

January 9, 1996

Special Meeting

1.

The Taycheedah Town Board met with Harlin Keisow from East Central Planning. The special meeting was held at 6:30 P.M., at the town hall. A few members of the Plan Commission were in attendance. Mr. Kiesow advised the Board about developing a long range plan.

January 9, 1996

Monthly Meeting

The monthly meeting of the Taycheedah Town Board was held on Tuesday, January 9, 1996, at 7:30 P.M., at the town hall. Members present were: Chairman James Huck, Supervisors: Mike Nett and Mark Kirschling.

The minutes of December's monthly meeting were approved as read by the Clerk.

Mike Immel, agent for Rural Insurance gave his yearly review of the Town's insurance coverage. The following items needed to be added to the policy: the Road Supervisor's cellular phone, the Clerk's computer, and the navigational beacon at Fisherman's Road boat landing. Mr. Immel also advised raising the Town's liability coverage which is currently 1 million dollars. The Board will increase it to 4 or 5 million depending on the premium increase.

The Plan Commission met on Monday, January 8th, to make a recommendation to the Town Board on the rezoning request from Jim Emerich. Mr. Emerich wishes to rezone a 3.12 acre parcel located just South of Lloyl McLeod's home on Highway 151 from Ag-Transitional to Business. Ed Braun motioned to recommend approval of the rezoning, no second to the motion. Motion failed for lack of a second.

Jim Huck motioned to approve the rezoning request of Lloyl McLeod's property described as: Commencing at the NW Corner of Section 29, T.16N.R.18E., S.89-43-43 E. 1693.32' to the westerly right of way of USH 151, thence S.4-24-13W., 184.00' along said right of way, thence S.6-51-13W., 7.00' along said right of way to the Point of Beginning of this description, thence S.6-51-13W., 221.00' along said right of way and the east line of the parcel, thence continuing along said right of way and the easterly line of this parcel S.9-19-09E., 123.41', thence N.87-13-15 W., 425.09', thence N.2-05-55E., 322.67', thence S.89-44-36E., 419.16' to the Point of Beginning and the end of this description. Said parcel contains 136,293 square feet of 3.12 acres more or less, from Ag to Business, no second to the motion. Motion failed for lack of a second.

Certified Survey from Lloyl McLeod was brought before the Board. The land was not rezoned. Mr. McLeod's Certified Survey will be sent back to the Fond du Lac County Planning Department.

Certified Surveys from Ken Sippel and Ron West were considered by the Board. Mike Nett motioned to accept the Certified Survey Maps as submitted, Mark Kirschling seconded. Motion carried.

Ken Ogie's Junkyard License renewal application was considered. Jim Huck motioned to approve the license application from Trans American Recovery Services Inc., after inspection by the Town Building Permit Issuer and his approval that the parcel is in compliance with the Town's Zoning Ordinance. Seconded by Mike Nett, motion carried.

The language in the Zoning Ordinance pertaining to substandard lots was discussed. Mike Nett made a recommendation to update and revise the substandard lot

January 9, 1996

Monthly Meeting

2.

section, with approval of the Plan Commission. The Board will ask the Town's attorney what his opinion is on the issue.

Mark Kirschling motioned to change the night of the monthly meeting to the second Monday of the month, Mike Nett seconded. Motion carried.

Mike Nett motioned to approve the town bills (order #1-54), seconded by Jim Huck. Motion carried.

Jim Huck motioned to go into closed session, seconded by Mike Nett. Motion carried.

The Board discussed employee performance and compensation.
Mike Nett motioned to adjourn, seconded by Jim Huck. Motion carried.

Dated: January 12, 1996

Attest. Brenda A. Schneider

Brenda A. Schneider
Taycheedah Town Clerk

January 20, 1996

Special Meeting

1.

The Town Board members met with Town Board members from Town of Empire, Town of Fond du Lac, and Town of Friendship to discuss negotiation strategy with regard to a proposed intergovernmental agreement between the Towns and the City of Fond du Lac.

Dated: January 24, 1996

Attest: Brenda A. Schneider

Brenda A. Schneider

Taycheedah Town Clerk

The February monthly meeting was held on Monday, February 12, 1996, at 7:30 P.M., at the town hall. Members present were: Chairman James Huck, and Supervisor Mark Kirschling.

The minutes of the January 9, 1996, were approved as read by the Town Clerk.

The Plan Commission met at 7:00 P.M., on Monday February 12 to make a recommendation to the Town Board in regards to a rezoning request from Lloyl McLeod. Mr. McLeod wishes to rezone two parcels with a total of 7 acres from Ag-Transitional to Residential. The Plan Commission had a motion and a second to recommend that the Town Board approve the rezoning request.

Jim Huck motioned to approve Lloyl McLeod's rezoning request from Ag-Transitional to Residential, Mark Kirschling made an amendment to motion to approve the rezoning request contingent upon receipt of all previous fees incurred for previous rezoning request of the property. Jim Huck seconded the amended motion, motion carried. Mark Kirschling seconded the original motion, motion carried. The rezoning of Lloyl McLeod's seven acres near his home on Hwy. 151, five acres in Section 29 and two acres in Section 20, will be Amendment No. 29 to the Town's Zoning Ordinance.

Jim Huck motioned to approve the Certified Survey from Lloyl McLeod, contingent upon the completion of the rezoning (publishing and posting of Amendment No. 29), seconded by Mark Kirschling. Motion carried.

Trans American Recovery Service's Junkyard Application was reviewed. The Town's Permit Issuer, Bob Lewis visually inspected the property. The Board is unsure of the set-back, size and location of the junk, lot lines, and location of the fence on the property. Mr. Ogie did not include this information on his application. The Clerk was directed to return the application to Mr. Ogie so that he may add the necessary information.

Jim Duley approached the Board in regards to the property he owns in Peebles, commonly known as DuNett's Supper Club. Well over 12 months ago, a fire caused considerable damage to the building. Mr. Duley has a potential buyer, who would like to repair and remodel the building in its current location. The Town's Zoning Ordinance, Section 4.113 dealing with nonconforming uses, states **If a nonconforming use of a building or premises is discontinued for a period of 12 months, any future use of the building or premises shall conform to the regulations for the district in which it is located**, thus the building has lost it's "nonconforming use" status. Mr. Duley and Mr. Waldschmidt, the potential buyer questioned the variance process. Jim Huck will call the Town's attorney to ask if this situation can be appealed.

Drug and Alcohol Testing was discussed. The Board needs to consider what disciplinary action will be taken if a town roadwork employee tests positive for alcohol or drugs. The Board decided to have a meeting on Monday, February 26, at 7:30 P.M., in order to research the issue further. The Clerk will call Bellin Drug Test Management to obtain additional information packets.

Mark Kirschling motioned to approve the purchase of a power grease gun for the Town Garage, seconded by Jim Huck. Motion carried.

