer to Purchase dated January 11, 2022, as amended on January 19, 2022, January 26, 2022, February 10, 2022, February 23, 2022, March 25, 2022, May 10, 2022 and July 5, 2022, and as may be further amended (the “**Purchase Agreement**”) for the conveyance of the Property from the Town to the Developer pursuant to its terms; and

WHEREAS, Developer intends to construct a thirty-three thousand (33,000) square foot industrial building which will house a metal fabrication business plus a parking lot with a forty (40) car capacity and related improvements at the Property (the “**Project**”). The Project improvements are shown on the Preliminary Concept Plan attached hereto and made a part hereof as Exhibit B; and

WHEREAS, as of January 1, 2023, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2023, the Property yields approximately Zero Dollars (\$0.00) in total real estate taxes annually; and

WHEREAS, upon completion of Project, the Town estimates the aggregate assessed property value of the Property will be Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00) which is anticipated to yield approximately Seventy-three Thousand Six Hundred Sixty-Eight and 15/100 Dollars (\$73,668.15) in total real estate taxes annually; and

WHEREAS, pursuant to the provisions of Wis. Stat. §66.1105 (the “**Tax Increment Law**”), the Town has included the Property within Tax Increment District No. 1 (the “**District**”), and has adopted a project plan for the District (as may be amended, the “**Project Plan**”) to finance certain Project Costs and development incentives within the District, which will provide part of the financing for certain costs of the Project; and

WHEREAS, Developer has requested TIF assistance from the Town with regard to certain expenses, including, but not limited to, construction of new buildings and the construction of public works infrastructure, estimated to be Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00), as detailed on the PAYGo Payment Estimates which is attached hereto and incorporated herein by reference as Exhibit C, which will constitute qualified expenditures for which TIF assistance may be afforded to Developer; and

WHEREAS, the Town desires to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the Town's Comprehensive Plan; and

WHEREAS, in order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the Town average, generate property taxes greater than the cost of providing infrastructure and services, expand our range of residential and commercial real estate products, and the public will generally benefit, the Town has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Developer would not undertake the Project without the incentives and agreements of the Town as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted by the Developer in conjunction with any and all approvals as granted by the Town, including but not limited to adopted or approved plans or specifications on file with the Town, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the Town, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned or delayed. The Town shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project upon receipt of complete and accurate application materials. Notwithstanding the above, this Agreement shall not limit the discretion of the Town, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property as part of the Town's customary processes.

C. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the Town, the Town intends to provide the TIF Incentives as set forth in this Agreement. The Town intends to recover its costs through the Available Tax Increment generated by the Property, which retainer of Town costs shall be capped at ten percent (10%) of the tax increment received from the project. Until such time as the project generates positive tax increment, the Town will charge an administrative fee to the Developer to partially offset the cost of record keeping, report preparation, accounting, and any other related

administrative duties. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS

A. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the Town generated by any increase of value of the Property above the Base Value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the Town. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

B. “Base Value” means the aggregate assessed value of the Property when the District was created, which shall be zero dollars (\$0.00).

C. “Completion Date” means the substantial completion of the Project as evidenced by issuance of a certificate of occupancy for the buildings.

D. “Concept Plan” means the plan for the Project.

E. “District” means Tax Increment District No. 1 of the Town of Clayton, which has been established, and is in good standing, by the Town of Clayton, Winnebago County, Wisconsin. The Town created District No. 1 in 2021; District No. 1 terminates in 2039.

F. “Plans and Specifications” means the plans and specifications developed for the Project.

G. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as Exhibit B and which is subject to such changes as Developer or the Town may propose and the Town may accept in its discretion, consistent with applicable law governing plan review.

H. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.

I. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, potentially including, without limitation:

- i. ~~road, pedestrian, and bicycle improvements; and~~
- ii. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
- iii. telephone, high-speed cable, and related technology infrastructure; and
- iv. natural gas, electrical power, and other public utilities; and
- v. any related engineering, grading, erosion control, and landscaping; and
- vi. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

J. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives including the Public Improvements approved by the applicable governing authority or as required by State or Federal law, Private Improvements specifically approved by the Town, or any other activity specifically approved by the Town.

K. “Special Assessment” means any special assessment levied against the Property by the Town under Wis. Stat. §60.77(5)(f) or §60.79, the Town Code of Ordinances and this Agreement.

L. “Tax Increment” means that amount obtained by multiplying the total county, town, school and other local general property taxes levied on all taxable property within a District in a year by a fraction having as a numerator the value increment for that year in the District and as a denominator that year’s equalized value of all taxable property in the District.

M. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the District.

N. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap, as well as the Public Improvements that will service the Property.

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate, to the satisfaction of the Town, a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the Town providing TIF, the Project would not happen.

B. PAYGo Reimbursement. The Town shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the Town, which is further defined as follows:

- i. The Developer guarantees that the Property shall have a minimum aggregate assessed value of Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00) on or before the January 1 following the Completion Date.
- ii. Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent District revenues are sufficient to the limits of the District and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- iii. Commencing the first year after the first occupancy permit for the Project has been issued, which occupancy permits shall be issued upon the completion of each building comprising the Project subject to the building or project satisfying the approved permit requirements, local ordinances and state statute, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the “**Incremental Property Value**”.
- iv. Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the “**Available TIF Increment**”.

- v. Provided the aggregate assessed Property value meets or exceeds Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00) on or before the January 1 following the Completion Date, the Town shall make available fifty percent (50%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid. If the aggregate assessed Property value fails to meet or exceed Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00), the PAYGo Reimbursement shall be proportionally reduced.
- vi. PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the Town of the full payment of the real estate taxes, Special Assessments and other lawful charges due the Town or other governmental entity against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo Reimbursement would first be payable in 2025.
- vii. The Town shall take all actions necessary to continue the existence of the District in good standing through its current 2039 termination date.
- viii. Upon the request of the Developer or an assignee of the Developer's payment rights hereunder, the Town shall provide a written certification of facts regarding the current amount due to the Developer or assignee pursuant to Section III.B.4, the current Available TIF Increment, and a confirmation of the person or location to which the Town will make payments.
- ix. The PAYGo Reimbursement shall be available to Developer for a maximum of ten (10) years unless and until Developer challenges any of its real or personal property taxes for the Project.

C. Qualified Expenditures. The TIF Incentive available to Developer under this Agreement shall be disbursed in the following priority, and only fund:

- i. **"Public Improvements"** which shall include infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, environmental remediation, and asbestos abatement as required by State and Federal law; then
- ii. **"Private Improvements"** which shall include the improvements to be constructed on the Property that are not Public Improvements; then
- iii. Any other activity specifically approved by the Town.

D. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

- i. Monetary Limitation. The TIF Incentive in any year shall not exceed fifty percent (50%) of the Available Tax Increment for the Property and in fact paid by the Developer to the Town.