The Clerk asked the Board if a townwide newsletter was going to be compiled. Several Board members and residents had ideas about the various information that could be printed in the newsletter. The Board will discuss the newsletter further at the February 26th meeting.

The Clerk is having some difficulty receiving payment for publication from some of the applicants that have requested hearings before the Board of Appeals. Mark Kirschling motioned to raise the Board of Appeals hearing fee to \$100.00, (adding \$25.00 for deposit on the publication fees), the difference of which would be refunded or charged to the applicant after the publication, Jim Huck seconded. Motion carried.

The Clerk questioned the possibility of forming a Historical Committee to sift through huge piles of records stored in the vault. The former Clerk of 40 years is very interested in being on the committee. There was no resolution at this time to form the committee.

Jim Rosenthal questioned the Board on the process of rezoning some of his land next to his home. He has an interested buyer that would like to erect a greenhouse. Mr. Rosenthal questioned whether the property would need to be rezoned from Ag-Transitional to Business. The zoning map was consulted for other business district parcels in the area. An answer to the need to rezone question was inadvertently not given.

Jim Huck motioned to approve the town bills (order #55-117), seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to adjourn the meeting, seconded by Mark Kirschling. Motion carried.

Dated: February, 16, 1996

Attest, Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

February 26, 1996

Special Meeting

1.

The Town Board met on Monday, February 26, 1996, at the Town Hall.
Members present: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling.

Agent Doug Baird for Public Employees Benefit Services Corp., gave a brief presentation about a deferred compensation plan.

Jim Huck motioned to pass a resolution to adopt the United States Conference of Mayors Deferred Compensation Program, all town employees and elected officials will be eligible to participate, seconded by Mike Nett. Motion carried.

Mike Nett motioned to adopt the Fond du Lac County Controlled Substance & Alcohol Testing Policy, with rewording to make it suitable for the town, as the policy covering the Town of Taycheedah employees. Seconded by Jim Huck, motion carried.

The last draft of the Intergovernmental Agreement was discussed. The Board had met once in the past with the Board members of the Towns' of Empire, Friendship and Fond du Lac. The Board would like to meet once more with the other Town Boards. The Town Board will have to hold a public meeting on the Agreement in the near future.

Mike Nett motioned to adjourn the meeting, seconded by Jim Huck. Motion carried.

Dated: March 1, 1996

Attest.



Brenda A. Schneider

Taycheedah Town Clerk

The Taycheedah Town Board held the March monthly meeting on March 11, 1996, at the town hall. Members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett.

The Plan Commission met on March 11, at approx. 7:00 P.M., to consider a recommendation to the Town Board in behalf of Dan LaFleur. Mr. LaFleur requests a rezoning of 20.9 acres next to Cheetah Meadows subdivision in the Village of Taycheedah. Mr. LaFleur requests a change from Ag-Transitional to Residential. The Plan Commission recommended approving Mr. LaFleur's rezoning request by the following vote: 3 yes, 2 abstaining, 1 absent, 1 resigned.

The Town Board intensely considered Mr. LaFleur's rezoning request. Mike Nett abstained from the discussion and refrained from voting on the rezoning issue. Mark Kirschling motioned to rezone to residential the Dan Lee and Marilyn LaFleur property in the Village of Taycheedah but the rezoning does not take effect until the following has been met:

1. a drainage plan that meets the satisfaction of the Town Board
2. a final plat is presented and meets the satisfaction of the Town Board
3. noise abatement and visual screening along the West right-of-way of proposed US Hwy 151 is addressed to the satisfaction of the Town Board
4. if the final plat indicates Spring Street would be utilized, a developers agreement must be completed and signed including bonding from the applicants Dan Lee and Marilyn LaFleur saying they are fully responsible for all the construction costs of Spring Street

seconded by Jim Huck. Motion carried. The LaFleur rezoning will become Amendment No. 30 to the Town of Taycheedah Zoning Ordinance.

Northeast Asphalt's 1996 Blasting Permit application was to be reviewed. N.E. has submitted a completed application and the proper fee but has not submitted a revised map. A representative from N.E. did not appear at the meeting. The blasting permit application review was tabled.

Ken Schmitz, owner of Ken's Retreat, requested closure of local streets on May 18, for a fishing tournament. Mr. Schmitz was unable to attend so the request was tabled.

The Clerk notified the Board of a publication fee increase implemented by The Reporter in Jan. '96. Because of the increase, current publication deposit rates are not sufficient to cover normal publication expenses for Plan Commission and Appeals Board hearings. Jim Huck motioned to raise the publication deposit for Plan Commission hearings to \$150.00, seconded by Mike Nett. Motion carried. Jim Huck motioned to raise the Appeals Board hearing fee to \$125.00, fee includes the \$50.00 publication deposit, seconded by Mark Kirschling. Motion carried.

A Certified Survey was received from Melvin Diederichs. The parcel is located at the intersection of Schaefer Road and Hwy. 149. Mike Nett motioned to approve the Certified Survey Map from Melvin Diederichs as submitted. Jim Huck seconded, motion carried.

The Board recently received the remainder of the rough draft of the codification. Jim Huck will call Atty. John St. Peter to see when a meeting can be set to review the rough draft.

The proposed Annual Report was presented to the Board. Jim Huck motioned to approve and accept the Annual Report as presented, seconded by Mark Kirschling. Motion carried.

The Board will present the Intergovernmental Agreement to the township at the Annual Meeting on April 9.

The Assessor questioned the Board on the possibility of hiring professional help to aid him in bringing our market value back up to or near 100%. We are currently at 82%. Within the next couple of years, the Town will need to be at or near 100%. It was suggested that the Town set aside money each year for appraisal help.

Mike Nett motioned to approve the Town bills (order #118-165), seconded by Jim Huck. Motion carried.

Mike Nett motioned to adjourn the meeting, seconded by Jim Huck. Motion carried.

Dated: March 15, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

The April monthly meeting was held at 7:30 P.M., on April 8, 1996, at the town hall. Members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett.

The minutes of the March 11, 1996, meeting were read by the Clerk. Mike Nett motioned to accept the minutes as read, seconded by Mark Kirschling. Motion carried.

Jim Rosenthal had requested a rezoning of the property just South of his residence, from Residential to Business. The Plan Commission met 7:00 P.M., on April 11. Mr. Rosenthal asked that the rezoning request be tabled in order to allow time for the Town Board to begin the Long Range Comprehensive Plan. The Plan Commission will reconvene on Jan. 6, 1997, at 7:00 P.M., to make a recommendation to the Town Board in Mr. Rosenthal's behalf.

Mike Nett motioned to accept Ken Ogie's Junkyard License application, seconded by Jim Huck. Motion carried.