- ii. Tax Incentive Cap. Subject to Section III.A., the total amount of TIF assistance should not exceed ten percent (10%) of total Project Costs.
- iii. Tax Receipts Limitation. Only the Available Tax Increment actually received by the Town, and no other property, revenue, or asset of the Town, shall be used to pay such amounts.
- iv. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the Town that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and other lawful charges due the Town or other governmental entity in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of: (a) ten (10) years, (b) the termination date of the District, or (c) the termination of this Agreement if before the termination of the District.

E. No General Obligation of Town. The Town's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the Town, and neither the full faith and credit nor the taxing powers of the Town are pledged to the payment of such amounts. The Town shall take no action to dissolve the District before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the Town, and the obligation of the Town hereunder is limited to the Available Tax Increment appropriated and received by the Town. Amounts due hereunder shall not count against the Town's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

F. Other Grants and Credits. The Town, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the Town makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. DEVELOPER OBLIGATIONS.

A. Acquisition of Property. The Developer shall acquire fee simple title to the Property no later than July 31, 2023 (the "**Closing Date**"). This date may be extended by mutual agreement of the parties. The Property and rights of way shall be owned in the name of the Developer or its assigns at least until the Completion Date and to initiate payment of taxes based on the increased Property value.

B. Recordation of Development Agreement. Simultaneously with the purchase of the Property, the Developer shall record a short form memorandum of this Agreement in the form attached hereto as Exhibit D (the "**Memorandum**"), executed by both the Developer and the Town, to be recorded with the Register of Deeds for Winnebago County, Wisconsin. The Memorandum shall be recorded prior to the recordation of any mortgages or other liens. In the event that a mortgage is recorded prior to the Memorandum, then, no later than thirty (30) days

after the purchase of the Property, Developer shall record one or more subordination agreements in form and substance reasonably acceptable to the Town which have been executed by the holder(s) of any mortgages or liens affecting the Property as of the date or recording of the Memorandum which subordinates such mortgage(s) and lien(s) to this Agreement.

C. Preliminary Concept Plan. Developer shall submit a Preliminary Concept Plan, clearly identifying the Project, to the Town for approval, allowing sufficient lead time for such request to be included on the agenda for all applicable Town authorities to review at their regularly scheduled meetings. Town approval of such Preliminary Concept Plan is due prior to Closing.

D. Preparation of the Plans. To the extent not already completed, the Developer shall prepare the Concept Plan in form and substance acceptable to the Town prior to commencement of construction. The Plans shall include, among other details, site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with the schematics and location of the water mains, sanitary sewer mains, and storm sewer system. The Town reserves the right to request additional documentation of the Project as may be reasonably determined by the Town to be appropriate.

E. Development Budget. Developer shall submit a budget, prepared in accordance with general principles for construction and development budgeting and consistent with the sample included in the TIF application packet, to the Town for approval, allowing sufficient lead time for such request to be included on the agenda for all applicable Town authorities to review at their regularly scheduled meetings. The budget should be arranged to identify acquisition and site related costs, hard costs, and soft costs. Also, identify all line items that are performed by the developer, owner, or related entities as well as the up-front sources intended to finance the development costs for each line item.

F. Guaranty. Developer shall execute a Guaranty in form and substance consistent with Exhibit E attached hereto and made a part hereof.

G. Assessments. Subject to the limitations set forth hereinafter, Developer shall be responsible for: (i) the payment of assessments including but not limited to road, sanitary sewer and potable and storm water improvements; and (ii) utility hook-up fees pursuant to the utility providers standard practice and policy.

H. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the Town and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

I. Proof of Equity. Developer must provide a minimum fifteen percent (15%) equity of total Project Costs. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project. TIF shall not be used to supplant cash equity.

J. Proof of Financing. Developer shall have delivered proof of financing, reasonably satisfactory to the Town, which after injection of the Developer equity into the Project, will be sufficient in the determination of the Town, to complete the Project according to the Plans and Specifications.

K. Construction of the Project. The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Project on the Property,

including, without limitation, all other proposed and future sewer, water, driveways, parking areas, appurtenances and private utilities but specifically excluding the Eagle Heights Improvements (the “**Project Costs**”). The Project to be constructed upon the Property and its uses shall be in conformity with the Town-approved Plans and in compliance with all applicable municipal ordinances of the Town and with any pertinent provisions of the Project Plan. The Project to be constructed upon the Property and its uses shall be in conformity with the Town-approved Plans, Town and Fox Crossing Utilities (“**FCU**”) applicable municipal ordinances, utility specifications, and standards, and pertinent provisions of the Project Plan. Neither the establishment of the District nor this Agreement shall obligate the Town to grant variances, exceptions, or conditional use permits.

L. Construction of Sanitary Sewer, Water Mains/Laterals, and Storm Sewer System; Grant of Easements. Developer will build the water mains/laterals and all the other equipment needed for the system located on the Project at Developer’s sole cost and expense. Developer will connect the storm water system to the regional retaining pond at the Developer’s expense. The sanitary sewer and water lines will be connected at the Developer’s sole cost and expense; such lines shall be constructed as required for the Project pursuant to sound engineering practice, consistent with applicable codes and regulations, and as reasonably agreed by the Developer, Town engineer, and FCU, such consent of Town shall not be unreasonably withheld, delayed or conditioned. The sanitary sewer connections will be provided by the Town at a location approved by the Town and FCU. The water main connections will be provided by the Town at locations approved by the Town and FCU; the cost to make the connections shall be paid by the Developer. The Town will not require that the size of the water lines be larger than necessary for the Project according to sound engineering practice nor that the sanitary sewer, water lines, and storm sewer system are to be publicly bid and constructed by any other than Developer’s private contractor. The sanitary sewer, water lines, and storm sewer system must be constructed and approved according to Town and FCU specifications and approved by the Town and FCU prior to construction. In the event multiple water connections are needed, each connection will require a meter for billing purposes.

M. Standard of Care. Developer shall construct the sanitary sewer, water mains/laterals, and storm sewer system in accordance with the degree of professional care, skill, judgment, and diligence usually exercised by project developers regularly developing and operating development projects similar in scope and complexity to the Project. Developer shall fully and faithfully discharge its obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement. The Town must review and approve utility plans prior to construction. The plans must be in compliance with Town specifications and standards. Changes from the approved utility plans require review and approval by the Town. Prior to an occupancy permit being issued, the utilities must be inspected and approved to be in compliance with the plans. The Developer, engineer and Town shall hold a pre-construction meeting. The Developer is responsible for the following costs:

1. Utility inspections by Town engineer and attendance at pre and post construction meetings.
2. Preparing an As-Built set of plans for the Town at project completion.

N. Employees. Developer shall assign to the construction of the sanitary sewer, water mains/laterals, and storm sewer system such staff or third-party contractors as may be

reasonably required to complete the Project with due diligence and to cause the Project to be completed in accordance with the Project schedule and Plans. All persons employed by Developer in connection with the Services will be Developer's employees or independent contractors, and the Town shall have no liability, responsibility, or authority regarding them. Developer is solely responsible for the salaries of its employees and any employee benefits to which they may claim to be entitled. Developer will fully comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws.