Chairman Jim Huck reaffirmed and appointed the following people to the Plan Commission:

Mark Kirschling	Board member	1yr.	expires 1997
Ed Braun	citizen member	3yr.	expires 1999
Dan Belzer	citizen member	3yr.	expires 1998
Gale Burg	citizen member	3yr.	expires 1997
Richard Schmitz	citizen member	1yr.	expires 1997
Joe Thome	citizen member	1yr.	expires 1997
Dale Klitzke	citizen member	1yr.	expires 1997

Jim Huck motioned to approve Johnsburg Athletic Club's and St. Peter Athletic Club's Class B, 6 month Fermented Malt Beverage License, seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to approve Jim Emerich's Certified Survey Maps of Lots 1, 4, 5, 6, & 7 located at Lakeview Road and Silica Road in Section 16, seconded by Mark Kirschling. Motion carried.

Mike Nett motioned to accept Donald French's Certified Survey Maps of Lots 1 & 2 located on Fine View Road in Section 29. Motion carried.

Jim Huck motioned to approve Elizabeth Eppli's Certified Survey Maps of Lots 6, 7, 8, 9, 10, & 11 located on Linden Ct. in Section 28, seconded by Mike Nett. Motion carried.

Northeast Asphalt's 1996 Blasting Permit application was reviewed. N.E presented the Board with an updated map of the quarry. Mark Kirschling motioned to approve Northeast's Blasting Permit (#96-1), seconded by Jim Huck. Motion carried.

Tim Preston, Road Maintenance Supervisor requested additional electrical outlets be installed in the Town Garage. Tim was instructed to get a bid from Bud Sabel and submit it to the Board.

The Pacer Computer Road Maintenance Program was discussed. The Board will rate the town roads when they do their Spring road inspection.

April 8, 1996

Monthly Meeting

2.

Mark Kirschling suggested a platform ladder on wheels be purchased for use in the Town Garage. The Board is considering the purchase.

The Clerk asked the Board if clarification is needed to the Blasting Permit liability limit on temporary permits for farm use. Clarification could be inserted in the codification therefore publication would not be required.

Jim Huck motioned to contribute \$200.00 to the American Legion/Abler-Engel Post, per their request, to feed the elderly in the area, seconded by Mark Kirschling. Motion carried.

George Walker questioned when the burn pile, at the old landfill site, would be opened. The Board decided, weather permitting, the burn pile would open this month on the second Saturday.

Mike Nett motioned to approve the town bills as submitted (#166-247), seconded by Jim Huck. Motion carried.

A resident inquired about whether or not he could operate a filter cleaning business out of his home.

The Board will contact the State to ask if a street light could be installed at Kiekhaefer Pkwy. and Hwy. 151.

Mike Nett motioned to adjourn, Mark Kirschling seconded. Motion carried.

Dated: April 11, 1996

Attest.



Brenda A. Schneider

Taycheedah Town Clerk

NOTE: PLAN COMMISSION

Mark Kirschling appointed to a 1 yr. term as Board Member

Ed Braun appointed to a 3 yr. term previously held by Dale Klitzke

Dan Belzer appointed to finish Mark Diederichs' vacated 3 yr. term

Gale Burg reaffirmed to complete his current 3 yr. term

Dale Klitzke appointed to a 1 yr. term previously held by Dan Belzer

Richard Schmitz appointed to a 1 yr. term previously held by Ed Braun

Joe Thome appointed to a 1 yr. term replacing Chairman James Huck

As per codification, Plan Commission was reduced to one Board member and increased by one citizen member.

April 15, 1996

Informational Meeting

1.

The Taycheedah Town Board met at 7:30 P.M., on Monday, April 15, for an informational meeting to present the Intergovernmental Boundary Agreement with the City of Fond du Lac. Members present were: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling. Also present was the Town's attorney, John St. Peter.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: April 18, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

The May monthly meeting was held at 7:30 P.M., on May 13, at the Town Hall. Members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett.

The minutes of the April 8 meeting were approved as read by the Clerk. Jim Huck motioned to accept the RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH CITY OF FOND DU LAC as read by the Clerk, seconded by Mike Nett. Motion carried. (Copy attached)

Jim Huck motioned to approve Ken Schmitz's request to close Winnebago Street from Hwy 151 to Golf Course Drive from noon til 5:00 P.M. on May 18th for a fishing tournament, seconded by Mark Kirschling. Motion carried.

Resident requested discussion pertaining to possible buried fuel tanks on a vacant lot in the Village of Taycheedah. The lot was formerly a filling station and motel and is now for sale. Jim will find out who the owner is and inform them that the lot needs to be excavated to see if there are any tanks.

The hiring of a firm to do a long range comprehensive was discussed. The Board members and Plan Commission members present were polled for their opinions. Mark Kirschling motioned that we hire Mid-America Planning Services as noted with his proposal dated Jan. 4th, 1996 with the revision of adding an official town map and evaluate engineering services provided by a Town of Taycheedah consulting engineering firm provided for storm water planning, seconded by Jim Huck. Motion carried 2 aye, 1 opposed. (Mike Nett voting no.)

The preliminary plat from Dan LaFleur of Cheetah Meadows was reviewed. Jim Huck motioned to preliminarily approve the preliminary plat of Cheetah Meadows, subject to all necessary State, County, and local approvals of the final plat, seconded by Mark Kirschling. Motion carried. Mike Nett refrained from the vote.

The Appeals Board terms of John Wagner and Adrian Schmitz are expiring. Chairman Jim Huck motioned to appoint Steve Reid and Jim Rosenthal II to replace John Wagner and Adrian Schmitz for three year terms, and to reaffirm Robert Holzman, John Buechel, Lance McClellan and Leo Michels as the alternate, seconded by Mike Nett. Motion carried.

Certified Surveys from Jim Emerich for 1.61 acres in Section 21 (his homestead) and from Bernie Simon for 2.68 acres in Section 13 were reviewed. Jim Huck motioned to approve Certified Surveys from Bernard Simon and James Emerich, seconded by Mark Kirschling. Motion carried.

John Hettwer requested to be allowed to operate a private business out of his home. Mike Nett motioned to direct the Clerk to send written recommendation to Mr. Hettwer that the Board has no objection to his request based upon the details in his letter dated 4/9/96, seconded by Jim Huck. Motion carried. (letter attached)

Jim Huck motioned to approve the town bills as submitted (order nos. 248-294), seconded by Mike Nett. Motion carried.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: May 18, 1996

May 13, 1996

Monthly Meeting

Attest. ^{2.} Brenda A. Schneider

Brenda A. Schneider
Taycheedah Town Clerk

Town of Taycheedah
Fond du Lac, Wisconsin

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
WITH CITY OF FOND DU LAC

WHEREAS, the Town Board finds that it is in the Town's best interest to enter into an agreement with the City of Fond du Lac calling for orderly, planned growth and the provision of appropriate, cost-effective municipal services for development; and

WHEREAS, the Town Board finds that orderly boundaries between the Town and the City will promote the more efficient provision of services for all units of government; and

WHEREAS, the Town Board finds that the agreement will encourage development within the Town to replace tax base lost to due to City growth; and

WHEREAS, the Town Board finds that the agreement will prevent unplanned development, leading to urban sprawl, and will protect the Town's natural resources; and

WHEREAS, the Town Board finds that the agreement will promote quality development within the Town; and

WHEREAS, the Town is entering into this agreement pursuant to its powers under sec. 60.22 Stats., sec. 60.23 Stats., sec. 60.52, Stats., sec. 60.62 Stats., sec. 60.77 Stats., sec. 60.82 Stats., sec. 66.03 Stats., and sec. 66.30 Stats. The preceding recitation is not intended to be exclusive. The Town Board intends to exercise all statutory and common law rights that may support the authorization and participation of the Town in the proposed intergovernmental agreement with the City.