O. Reports and Information. During the period before the commencement of construction, Developer shall, upon request, provide to the Town information having a bearing upon the interests of the Town in the Property or under this Agreement.

P. No Transfer to Tax-Exempt Entity; PILOT. Developer agrees that as long as the District is in existence, no portion of the Property shall be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Property exempt from property taxation, except that portion of the Property dedicated to the Town under the terms of this Agreement. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of this Agreement, the Developer and its successors and assigns shall make annual payments in lieu of taxes to the Town in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof.

Q. Ownership Retained. Developer shall retain ownership at least long enough to complete the Project, to stabilize its occupancy, to establish the project management and to initiate payment of taxes based on the increased project value.

V. TOWN OBLIGATIONS.

A. Property Transfer. The Town shall convey the Property to Developer or, upon Developer's request, to Developer's assignee, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, in exchange for the Purchase Price as defined in the Purchase Agreement, and shall provide an owner's policy of title insurance at the time of conveyance.

B. Town Approvals. The Town shall make all reasonable efforts to indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Development Budget or any revisions.

C. Zoning. The Town shall approve Developer's application to rezone the Property to I-1.

D. Public Improvements. [THIS SECTION SUBJECT TO FURTHER REVIEW]

- i. The Town shall extend or provide roadway installation and improvements, potable water, sanitary sewer and storm sewer mains to service the Project (the "**Eagle Heights Improvements**"). The estimated assessment is as follows: (a) One Hundred Ten Thousand Fifty-eight and 80/100 Dollars (\$110,058.80) for sanitary sewer and potable water, (b) Eighty-two Thousand Two Hundred Ninety-two and 59/100 Dollars (\$82,292.59) for roadway improvements to and including Eagle Heights

Drive and American Drive, and (c) Fifty-seven Thousand Nine Hundred Eighty and 97/100 Dollars (\$57,980.97) for storm water infrastructure including a regional storm water pond to service the general area near and around the Project. The assessment for Eagle Heights Improvements shall be payable over a term of not less than [ten (10)] years.

- ii. Buyer shall pay its costs of bringing 3-phase power to the Property. Seller shall have no responsibility to pay electrical connection, hook-up or other costs.
- iii. Subject to a construction easement to be agreed upon by the Parties, Buyer may be permitted to access the Property over the to-be-constructed Eagle Heights Drive during construction of same following the installation of the gravel roadbed. In such a circumstance, and the Developer's use of the roadbed degrades the road, Developer shall pay the costs to bring the roadbed to the condition prior to Developer's use. Buyer shall be responsible for creating and using construction access consistent with site and grading plans to be approved by the Town and Winnebago County.
- iv. When available to Seller, Seller shall provide the construction schedule for the Eagle Heights Drive extension to Buyer. Buyer shall determine, during the Due Diligence Period set forth in the Purchase Agreement, if the construction schedule is acceptable to Buyer in Buyer's sole discretion.
- v. Only after the regional detention pond is complete, the Buyer may discharge storm water to the regional detention pond to provide drainage for the Property and the Project. Buyer shall be responsible to provide onsite detention prior to completion of the regional detention pond. Buyer shall be responsible for any and all assessments, taxes and fees associated with connecting the Property to the detention pond, such connections to be activated after completion of the Project.

E. Payment of Certain Tax Increment Revenues Toward Cost of the Project.

- i. Incentive Amount. Subject to the conditions set forth herein (including, without limitation: (i) completion of the Project on or before December 31, 2025 ("**Project Completion Date**") with a minimum value of Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00) (the "**Minimum Value**") for the buildings within the Project; and (ii) completion of the sewer and water mains/laterals, the Town shall pay to the Developer, as an incentive for development of the Property, an amount not less than nor greater than Four Hundred Fifteen Thousand Five Hundred and no/100 Dollars (\$415,500.00) (the "**Incentive Amount**"). If the Project is not completed by the Project Completion Date, the Incentive Amount shall be reduced in proportion to the total value of the buildings within the Project delivered by the Project Completion Date measured against the Minimum Value. The failure to complete the Project by the Project Completion Date shall not negate the

Town's obligation to pay the Developer the Incentive Amount but shall only reduce the Incentive Amount as herein provided. However, the Project Completion Date shall be reasonably extended to account for construction delays, if any, by Town work on the Improvements.

F. Source of Payment. The Incentive Amount shall be payable solely from Available Tax Increments (as defined below) which have been received and retained by the Town in accordance with the provisions of Wis. Stat. §66.1105, and appropriated by the Town Board to payment of the Incentive Amount. The Incentive Amount shall be payable in installments on or before September 1st of each year, commencing with the first tax year where the Available Tax Increments is included as part of the tax due against the Property, and on each September 1st thereafter based on Available Tax Increments generated in the immediately prior tax year. If Available Tax Increments have been insufficient to pay the full Incentive Amount after the scheduled installment payable on or before September 1, 2037 (based on the Available Tax Increments generated in 2036), then the Incentive Amount shall be deemed paid in full, the obligation of the Town to make any further payment shall terminate, and the Developer shall have no right to receive any additional payments. The Town makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the Incentive Amount. All Tax Increment received by the Town which are not appropriated to pay the Incentive Amount may be used by the Town for any legally permitted purpose, in its sole discretion.

G. Payment Subject to Annual Appropriation. As stated above, the application of Available Tax Increments to payment of the Incentive Amount each year is subject to future annual appropriation by the Town Board. The Town makes no representation or covenant, express or implied, that any non-zero Available Tax Increments will be generated and/or appropriated in any given year, nor does the Town make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to the Developer. Any Tax Increment (defined below) which is not appropriated and allocated toward the Available Tax Increments may be used by the Town for any legally permitted purpose, in its sole discretion.

H. Available Tax Increments. In this Agreement, "Available Tax Increments" for any given year means an amount equal to fifty percent (50%) of the result of the following computation:

- i. the annual gross tax increment revenues (using a 2022 base year) paid with respect to the Project and actually received and retained by the Town which is generated by property tax payments on the Property (the "**Tax Increment**"); minus,
- ii. the Project's share (as reasonably determined by the Town) of the actual legal, financial and administrative expenses incurred by the Town in connection with the creation or administration of the District and the negotiation, preparation and administration of this Agreement and related documentation which has not yet been reimbursed by Tax Increment.
- iii. Provided that the buildings planned to be constructed on the Property are completed on or before the Project Completion Date, if the parties reasonably determine that Four Hundred Fifteen Thousand Five Hundred and no/100 Dollars (\$415,500.00) will not be paid by September 1, 2036,

the percentage of the tax increment due Developer for a given year, extend this Agreement, as determined solely by the Town, so that prior to the expiration of this Agreement, not less than Four Hundred Fifteen Thousand Five Hundred and no/100 Dollars (\$415,500.00) will be paid to Developer.

I. Tax Increment Revenue Bond. Notwithstanding anything to the contrary in this Section V or in this Agreement, in the event the Town determines, in its discretion, that the Incentive Amount may not be paid in full prior to the end of the District's statutorily-permitted expenditure period, the Town shall (unless the Town, in its sole discretion, prepays the Incentive Amount prior to the expiration of the District's statutorily-permitted expenditure period) issue the Developer a taxable tax increment revenue bond evidencing the Town's obligation to pay the then-remaining balance of the Incentive Amount. Such revenue bond shall be payable solely from Available Tax Increments and shall be subject to the terms and conditions of this Agreement, including, without limitation, that all payments under the bond shall be subject to and conditioned upon future annual appropriation of Available Tax Increments by the Town Board to payment of the bond.

VI. NOTICES

All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

If to the Developer:

G&L Properties, LLC
1984 American Drive
Neenah, WI 54956
Attn: Thomas Geiger

If to the Town:

Town of Clayton
8348 County Road T
Larsen, WI 54947
Attn: Town Administrator

VII. TERM

A. Term. Unless sooner terminated, the term of this Agreement shall commence on the date hereof and continue until the earliest of:

- i. All Qualified Expenditures have been repaid in full by Tax Increment;
- ii. The tenth (10th) year of the Project paying real estate taxes by Developer or its assigns;
- iii. The Town closes and terminates the District;
- iv. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the District or the Property;
- v. This Agreement is terminated because of an Event of Default; or
- vi. The parties agree in writing to terminate this Agreement.

B. Default. In the event that either the Town or the Developer defaults under any material terms or conditions of this Agreement (an "Event of Default"), the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the nondefaulting party. The rights and remedies of the

nondefaulting party shall not be limited to those, if any, specified in this Agreement, but the nondefaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity. Developer Entity and Developer Principal shall be jointly and severally liable for the payment and performance of all obligations of the Developer under this Agreement and the Town may bring suit against each such entity, jointly or severally, or against any one or more of them.

C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the Town shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in Wis. Stat. §893.80.

D. Waiver. Any delay by the nondefaulting party in instituting or prosecuting any action or proceeding or other asserting its rights under this article shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way (it being the intent of these provisions that such nondefaulting party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided for in this Section because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the Project created by the default involved). No waiver in fact made by the nondefaulting party with respect to any specific default by the defaulting part under this Section is to be considered or treated as the waiver of the rights of the nondefaulting party with respect to any other defaults by the defaulting party under this Section, or with respect to the particular default except to the extent specifically waived in writing.

E. Termination of Agreement. If the Developer shall not acquire the Property by the Closing Date, this Agreement shall terminate and be of no further force or effect.

VIII. DEVELOPER REPRESENTATIONS

Developer hereby represents, warrants, and covenants to the Town as follows:

A. Good Standing. Developer Entity is a limited liability company, duly formed, validly existing, and in good standing under the laws of the State of Wisconsin. Developer holds and shall maintain at all times during the term of this Agreement, all licenses, permits, or other certifications necessary to perform its duties under this Agreement, and is in compliance with and shall continue to comply with all applicable laws.

B. Due Authorization. Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

C. Qualification. Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed, and to perform the work contemplated by this Agreement and the requirements of a project of the magnitude and scope of the Project.

D. Sufficient Resources. Developer has and shall maintain at all times during the term of this Agreement, sufficient facilities, expertise, staff, assets, and other resources to perform

its duties under this Agreement. The services to be rendered and performed for the Town under this Agreement shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the State of Wisconsin.

E. No Material Change in Documents. All contract documents and agreements have been furnished to the Town by the Developer and are true and correct and there has been no material change in any of the same.

F. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement that would adversely affect the ability of the Developer to perform its obligations hereunder.

G. Compliance with Zoning. The Project will conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

H. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable.

I. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the Town pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

J. No Conflict. The execution, delivery, and performance of the obligations of Developer, the development company, and all principals of the development company pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor, to the knowledge of the officer of the Developer signing this Agreement, upon a due diligence evaluation, will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

K. No Litigation. To the knowledge of the managing member of the Developer signing this Agreement upon a due diligence evaluation, there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

L. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

M. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the Town. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances at all times during its period of ownership of the Project.

N. Fees or Commissions. The Town shall not be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

O. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under Wis. Stat. §70.47(7)(a) that, if successful, would reduce the aggregate assessed value of the Property to less than Four Million One Hundred Fifty-five Thousand and no/100 Dollars (\$4,155,000.00).

IX. MISCELLANEOUS PROVISIONS.

A. Assignment; Covenants Run with the Land. This Agreement shall not be assignable by the Developer without the prior written consent of the Town, except that the Developer may make a collateral assignment of the right to receive payment of the Incentive Amount under this Agreement to its lender as part of a first mortgage on the Property, subject to all terms and conditions of this Agreement. No assignment of this Agreement shall serve to release the Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall run with the land and inure to the benefit of and be binding upon the successors and assigns of the parties and all assignees, mortgagees, purchasers and transferees of all or any part of or interest in the Property.

B. Indemnification; No Personal Liability. The Developer shall indemnify, save harmless and defend the Town and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any persons or property relating to or in connection with the Property, including, without limitation, on account of or arising out of the construction and/or operations of the Project. Under no circumstances shall any trustee, officer, official, director, administrator, attorney, employee or agent of the Town have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. The provisions of this Section shall survive the term of this Agreement.

C. No Third-Party Beneficiaries; Relationship of the Parties. This Agreement is intended solely for the benefit of the Developer and the Town, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the Town in connection therewith. The Developer and its contractors and subcontractors shall be solely responsible for the completion of the Project. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the Town and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project.

D. Conflicts of Interest. No member of the governing body or other officer of the Town shall have any financial interest, direct or indirect, in this Agreement, the Property, or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal

interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, pandemics, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials or labor, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds one hundred eighty (180) days from the date the event occurred.

F. Entire Agreement; Waiver; Amendment; Severability. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof and all prior letters of intent or offers, if any, are hereby terminated. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the Town, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the Town will take the necessary action to amend any conflicting approvals or conditions. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Town and the Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing the Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

H. Recording of the Agreement. Recording of this Agreement is prohibited except as expressly allowed herein.

I. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue

hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

J. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

K. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Winnebago County, Wisconsin, all other venues being inappropriate for any such proceeding.

L. Headings. Descriptive headings as used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

M. Governing Law. This Agreement is governed by the laws of the State of Wisconsin.

N. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated in the first paragraph of this Agreement.