RESOLVED, that the Town Chairperson and the Town Clerk are authorized and directed to sign the latest draft of the intergovernmental agreement with the City of Fond du Lac; and

FURTHER RESOLVED, that the appropriate Town officers and agents are authorized and directed to take whatever action is necessary to implement the agreement according to its stated terms.

Dated this 13 day of MAY 1996.

James R. Huck
Town Chairperson

Attest:

Brenda A. Schneider
Town Clerk

INTERGOVERNMENTAL AGREEMENT AMONG
THE CITY OF FOND DU LAC AND
THE TOWNS OF FOND DU LAC, EMPIRE, TAYCHEEDAH AND FRIENDSHIP
AND THE RESPECTIVE TOWN SANITARY DISTRICTS
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
WITHIN AGREED-UPON MUNICIPAL BOUNDARIES

This Agreement is entered into by and among the City of Fond du Lac ("City"), and the Towns of Fond du Lac ("TFDL"), Empire ("Empire"), Taycheedah ("Taycheedah") and Friendship ("Friendship") and the various town sanitary districts (referred to collectively as "the Towns"). The purpose of the Agreement is to set forth the procedures, terms and conditions by which the parties wish to achieve the following mutual goals pursuant to Section 66.30 of the Wisconsin Statutes:

Orderly, planned growth for the City and the Towns and the provision of appropriate, cost-effective municipal services for such development;

Orderly boundaries between the City and the Towns, promoting cost-effective provision of services and more efficient operation of all units of government;

Continual City growth to provide the City with an ever-renewing and expanding tax base and a pool of citizen leadership;

Continual development for the Towns to replace tax base lost due to City growth, so that the Towns may also have an ever-renewing and expanding tax base and a pool of citizen leadership;

Promotion of diversity and balanced development in the City and the Towns;

Prevention of unplanned development leading to urban sprawl, and protection of the area's natural resources, including its lakes, streams, rivers, wetlands, and woodlands; and

Promotion of quality development in the City and the Towns.

ARTICLE I
PLANNING AND GROWTH AREAS

1.1 City Growth Areas. Attached and incorporated by reference is an 11 x 17 inch map (as noted on the attached Schedule of Maps) marked MAP EXHIBIT A and dated July, 1995, placed upon the City of Fond du Lac proposed comprehensive plan map at a scale of one inch equals 3,000 ft., showing 9,800 acres of existing City development, and 5,100 acres identified as "City Growth Area," a

total of 14,300 acres. The City Growth Areas consist primarily of currently undeveloped land that the parties acknowledge is to be developed within the City's municipal boundaries. The City Growth Areas are intended to be sufficient for well beyond 20 years of City growth. The territory within the City Growth Areas will be developed with sewers in conformance with the City's comprehensive plan.

1.2 Town Planning and Growth Areas. Attached and incorporated by reference is a group of six maps, one at 8-1/2 x 11 inches and five at 11 x 17 inches, as shown on the attached Schedule of Maps, and marked EXHIBIT B-1 through EXHIBIT B-6, all utilizing a US Geological Survey base map enlarged to one inch equals 1,000 ft., with ten ft. contour intervals, showing individual areas that total 2,800 acres of Town Growth Areas. Some maps also show additional Town Planning Areas, which total 5,900 acres, and including respective Town Growth Areas. The Town Planning Areas and Town Growth Areas include areas of existing development and adjacent areas that the parties acknowledge is to be developed within the Towns' municipal boundaries. The Town Planning and Town Growth Areas are subject to modification as provided in section 1.3, below. The Town Growth Areas depict areas expected to develop simultaneously with City development areas. The Town Planning Areas depict adjacent lands which may develop later than Town Growth Areas, or in lieu of specific parcels within the Town Growth Areas. Therefore, the parties agree that the Towns may employ planning standards in both areas for roads, utilities and other public facilities which include the ultimate capacity of the Town Planning Areas.

1.3 Boundaries Of Planning and Growth Areas. The parties agree that the Planning and Growth Areas identified for each party have been determined after considerable negotiation and, as so delineated, serve the best interests of each of the parties. No party will seek or allow, through any annexation or detachment process, any change in the delineated boundaries that would be contrary to the terms of this Agreement, unless the change is by mutual consent of the City and the affected Town. Each party retains the right to determine the sequence of sewer development of each specific parcel of land within its Growth Areas, and to exchange like numbered acres of sewer land between its designated Sanitary Sewer Service Area boundaries and land outside said boundaries, and for Towns, the right to exchange like numbered acres of sewer land between Town Growth Areas and Town Planning Areas. Sewer development may occur in Town Planning Areas, without the requirement to exchange acreage, if 75% of the developable land within the Town Growth Areas has been developed. Land exchanged from Planning Areas to Growth Areas must be contiguous to the Growth Areas.

1.4 Unsewered Development in Towns. The Towns also reserve the right to permit unsewered development on land outside of City Growth Areas, provided the development is consistent with the relevant Town's comprehensive plan, which plan will not be adopted or amended without providing the City with an opportunity to comment thereon. While the City's right to comment on the Town(s)' comprehensive plan shall not be construed as a right to approve or disapprove of the plan or its components, the Towns will consider the City's comments before adoption or amendment of their plans. The City acknowledges that the preparation and adoption of a comprehensive plan is a lengthy process and that it would be unreasonable to prohibit all development until the comprehensive plan has been adopted. Therefore, the Towns may rezone land and permit unsewered development outside of City Growth Areas between the date of this agreement and the date of the adoption of a comprehensive plan, provided the City is given the opportunity to comment on the proposed rezoning and development before action is taken by the relevant Town. The relevant Town will consider the City's comments before rezoning the property.

1.5 City/Town Road Boundaries. Where a road is proposed in an annexation to serve as a boundary between the City and a particular Town, the governments will discuss the exact location of the boundary in order to avoid jurisdictional confusion over the governmental services to be provided within or by way of that segment of highway. The particular Town will cooperate with the City on the City's reconstruction of the road to urban standards according to the City's capital improvement program. The City must obtain the Town's consent before the Town is financially obligated to pay for any portion of the reconstruction of the relevant road.

ARTICLE II DEVELOPMENT WITHIN CITY GROWTH AREAS

2.1 General Agreement. The City and the Towns covenant to take action, or refrain from taking action, as set forth in this Article II, with respect to those areas delineated as City Growth Areas.

2.2 Town Covenants. The Towns agree as follows concerning the City Growth Areas:

(a) The Towns will cooperate to maintain currently undeveloped lands in an undeveloped state, in order to preserve them for future City development. It is acknowledged that City development of such lands may be gradual, extending over several decades.

(b) The Towns will discourage premature development by imposing and maintaining zoning classifications that do not permit, or that discourage, such development and by informing their assessors of the nature of this agreement so that assessments consistent with preserving land until needed by the City are promoted to the extent allowed by assessment laws.

(c) The Towns will approve changes in zoning classifications only after consultation with, and the agreement of, the City. Consultation by the Towns, and the agreement or disapproval of the City, shall be in writing. Failure of the City to respond within 45 days of notice shall be deemed an approval. Failure of a Town to abide by the City action of disapproval shall void the subject amendment.

(d) To the extent authorized by law, the Towns will refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of notice shall be deemed an approval. Failure of a Town to abide by the City action of disapproval shall void the subject amendment.

(e) The Towns will not challenge any annexation that is in accordance with the terms of this Agreement. The Towns and the Town Sanitary Districts agree not to judicially oppose any annexations that are consistent with the terms of the agreement. The Towns also agree not to financially support anyone who opposes or contests any such annexation. The City further agrees to meet with Town officials prior to or shortly after the filing of any annexation petition to discuss matters of mutual concern. If any Town or any Town Sanitary District is impleaded in any annexation lawsuit by a party other than the City, the Town or the Town Sanitary District will immediately stipulate that it does not oppose the contested annexation. The Town or the Town Sanitary District will also cooperate with the City on the dismissal of the Town or the Town Sanitary District as a party to the relevant lawsuit. The Towns agree that the City may exercise powers pursuant to sec. 236.10(4), Stats., for the approval of all subdivision plats and land divisions (certified survey maps) within the annexation territory if the Towns breach this subsection. The City's authority under the preceding will include, without limitation, the right to require full compliance by all proposed subdivision plats and land divisions with all City land subdivision regulation ordinance requirements then in effect.

(f) Except as authorized under Section 1.3 above, the Towns will not extend sewer service from Sanitary Districts located within the boundaries of the Town Growth Areas into territory located beyond the boundaries of the Town Growth Areas. The preceding does not apply to the creation of new Sanitary Districts located beyond the boundaries of the Town Growth Areas or the extension of sanitary sewers of existing Sanitary Districts that are located beyond the boundaries of the Town Growth Areas, provided (i) the relevant sewers are being installed to service existing development only and not intervening undeveloped land, and (ii) that all such actions conform to the Town's comprehensive plan.

(g) The Towns will refuse to permit sanitary sewer hookups or extensions in City Growth Areas prior to annexation or City permission.

(h) The Towns will cooperate with the City to carry City-generated sewage in Town sewer lines at volume-based fees, excluding "hook-up" and other capital-related fees. The Town will levy its quarterly volume-based service charges to the City, not to the residents involved.

(i) The Towns will utilize any planning and construction standards proposed by the City for new or reconstructed roads, utilities and other public facilities in these areas, which are based upon the ultimate development capacity of said areas. The preceding does not apply to the maintenance or repair of existing roads.

2.3 City Covenants. The City agrees as follows concerning the City Growth Areas:

(a) The City will annex territory from City Growth Areas whenever orderly, planned development reasonably dictates that the land should be developed within the City. Where developed land is presently contiguous to the City on several sides, the City will encourage annexation in order to eliminate problems associated with duplication of services, or difficulties in provision of services due to illogical municipal boundaries.

(b) If the City annexes land located in City Growth Areas, it will reimburse the relevant Town for any road or utility expenditures made by the Town within 10 years of the annexation date on a prorated basis related to the lifespan of the improvement. Each Town shall present reasonable proof of such expenditure. At the time of making improvements which a Town feels may qualify for this reimbursement, it is encouraged, but not required, to notify

the City prior to making the improvements. Ordinary repair and maintenance is not covered by this reimbursement policy. Only improvements constructed to standards agreed to by the City are eligible for this reimbursement.

ARTICLE III

DEVELOPMENT WITHIN TOWN PLANNING AND GROWTH AREAS

3.1 General Agreement. The City and the Towns covenant to take action, or refrain from taking action, as set forth in this Article III, with respect to those areas delineated as Town Planning and Growth Areas.

3.2 City Covenants. The City agrees as follows concerning the Town Planning Areas and the Town Growth Areas:

(a) The City will not annex any land from Town Planning Areas or Town Growth Areas without the relevant Town's prior written consent. A written request for consent will be submitted to the Town upon receipt of an annexation petition. The Town will respond in writing to such a request within 45 days.

(b) The City will permit, without requiring annexation, extension of sanitary sewer services within the Town Growth Areas as provided in the 1977 Agreement for Transportation and Treatment of Wastewater Between the City of Fond du Lac and Various Outlying Entities, and subject to any successor agreements; and cooperate fully with extension of sanitary sewer services by the Towns or their sanitary districts, provided that the design and operations plans are acceptable to the City and that the interceptor capacity is adequate to accept such projected quantities of wastewater.

(c) The City will not unreasonably withhold approvals necessary under applicable State, County and local laws, regulations, or ordinances to all divisions of land, sewer extensions, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances, and regulations. City objections must be stated in writing and with specificity.

(d) Subject to the conditions below, the City will grant all approvals necessary to permit the sewer connections of Empire Sanitary District No. 1 (Lake De Neveu), Empire Sanitary District No. 2 (Mary Hill Park), Empire Sanitary District No. 3 (Fourth Street/Ravera Heights), the Valley Creek Subdivision area in the Town of Fond du Lac Sanitary District No. 4, and the homes on Highway 23 west of Esterbrook Road adjacent to Town of Fond du Lac Sanitary

District No. 3, as they exist as of the effective date of this Agreement, to the Regional Wastewater Treatment Plant in accordance with the terms and conditions of the 1977 Wastewater Agreement or any successor agreement. The preceding is not intended to abrogate the City's statutory and regulatory engineering review and approval powers applicable to sewer connections to the City's sewer system.

3.3 Town Covenants. The Towns agree as follows concerning the Town Planning Areas and the Town Growth Areas:

(a) The Towns will require neighborhood development planning prior to further development, containing population and density projections sufficient to identify and calculate future sewer capacity needs.

(b) The Towns will require neighborhood development plans prior to development that address storm water control issues of concern to both the Towns and the City (where the development could adversely affect storm water flows within the City's municipal boundaries or City Growth Areas). The Towns will cooperate with the City in the implementation of applicable Wisconsin Priority Watershed projects.

(c) The Towns will plan sewer service growth areas in conformance with their comprehensive plans.