THE TOWN:

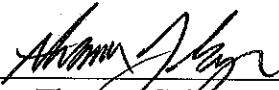
TOWN OF CLAYTON , a Wisconsin municipal corporation

By: _____
Russell Geise, Town Chair

By: _____
Kelsey Faust-Kubale, Town Clerk

DEVELOPER ENTITY:

G&L PROPERTIES, LLC

By:  _____
Thomas Geiger
Title: Managing Member

DEVELOPER PRINCIPAL:


 _____
Thomas Geiger

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Description of Property

[INSERT LEGAL DESCRIPTION HERE]

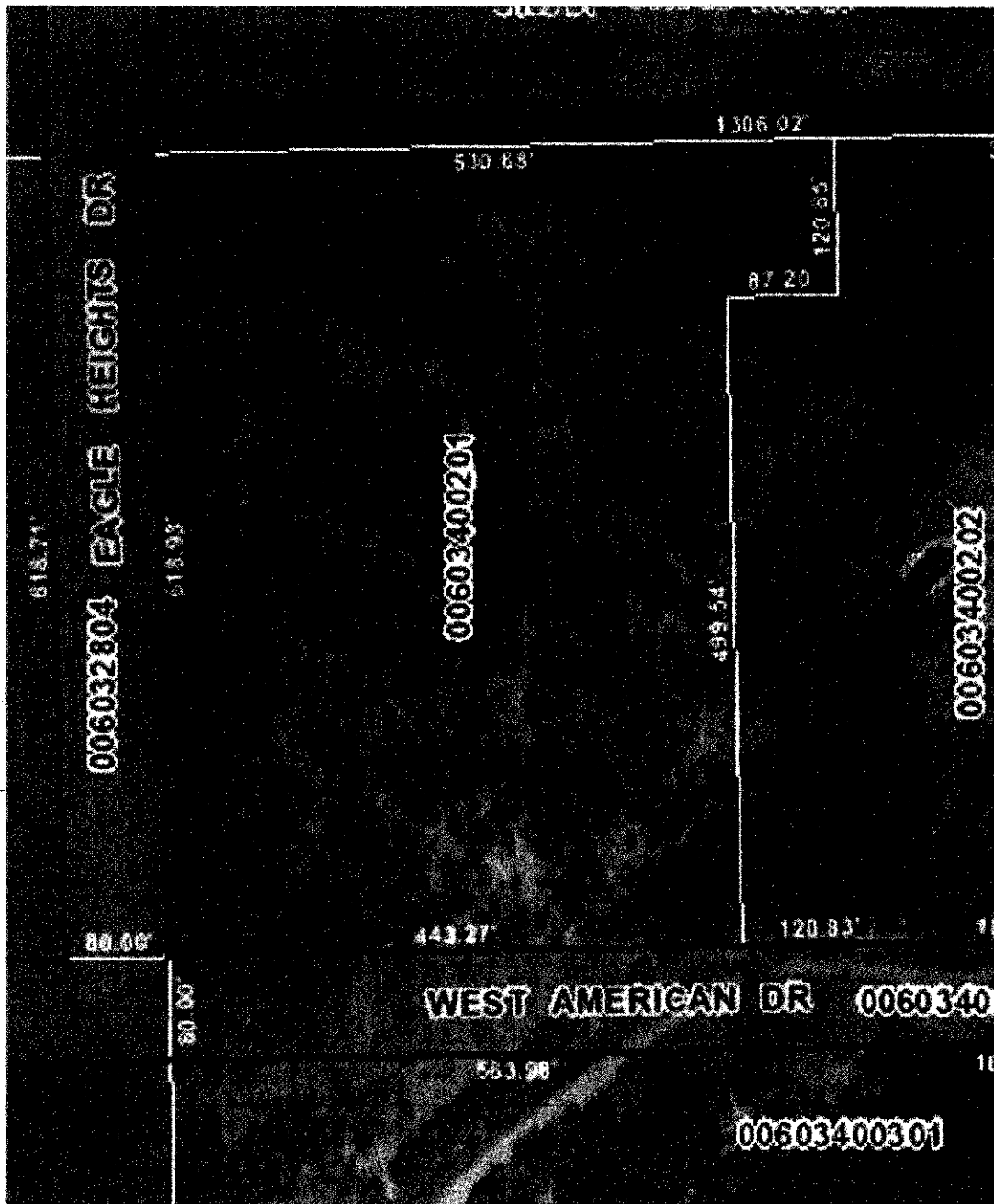


EXHIBIT B
TO
DEVELOPMENT AGREEMENT
Plans and Specifications

[ATTACH PLANS AND SPECIFICATIONS]

EXHIBIT C TO DEVELOPMENT AGREEMENT

PAYGo Estimates

G L PROPERTIES LLC DEVELOPMENT PAYGO PAYMENT ESTIMATES

| Mill Rates | |
|-------------------|-----------|
| 2022 tax bills | |
| Town | \$ 4.10 |
| Technical College | \$ 0.91 |
| School District | \$ 7.72 |
| Sanitary District | \$ 1.16 |
| County | \$ 5.03 |
| State tax credit | \$ (1.28) |
| | \$ 17.75 |

Guaranteed Increment 1-1-2026 - \$4,155,000
 Maximum Payment to Developer - 16% of Guaranteed Increment
 \$ 415,500

| Parcel | Construction Year | Assessed Valuation Date | Tax Year | Base Value Estimated | Assessed Value | Increment Value | Estimated Tax Rate | Tax Increment | Percentage | Amount Due to Developer | Payment Date |
|------------------------------------|-------------------|-------------------------|------------------------------|----------------------|----------------|-----------------|--------------------|---------------|------------|-------------------------|--------------|
| | | 1/1/2024 | 2024 tax roll collected 2025 | \$ - | \$ - | \$ - | 17.75 | \$ - | 50% | \$ - | 7/1/2025 |
| | 2024 | 1/1/2025 | 2025 tax roll collected 2026 | \$ - | \$ 2,000,000 | \$ 2,000,000 | 17.75 | \$ 35,400.00 | 50% | \$ 17,700.00 | 9/1/2026 |
| | 2025 | 1/1/2026 | 2026 tax roll collected 2027 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2027 |
| | | 1/1/2027 | 2027 tax roll collected 2028 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2028 |
| | | 1/1/2028 | 2028 tax roll collected 2029 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2029 |
| | | 1/1/2029 | 2029 tax roll collected 2030 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2030 |
| | | 1/1/2030 | 2030 tax roll collected 2031 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2031 |
| | | 1/1/2031 | 2031 tax roll collected 2032 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2032 |
| | | 1/1/2032 | 2032 tax roll collected 2033 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2033 |
| | | 1/1/2033 | 2033 tax roll collected 2034 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2034 |
| | | 1/1/2034 | 2034 tax roll collected 2035 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2035 |
| | | 1/1/2035 | 2035 tax roll collected 2036 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2036 |
| | | 1/1/2036 | 2036 tax roll collected 2037 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.75 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2037 |
| Total Payments - Maximum \$415,500 | | | | | | | | | | \$ 415,500.00 | |

EXHIBIT E
TO
DEVELOPMENT AGREEMENT

Form of Guaranty

[ATTACH FORM OF GUARANTY]



PERFORMANCE GUARANTY

This Performance Guaranty (this "**Guaranty**"), dated as of June 13, 2023, is made by Thomas Geiger, an individual with an address of 1984 American Drive, Neenah, WI 54956 ("**Guarantor**"), in favor of and for the benefit of the TOWN OF CLAYTON, a Wisconsin municipal corporation with a business address of 8348 County Road T, Larsen, WI 54947 ("**Beneficiary**"), in connection with the Development Agreement dated on or about the date hereof (the "**Underlying Agreement**"), by and between G&L Properties, LLC, a Wisconsin limited liability company ("**Developer**"), Guarantor and Beneficiary.