(d) The Towns will provide notice to the City prior to new commercial or industrial development (including billboards), abutting or within 300 feet of Federal or State highways. The City will comment on the development plans to assure highway accessibility, aesthetics, and appropriate building design, site landscaping as well as paved surfaces for drives and parking. The City may waive its right of comment for a particular Town after that Town has adopted and successfully administered amendments to its land division and/or zoning ordinances.

(e) The Towns will include in the neighborhood plans of (a) and (b) herein, together with implementing Town zoning changes, a range of housing types that tends to create a diversity of population within the Towns, as compared to county or metropolitan averages.

(f) The Towns will provide the City with the first right and exclusive option of offering water service to any Town Planning and Growth Areas, without annexation, if regulatory approval is being sought by a Town for the establishment of municipal water service in that growth area. The parties agree that this subsection does not preclude the City from offering annexation as a condition of water service, in which case the exclusive option provision above is waived.

ARTICLE IV
COOPERATION WITH GOVERNMENTAL AGENCIES

4.1 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the East Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate document requesting the approval.

4.2 Examples of Joint Requests. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

- (a) Approvals to size and cost sharing of future sanitary sewer extensions to accommodate anticipated growth over a period of 50 years, rather than the usual 20-year planning.
- (b) Approvals to size and cost sharing of future wastewater treatment plant capacity improvements to accommodate anticipated growth over a period in excess of usual planning periods, or to plan for staged capacity increases to accommodate anticipated growth several decades in advance.
- (c) Approvals for access to Federal, State or County roadways.
- (d) Stormwater management, soil erosion control, wetlands and woodlands management.
- (e) Approvals required by East Central Regional Planning Commission, including, without limitation, amendments to sewer service area boundaries and land exchanges between Planning Areas and Growth Areas.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days,

the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn and shall not thereafter be proposed for a period of 2 years after the date of the initial notice, unless a majority of the parties jointly re-submit it for consideration. The preceding does not apply to an amendment that affects only a particular Town or a particular Town Sanitary District and the City.

5.2 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks. Failure of any party to object to the activity described in the notice within 45 days of receipt of the notice shall be deemed an approval by the relevant party. Any action taken by a party in violation of the relevant notice requirement is voidable unless, under the facts of the particular case, the public interest outweighs strict enforcement of the notice requirement.

5.3 Enforceability. The parties have entered into this Agreement under the authority of Sections 60.22(3), 66.067, and 66.30 of the Wisconsin Statutes. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees.

5.4 Dispute Resolution. All disputes over the interpretation or application of this Agreement shall be resolved according to the following dispute resolution procedures:

(a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

(i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

(ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

(iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

(iv) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.

(v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. The mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

(vi) The expenses of a mediator, if any, shall be borne equally by the parties.

(b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Wisconsin Public Service Commission. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The City and the Towns will be responsible for the fees of their own arbitrator and will equally divide the fees of the third arbitrator, as well as the costs of court reporters, if any. The City and the Towns will be responsible for their own attorneys' and expert fees.

(d) The arbitration panel shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the panel is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.

(e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

5.5 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be filed with the Register of Deeds of Fond du Lac County. This Agreement may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Agreement.

5.6 Other Agreements. Except as specifically provided herein, this Agreement does not supersede prior or other contracts, agreements, Court Decisions, or Arbitration Awards between the parties. All other intergovernmental agreements among the parties, or any combination of the parties, remain in full force and effect, including without limitation, the 1977 Agreement for Transportation and Treatment of Wastewater Between the City of Fond du Lac and Various Outlying Entities. Nothing in this agreement is intended to expand the rights of the parties under the 1977 Agreement for Transportation and Treatment of Wastewater Between the City of Fond du Lac and Various Outlying Entities. All rights are reserved.

5.7 No Waiver. The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing

waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

5.8 Term of Agreement. The initial term of this Agreement shall be 20 years from the date of the last signature. No breach or violation of any of the terms of this Agreement shall operate to void or terminate this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of the Agreement.

5.9 Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.

5.10 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.

5.11 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

CITY OF FOND DU LAC

The undersigned officers of the City of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the City Council dated _____.

By: _____
Council President date

By: _____
City Clerk date

TOWN OF FOND DU LAC

The undersigned officers of the Town of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the Town Board dated _____.

By: _____
date

Chairman

By: _____
Clerk date

TSD#1 OF THE TOWN OF FOND DU LAC

TSD#2 OF THE TOWN OF FOND DU LAC

The undersigned officers of the Town Sanitary District #1 of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

The undersigned officers of the Town Sanitary District #2 of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
President date

By: _____
Secretary date

By: _____
Secretary date

TSD#3 OF THE TOWN OF FOND DU LAC

TSD#4 OF THE TOWN OF FOND DU LAC

The undersigned officers of the Town Sanitary District #3 of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

The undersigned officers of the Town Sanitary District #4 of Fond du Lac have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
President date

By: _____
Secretary date

By: _____
Secretary date

TOWN OF EMPIRE

The undersigned officers of the Town of Empire have executed this Agreement pursuant to a duly adopted resolution of the Town Board dated _____.

By: _____
Chairman date

By: _____
Clerk date

TSD#1 OF THE TOWN OF EMPIRE

The undersigned officers of the Town Sanitary District #1 of Empire have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

The undersigned officers of the Town Sanitary District #2 of Empire have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
President date

By: _____
Secretary date

By: _____
Secretary date

TSD#3 OF THE TOWN OF EMPIRE

The undersigned officers of the Town Sanitary District #3 of Empire have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
Secretary date

TOWN OF TAYCHEEDAH

The undersigned officers of the Town of Taycheedah have executed this Agreement pursuant to a duly adopted resolution of the Town Board dated _____.

By: _____
Chairman date

By: _____
Clerk date

TSD#1 OF THE TOWN OF TAYCHEEDAH

The undersigned officers of the Town Sanitary District #1 of Taycheedah have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
Secretary date

TOWN OF FRIENDSHIP

The undersigned officers of the Town of Friendship have executed this Agreement pursuant to a duly adopted resolution of the Town Board dated _____.

By: _____
Chairman date

By: _____
Clerk date

**CONSOLIDATED SD#1 OF THE
TOWN OF FRIENDSHIP**

TSD#3 OF THE TOWN OF FRIENDSHIP

The undersigned officers of the Consolidated Sanitary District #1 of Friendship have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

The undersigned officers of the Town Sanitary District #3 of Friendship have executed this Agreement pursuant to a duly adopted resolution of the District Commission dated _____.

By: _____
President date

By: _____
President date

By: _____
Secretary date

By: _____
Secretary date

SCHEDULE OF MAPS
INTERGOVERNMENTAL AGREEMENT, CITY OF FOND DU LAC
AND THE TOWNS OF
EMPIRE, FOND DU LAC, FRIENDSHIP AND TAYCHEEDAH

MAP EXHIBIT A, City of Fond du Lac and environs, base map dated November, 1993 by BRW, Inc. of Minneapolis, MN, plan consultants to the City of Fond du Lac, at a scale of 1 inch equals 3,000 ft. and covering the area from Esterbrook Rd. on the west, to CTH UU and CTH K on the east, from Lake Winnebago south inland to the proposed USH 151 bypass highway; and encompassing about 14,300 acres of growth area, revised to July 30, 1995.

THE FOLLOWING AT 1" = 1,000 FT

1. MAP EXHIBIT B-1 Town of Fond du Lac, along the south shore of Lake Winnebago inland to a former rail road right of way, from the Town line west to Luco Creek area, encompassing a mostly developed area of 190 acres, revised to date of 6-30-95; [8-1/2 x 11 inches, the following all 11 x 17 inches:]
2. MAP EXHIBIT B-2 Town of Fond du Lac in the vicinity of Esterbrook Rd. extending from the C&NW RR right of way on the north to Grove St. on the south, encompassing about 320 acres of growth area and 760 acres of planning area, revised to 2-15-96;
3. MAP EXHIBIT B-3 Town of Fond du Lac in the vicinity of Esterbrook Rd. and Military Rd. (USH 151), from Brown Rd. on the north to Willow Lawn and the proposed USH 151 bypass on the south, encompassing a growth area of 240 acres, revised to 6-30-95;
- 4.A. MAP EXHIBIT B-4 Town of Fond du Lac portion, lying southeast of the City along USH 45, in a generally triangular shape between the former C&NW railroad on the west, to the Town line (CTH K) on the east, extending about two miles north to south along the Town line, from near the proposed USH 151 bypass, south to said railroad, and encompassing 500 acres of Town growth area as part of a 950 acre Town planning area, revised to 6-30-95;
- 4.B. MAP EXHIBIT B-4 Town of Empire portion, extending from the Town line (CTH K) on the west to Grandview Rd. vicinity on the east, and from Mill Rd. south of Lake DeNeveu, north to the middle of section 19 and beyond, showing the major portion of 1,600 acres of Town planning area, and 550 acres thereof which is Town growth area, revised to 6-30-95;
- 5.A. MAP EXHIBIT B-5 Town of Empire, showing the remaining northern portion of MAP EXHIBIT B-4, from Lake DeNeveu and CTH H, north either side of CTH K to Calvary Cemetery south of CTH V, revised to 6-30-95 and 9-30-95;
- 5.B. MAP EXHIBIT B-5 Town of Empire, extending east from CTH K along Fourth Street Rd. to CTH UU, showing land as far north as STH 23 and as far south as USH 45, containing 350 acres of Town Growth Area within a 1,000 acre Town Planning Area; revised to 6-30-95 and 9-30-95;
6. MAP EXHIBIT B-6 Town of Taycheedah, extending north along the east shore of Lake Winnebago, from Golf Rd. and Laurel Lane extended on the south to the area of Deadwood Point on the north, and inland to the vicinity of CTH UU, encompassing 650 acres of Growth Area, within 1,300 acres of Planning Area, revised to June, 1995.
7. MAP EXHIBIT B-7 Town of Taycheedah, extending north along the east shore of Lake Winnebago, from Deadwood Point on the south to the town and county line on the north, containing 350 acres of Growth Area, within 700 acres of Planning Area, and dated February 21, 1996.

CONTRACT FOR COMPREHENSIVE MASTER PLAN
By and Between
THE TOWN OF TAYCHEEDAH
and
MID-AMERICA PLANNING SERVICES, INC.

THIS AGREEMENT, entered into as of this 21 day of MAY, 1996, by and between the TOWN OF TAYCHEEDAH, (hereinafter referred to as the "Town"), and MID-AMERICA PLANNING SERVICES, INC. (hereinafter referred to as the "Consultant"):

WITNESSETH THAT:

WHEREAS, the Town desires to prepare a Comprehensive Master Plan for the Town of Taycheedah in order to plan for a boundary agreement, provide for a Sewer Service Area agreement, meet East Central Regional Planning Commission planning requirements, stabilize the town boundaries, and control all lands within the Town

WHEREAS, in the furtherance of this program, professional technical assistance is required; and

WHEREAS, the Town desires to engage the Consultant to render such technical assistance in accordance with the Scope of Services described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services, as provided below, is designed to meet the Town's need for a comprehensive master plan and implementation program. The Consultant will provide technical planning services and personnel to complete the Comprehensive Master Plan, including the following:

Plan Element A. Survey and Collection of Data

Collect, update, and summarize data on existing conditions and trends in Taycheedah. Primary data sources for each include:

Land Use - Field observations by the Consultant, the County, and East Central Regional Planning Commission (ECRPC).

Natural Resources - National Flood Insurance Program; U.S.G.S. Maps, SCS Soil Maps; Wisconsin Department of Natural Resources; Engineering Analysis; ECRPC; and Field Observations.

Socio-Economic and Population Data - U.S. Census; Wisconsin Department of Industry, Labor, and Human Relations; Wisconsin Department of Administration; Wisconsin Job Service Reports; Wisconsin Industrial Business Retention; ECRPC; and Expansion Study.

Transportation - Wisconsin Department of Transportation; ECRPC; Fond du Lac County Highway Department; Town Data; and Consultant Field Observations.

Town Revenue and Value - Town records, Wisconsin Department of Revenue, Fond du Lac County records, School District records.

Community Facilities and Urban Service Area - Town, City, County, ECRPC, and Field Observations by the Consultant.

Current Plans and Additional Information - U.S. Census; East Central Regional Planning Commission; Wisconsin Department of Administration; Wisconsin Department of Development; Wisconsin Department of Administration Division of Housing - Housing Statistics and Inventory; and American Planning Association Library and Publications.

The need for supplementary information will be determined after all available data have been analyzed. The Consultant will work with Town officials to elicit community development trends.

Plan Element B. Needs, Goals and Objectives

Review results of ECRPC, County, City of Fond du Lac, adjacent Towns and Town planning reports. Summarize and analyze community goals indicated by the results and their significance in the Comprehensive Planning process. Meet with a total of about fifteen Town Officials, the Plan Commission, City and County officials, and interested citizens.

Conduct a community-wide needs assessment survey for every house. The survey will collect data and opinions from the residents concerning the direction of growth, types of growth, density, sewer extensions, boundary agreement issues, housing conditions, transportation system adequacy, and economic development. The survey will be conducted by mail. The survey will be tabulated by income, sex of head of household, neighborhood, length of residence, farmers and non-farmers and age.

The Consultant will mail two newsletters to Town residents. The first newsletter to Town residents will describe the existing situation, survey results, the intention of the study and dates of future meetings. The second newsletter will outline the Development Concept alternatives and invite residents to the public meetings on the Development Concept alternatives.

Hold a minimum of two (2) meetings to identify existing needs, problems and potentials utilizing the nominal group method of participation.

Prepare a draft set of goals and objectives for review based on the above interviews and meetings.