Guarantor is the managing member of Developer. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Underlying Agreement, and in order to induce Beneficiary to enter into the Underlying Agreement with Developer and Guarantor, Guarantor hereby agrees as follows:

1. Guaranty and Indemnity.

(a) Guarantor hereby guarantees to Beneficiary and its successors, transferees, and assigns the timely performance of all of Developer's present and future obligations under and in connection with the Underlying Agreement (the "**Developer Obligations**").

(b) If Developer fails to perform any Developer Obligation, including but not limited to failing to meet required service levels, then Guarantor shall, following any applicable notice period under the Underlying Agreement, perform or procure performance of such Developer Obligations at Guarantor's cost and expense. Guarantor's obligations under this provision shall be subject to any materiality or other qualifications on Developer's obligations set forth in the Underlying Agreement.

(c) Guarantor, as a principal and not as a separate and independent obligation from its obligations under Sections 1(a) and 1(b), shall indemnify Beneficiary for any losses, costs, and expenses arising out of or in connection with Developer's failure to perform the Developer Obligations, except where such failure is excused under the Underlying Agreement.

(d) Guarantor's liability under the foregoing indemnity provision shall not exceed Developer's indemnification liability under the Underlying Agreement for the failure of performance that triggered this Guaranty.

2. Beneficiary Protections.

(a) Guaranty Absolute and Unconditional. Guarantor agrees that its obligations under this Guaranty are irrevocable, continuing, absolute, and unconditional and shall not be reduced, discharged or otherwise adversely affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(i) any arrangement made between the Developer and the Beneficiary;

(ii) any alteration in the Developer Obligations resulting from an addendum or modification of the Underlying Agreement, as set forth in Section 4, or otherwise;

(iii) the Beneficiary's waiver, forbearance, or failure to assert any claim or demand to exercise or enforce any right or remedy under the Underlying Agreement or otherwise;

(iv) any unenforceability, illegality, or invalidity of any of the provisions of the Underlying Agreement or any Developer Obligations, such that this guaranty shall be construed as if there were no such unenforceability, illegality or invalidity;

(v) any legal limitation, disability, incapacity or other circumstances affecting Developer or any of its personnel providing the services that make up the Developer Obligations; or

(vi) any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Developer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Developer or its assets or any resulting restructuring, release or discharge of any Developer Obligations.

(b) Immediate Demand. Guarantor waives any right it may have to require Beneficiary or any agent or trustee on Beneficiary's behalf to proceed against or enforce any other right against any person before claiming from Guarantor under this guaranty.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Developer Obligations, until the complete, irrevocable and infeasible satisfaction in full of the Developer Obligations.

(b) This Guaranty is a guaranty of performance. Beneficiary shall not be ~~obligated to enforce or exhaust its remedies against Developer or under the Underlying Agreement before proceeding to enforce this Guaranty, notwithstanding any dispute resolution process or notice period set forth in the Underlying Agreement.~~

(c) This Guaranty is a direct guaranty and independent of the obligations of Developer under the Underlying Agreement. Beneficiary may resort to Guarantor for performance of the Developer Obligations whether or not Beneficiary has proceeded against Developer or any other guarantors with respect to the Developer Obligations. Beneficiary may, at Beneficiary's option, proceed against Guarantor and Developer jointly and severally or against Guarantor only without having obtained a judgment against Developer.

4. Modification of the Underlying Agreement. Guarantor authorises Developer and Beneficiary to make any addendum or modification to the Underlying Agreement in accordance with the terms of the Underlying Agreement, and acknowledges and agrees that any performance under such addendum or modification shall be subject to the terms of this guarantee and, among other things, guaranteed by the Guarantor in accordance with the terms of this Guaranty.

5. Representations and Warranties. To induce Beneficiary to enter into the Underlying Agreement, Guarantor represents and warrants that: (a) Guarantor is a natural person with no legal disabilities; (b) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (c) the execution, delivery and performance of this Guaranty have been duly authorized by all necessary action and will not violate any order, judgment or decree to which Guarantor may be subject; and (d) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

6. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "Notice") shall be in writing and delivered to the parties at the addresses set forth herein or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, facsimile, email or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

7. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Beneficiary, assign any of its rights, powers or obligations hereunder. Beneficiary may assign this Guaranty and its rights hereunder without the consent of Guarantor upon thirty (30) days' advance notice to Guarantor in connection with a permitted assignment of the Underlying Agreement. Any attempted assignment in violation of this section shall be null and void.

8. Governing Law; Service of Process. This Guaranty shall be governed by and construed under the laws of Wisconsin, without reference to any choice of law provision or rule, whether of Wisconsin or otherwise. Each party irrevocably consents to service of process in the manner provided for notices in Section 6 hereof and agrees that nothing herein shall affect the right of any party hereto to serve process in any manner permitted by applicable law.

9. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

10. Cumulative Rights. Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary at any time or from time to time.

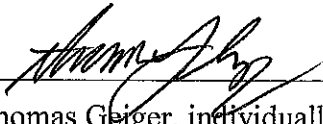
11. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor, Developer and Beneficiary with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Guarantor has executed this Performance Guaranty as of the date set forth above.

GUARANTOR:



Thomas Geiger, individually

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Title

This MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum"), effective as of the 13 day of June, 2023 (the "Effective Date"), is entered into by and between the Town of Clayton, Winnebago County, Wisconsin, a municipal corporation, ("Town") and G&L Properties, LLC, a Wisconsin limited liability company ("Developer Entity"), and Thomas Geiger, a natural person ("Developer Principal") (Developer Entity and Developer Principal are collectively referred to herein as the "Developer"; Developer and Town are collectively referred to herein as the "Parties").

WHEREAS, the Parties entered into that certain Development Agreement dated as of June 13, 2023 (as may be amended from time to time, the "Development Agreement") respecting the real property described below (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Winnebago County, Wisconsin to provide notice of the Development Agreement to third parties.

Recording Area

Name and Return Address:

Benjamin LaFrombois, Esq.
MG&M The LawFirm
1 S. Dearborn Street, Suite 1430
Chicago, IL 60603

Parcel Identification Number (PIN):
006-03400201

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property. The term of the Development Agreement commences as of the date thereof and terminates as provided therein.

2. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. Without limiting the generality of the foregoing, the Development Agreement contains provisions which provide for a payment in lieu of taxes in the event all or a portion of the Property becomes exempt from property taxes. A copy of the Development Agreement is available upon request from the Town at the offices of the Town Clerk.

3. This Memorandum is intended for recording purposes only to provide notice of certain terms and conditions contained in the Development Agreement and is not to be construed as a complete summary of the terms and conditions thereof. This Memorandum is subject to the Development Agreement and any amendments, modifications, alterations, renewals, and extensions of the Development Agreement. The terms and provisions of the Development Agreement are incorporated in this Memorandum by reference. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the provisions of the Development Agreement shall control. The Parties shall execute, deliver, and file of record a termination and release of this Memorandum upon the expiration or earlier termination of the Development Agreement.

LEGAL DESCRIPTION:

TWO (2) SIGNATURE PAGES ATTACHED

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the grantor clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

**G L PROPERTIES LLC DEVELOPMENT
PAYGO PAYMENT ESTIMATES**

| Mill Rates | |
|-------------------|-----------|
| 2022 tax bills | |
| Town | \$ 4.19 |
| Technical College | \$ 0.91 |
| School District | \$ 7.72 |
| Sanitary District | \$ 1.16 |
| County | \$ 5.03 |
| State tax credit: | \$ (1.28) |
| | \$ 17.73 |

Guaranteed Increment 1-1-2026 - \$4,155,000
 Maximum Payment to Developer - 10% of Guaranteed Increment \$ 415,500

| Parcel | Construction Year | Assessed Valuation Date | Tax Year | Base Value Estimated | Assessed Value | Increment Value | Estimated Tax Rate | Tax Increment | Percentage | Amount Due to Developer | Payment Date |
|---|-------------------|-------------------------|------------------------------|----------------------|----------------|-----------------|--------------------|---------------|------------|-------------------------|--------------|
| | | 1/1/2024 | 2024 tax roll collected 2025 | \$ - | \$ - | \$ - | 17.73 | \$ - | 50% | \$ - | 9/1/2025 |
| | 2024 | 1/1/2025 | 2025 tax roll collected 2026 | \$ - | \$ 2,000,000 | \$ 2,000,000 | 17.73 | \$ 35,460.00 | 50% | \$ 17,730.00 | 9/1/2026 |
| | 2025 | 1/1/2026 | 2026 tax roll collected 2027 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2027 |
| | | 1/1/2027 | 2027 tax roll collected 2028 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2028 |
| | | 1/1/2028 | 2028 tax roll collected 2029 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2029 |
| | | 1/1/2029 | 2029 tax roll collected 2030 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2030 |
| | | 1/1/2030 | 2030 tax roll collected 2031 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2031 |
| | | 1/1/2031 | 2031 tax roll collected 2032 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2032 |
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| | | 1/1/2034 | 2034 tax roll collected 2035 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2035 |
| | | 1/1/2035 | 2035 tax roll collected 2036 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2036 |
| | | 1/1/2036 | 2036 tax roll collected 2037 | \$ - | \$ 4,155,000 | \$ 4,155,000 | 17.73 | \$ 73,668.15 | 50% | \$ 36,834.08 | 9/1/2037 |
| Total Payments - Maximum \$415,500 | | | | | | | | | | \$ 415,500.00 | |

MEMORANDUM

Business Item E

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a revised design for the New Town Logo.

The Board asked Staff to provide revised designs with more color variation for their consideration. Included are both color and B/W options.

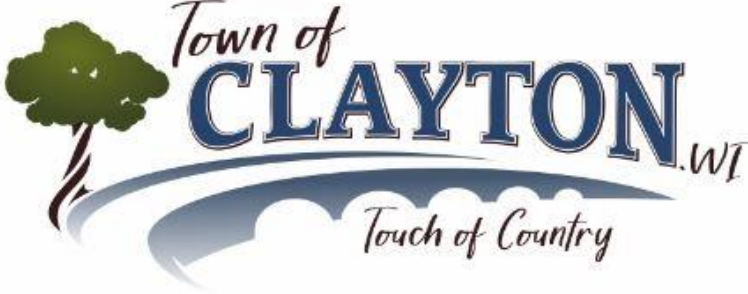
Suggested Motion:

Motion to approve as presented the new Town Logo and direct Staff to begin updating all Town materials containing the old imagery.

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

Respectfully Submitted

Kelsey



6/16/2023 8:39 AM Reprint Check Register - Quick Report - Regular Page: 1
ACCT

NICOLET NATIONAL BANK (POOLED)

ALL Checks

Posted From: 6/03/2023 From Account:
Thru: 6/16/2023 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|---|-----------|
| 30126 | 6/07/2023 | AFS BALL BEARING/BRAKE CLEANER/LABOR/TAPE | 97.44 |
| 30127 | 6/07/2023 | AIT BUSINESS TECHNOLOGIES LLC MONTHLY IT SERVICES - JUNE | 2,375.98 |
| 30128 | 6/07/2023 | ALL-LIFT SYTEMS LLC RATCHET STRAP WITH CHAIN ANCHORS | 293.86 |
| 30129 | 6/07/2023 | ASSOCIATED APPRAISAL CONSULTANTS INC INTERNET POSTING/MAINTENANCE | 1,679.86 |
| 30130 | 6/07/2023 | AT&T MOBILITY 05232023 CELL PHONE SERVICE | 350.74 |
| 30131 | 6/07/2023 | BOARDMAN & CLARK LLP SEWER SERVICE PLAN/PSC FILING BOOSTER | 1,122.00 |
| 30132 | 6/07/2023 | CENTRAL STATES H&W FUND HEALTH INS PREMIUM 4/30 TO 5/27/23 | 14,529.60 |
| 30133 | 6/07/2023 | CINTAS CORPORATION UNIFORMS/MATS/JANITORIAL | 685.39 |
| 30134 | 6/07/2023 | CONWAY SHIELD 2% ELIGIBLE PATCH/GLOVES/LIFELINERS | 355.30 |
| 30135 | 6/07/2023 | COUNTRY VISIONS COOPERATIVE MAY OFFROAD GAS/ROADSIDE GARBAGE | 468.65 |
| 30136 | 6/07/2023 | EMERGENCY SERVICES MARKETING CORP, INC IAR SOFTWARE YR 3 (8/2/23-8/1/24) | 735.00 |
| 30137 | 6/07/2023 | FASTENAL COMPANY 2 NYLOCK | 25.54 |
| 30138 | 6/07/2023 | FOX CITIES SIGN LLC YARD WASTE SITE SIGN | 190.40 |
| 30139 | 6/07/2023 | GLLB PROPERTIES LLC FIRE SUBSTATION JULY LEASE 2023 | 1,236.00 |
| 30140 | 6/07/2023 | HORTON GROUP INC 6/4/2023 to 6/3/2023 INSURANCE RENEWAL | 33,559.00 |
| 30141 | 6/07/2023 | IPR CLAYTON LLC JUNE LEASE PAYMENT | 14,500.00 |
| 30142 | 6/07/2023 | KRUEGER TRUE VALUE RIDX/ROOT KILLER | 71.96 |
| 30143 | 6/07/2023 | LARSEN MATERIALS LLC 4 YDS PULIVERIZWED SOIL FONDATTO | 70.00 |
| 30144 | 6/07/2023 | LITTLE CHUTE ACE HARDWARE SAW WALLBOARD/HEAD LAMP/ACE SNIPS | 37.49 |

6/16/2023 8:39 AM Reprint Check Register - Quick Report - Regular Page: 2
ACCT

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| 30145 | 6/07/2023 | MANNING GROSS & MASSENBURG LLP MARCH & APRIL LEGAL SERVICES | 11,630.00 |
| 30146 | 6/07/2023 | MARTELLI, SHANNON REFUND PARK RENTAL DEPOSIT CK 1118 | 100.00 |
| 30147 | 6/07/2023 | MCPMAHON ASSOCIATES INC EAGLE HEIGHTS & AMERICAN DRIVE | 5,976.20 |
| 30148 | 6/07/2023 | N&M AUTO SUPPLY BRAKES/UNIVERSAL JOINT/VBELT/FUELFILTER | 1,147.35 |
| 30149 | 6/07/2023 | NEENAH JOINT SCHOOL DISTRICT JULY MANUF/MOBILE HOME PERMIT FEES | 377.15 |
| 30150 | 6/07/2023 | NFPA 150 FIRE AND LIFE SAFETY | 87.95 |
| 30151 | 6/07/2023 | ON-TIME MACHINING & CONSULTING SERVICES, INC FITTING | 200.00 |
| 30152 | 6/07/2023 | ONWARD ACCOUNTING AND CONSULTING LLC AUDIT/DEBT ISSUANCE/PAYGO ESTIMATES | 525.00 |
| 30153 | 6/07/2023 | PACKER CITY INTERNATIONAL 2016 INT'L BRAKES/INSPECTION | 1,650.98 |
| 30154 | 6/07/2023 | PREMIUM WATERS INC BOTTLED WATER | 50.94 |
| 30155 | 6/07/2023 | RIESTERER & SCHNELL, INC 2016JOHNDEERE REPL CARB/GASKETS/FILTER | 836.45 |
| 30156 | 6/07/2023 | SHERWIN WILLIAMS PRESSURE REGULATRO FOR 3000EX TORCH | 261.61 |
| 30157 | 6/07/2023 | STERICYCLE/SHRED-IT SHRED SERVICES | 127.76 |
| 30158 | 6/07/2023 | TRI CITY GLASS & DOOR ADJUST DOOR CLOSER ARM | 163.75 |
| 30159 | 6/07/2023 | WI DEPT OF JUSTICE aCCT G3091 BACKGROUND CHECKS | 126.00 |
| 30160 | 6/07/2023 | WI DEPT OF NATURAL RESOURCES CHAPS, CHAINSAW | 110.88 |
| 30161 | 6/07/2023 | WI DNR - ENVIRONMENTAL FEES SW MUNICIPAL GENERAL ENVIRONMENTAL FEES | 50.00 |
| 30162 | 6/07/2023 | WI MEDIA POST CRESCENT NOTICES | 186.95 |
| 30163 | 6/07/2023 | WI PUBLIC SERVICE BOOSTER PUMP 4/26 TO 5/26/23 | 232.70 |

6/16/2023 8:39 AM Reprint Check Register - Quick Report - Regular Page: 3
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| 30164 | 6/07/2023 | WI PUBLIC SERVICE STREET LIGHTING ACCT 0401903447-0004 | 621.83 |
| 30165 | 6/07/2023 | WI PUBLIC SERVICE STREET LIGHT ACCT 041903447-0008 | 292.15 |
| 30166 | 6/07/2023 | WUNDERLICH PLUMBING INC WATER CLOSET KITS/FAUCET/METER/LABOR | 334.85 |
| 30167 | 6/07/2023 | CEDAR CORPORATION PREMIER 2; VALLEY TRUCK LEASING | 16,547.54 |
| 30168 | 6/07/2023 | IPR CLAYTON LLC JULY LEASE | 14,500.00 |
| 30169 | 6/07/2023 | WM CORPORATE SERVICES INC ACCT 6-95697-72370 MAY GARBAGE/RECYCLING | 25,995.56 |
| 30170 | 6/15/2023 | CINTAS CORPORATION UNIFORMS/JANITORIAL | 792.28 |
| 30171 | 6/15/2023 | CR CANVAS SPECIALTIES INC STRAPS AND BELT | 51.28 |
| 30172 | 6/15/2023 | FOX WEST REGIONAL SEWERAGE COMMISSION MAY 2023 OPERATIONS | 6,256.72 |
| 30173 | 6/15/2023 | GARROW OIL MARKETING INC DIESEL | 2,186.40 |
| 30174 | 6/15/2023 | KRUEGER TRUE VALUE BLADE | 63.00 |
| 30175 | 6/15/2023 | KS STATEBANK ACCT 3357614 2018 JD WITH 2019 TIGERBOOM | 21,321.59 |
| 30176 | 6/15/2023 | KWIK TRIP INC ACCOUNT 00398421 GAS | 388.64 |
| 30177 | 6/15/2023 | LANGE ENTERPRISES INC 2 30X30 FARM MACHINERY SIGNS | 154.96 |
| 30178 | 6/15/2023 | MANNING GROSS & MASSENBURG LLP LEGAL SERVICES THROUGH MAY 31, 2023 | 8,722.95 |
| 30179 | 6/15/2023 | MCPMAHON ASSOCIATES INC BUILDING INSPECTOR CONSULTING SERVICES | 1,122.50 |
| 30180 | 6/15/2023 | MENARDS CLEANERS | 64.06 |
| 30181 | 6/15/2023 | NORTHEAST ASPHALT INC 3/4" dense | 443.70 |
| 30182 | 6/15/2023 | RHYME BUSINESS PRODUCTS COPIER LEASE | 742.86 |

6/16/2023 8:39 AM Reprint Check Register - Quick Report - Regular Page: 4
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| 30183 | 6/15/2023 | RIESTERER & SCHNELL, INC V-BELT | 387.73 |
| 30184 | 6/15/2023 | WI PUBLIC SERVICE ACCT 042114819-00001 TOC PARK | 63.11 |
| 30185 | 6/15/2023 | WI PUBLIC SERVICE ACCT 0401903447-00022 GENERATOR | 21.91 |
| 30186 | 6/15/2023 | WINNEBAGO COUNTY TREASURER CONSTRUCTION/DEMO/WOOD | 20.00 |
| 30187 | 6/15/2023 | CHARTER COMMUNICATIONS INTERNET | 159.98 |
| 30188 | 6/15/2023 | CONWAY SHIELD GLOBE SHADOW XF W/ARTIC GRIP | 1,166.11 |
| Grand Total | | | 198,647.59 |