Suggest additional goals and objectives which may be relevant from a technical planning perspective, and explain their significance.

Plan Element C. Analysis

Land Use - An analysis of the changes in land use, current land use data, land use trends, and all other data as it may affect land use will be made.

Environmental Considerations - An analysis of environmental constraints, including suitability for septic systems, will be provided.

Economics, Housing and Population - An analysis of the population, housing and economic data and projections including factors that can be controlled to obtain or exceed those projections.

Transportation - An analysis of the current traffic data, changes since the last traffic analysis, traffic trends, and all other data as they may affect traffic will be made. The 151 by-pass and its impacts will be discussed.

Town Revenue and Value - An analysis of the Town's tax base will be provided.

Community Facilities - An analysis of current parks, recreation facilities, and other public facilities will be made.

Development Factors - The Consultant will prepare a Development Factors Map of the most significant data and trends as they exist and how they will affect Taycheedah's future growth. This map will be one of the principal sources for the development of the Development Concepts.

Plan Element D. Development Concepts

Land Use - Traffic Parks and Open Space - The Consultant will prepare at least three Alternative Development Concepts that will identify major types and directions of growth. The Development Concept will combine, in a general way, the Goals and Objectives and the Development Factors into general land use (open space, residential, commercial, and industrial), and traffic plans. A Selected Development Concept will be chosen by the Town which will reflect the desired growth directions of Taycheedah.

Plan Element E. Long Range Plan of the Comprehensive Plan

Land Use Plan, Transportation, Parks and Open Space - The Selected Concept Plan will be refined into Alternative Future Land Use Plans. Consideration will be given to proposed development trends, a targeted population growth factor, Urban Service Area, and Fond du Lac's Extraterritorial Planning Area. The land use plans will utilize two different target populations. These populations may not be attained in the year estimated, but the Town will be set up to handle the growth regardless of the year attained. Maps of both existing land use and future development patterns will illustrate the Land Use Plan. Transportation factors and the highway by-pass will be considered in this plan.

Plan Element F. Implementation Program

Implementation Plan - It is important to all planning processes that the final section include an Implementation Plan. The plan will include a schedule of implementation activities and recommendations on overcoming community deficiencies and both public and private community opportunities.

Urban Service Area and Sewer Extension Plan - Taycheedah's Comprehensive Plan will include a section discussing Fond du Lac's extraterritorial area in the Town and how Taycheedah can best respond and implement its recommendations for this area.

Zoning Ordinance - A review of the Town's Zoning Ordinance will be made. The Consultant will recommend changes to the map and text.

Official Map. The Consultant will prepare an official map ordinance for the Town.

II. TOWN PARTICIPATION

1. Organize and publicize all meetings.
2. Provide data currently on file.
3. Meet with and answer questions for the Consultant's staff during regular office hours.
4. Organize appointments with about Fifteen Town, City, and County Officials, Plan Commissioners, and interested citizens.
5. Design plan monitoring procedures and coordinate the reviews of the preliminary plans.
6. Provide engineering estimates for street and utility extensions.

III. WORK PRODUCTS

The Consultant will prepare fifteen (15) draft copies of all reports. Fifty (50) copies of the Comprehensive Master Plan will be prepared. The report will contain maps, tables and photographs accompanying the text. The proposals will be included on colored pages at the front of the report.

IV. TIME OF PERFORMANCE

The services of the Consultant are to commence upon the execution of this contract, and shall be undertaken in such sequence as to assure their completion in light of the purposes of this contract. It is expected that this contract will be completed in twelve months.

V. MEETINGS

The Consultant will meet with the Town Board up to ten (10) times and twice with the Town Board at the Public Hearings on the Plan and Zoning Ordinance. Any additional meetings will be at \$300 per meeting.

VI. COORDINATION WITH ENGINEERING STUDY

The Consultant will provide copies of information generated by the planning effort to the Town's engineer to assist the engineer with their storm sewer, sanitary sewer, and ground water aquifer study. The Consultant will utilize information developed by the engineer in the planning proposals.

VII. COMPENSATION AND METHOD OF PAYMENT

The Town agrees to pay the Consultant a sum of Thirty Thousand Six Hundred Fifty Dollars (\$30,650) to cover costs of developing a Comprehensive Master Plan, including the cost of a Town wide survey and two newsletters. The Town agrees to pay the Consultant the amount as follows: Two Thousand Five Hundred Dollars (\$2,500) shall be due on signing of contract; Three Thousand Five Hundred Dollars (\$3,500) shall be due after first mailing of the survey; Two Thousand Five Hundred Dollars (\$2,500) shall be due on completion of the two newsletters; Two Thousand Five Hundred Dollars (\$2,500) shall be due on completion of the Needs, Goals and Objectives; Three Thousand (\$3,000) shall be due after completion of the Analysis; Three Thousand Dollars (\$3,000) shall be due upon completion of the Development Concepts; Seven Thousand Dollars (\$7,000) shall be due on completion of the Long Range Plan; Five Hundred Dollars (\$500) shall be due upon completion on the Implementation Plan; Two Thousand Dollars (\$2,000) shall be due on completion of the Zoning Ordinance; Seven Hundred Fifty Dollars (\$750) shall be due upon completion of the Official Map; One Thousand Five Hundred Dollars (\$1,500) shall be due on completion of the Extraterritorial Plan; and One Thousand Nine Hundred Dollars (\$1,900) shall be due upon delivery of the final report of the Comprehensive Plan Report.

IN WITNESS WHEREOF, the Town and the Consultant have executed this contract as of the date first above written.

ATTEST:

Brenda A. Schneider

TOWN OF TAYCHEEDAH

James R. Huck
James Huck, Chairperson

ATTEST:

David A. Rios

MID-AMERICA PLANNING SERVICES, INC.

Gary L. Peterson
Gary L. Peterson, President

4-9-96

Town of Taycheedah

Ms. Brenda A. Schneider - Clerk

I am requesting a "written recommendation" from the town, permitting the use of my existing building (zoned A-T) at N7431 Hwy 44 for a small self-employed cleaning business. I'm in the process of buying a restaurant grease filter cleaning business, & this requires a holding tank for the wash water - which would be contracted out to haul to a municipal waste treatment system. I am working with Mr. Ernst Claronbach of FDL City code enforcement to properly fulfill the requirements for a variance to the FDL County Sanitary & private sewage system to get a permit for the holding tank.

This business would not create any noticeable difference in the neighborhood - no manufacturing, no big signs & no increased traffic or noise. I've previously talked to Mr. Mike Nett & Mr. Jim Huck about this & they have had no objection. Please process this & let me know what's happening

Thank you,
JOHN A. HETTWER
921-2517

June 10, 1996

Monthly Meeting

1.

The June monthly meeting of the Taycheedah Town Board was held on Monday, June 10, 1996, at 7:30 P.M., at the Town Hall. Members present: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett. Also present: Atty. John St. Peter, representing the Town of Taycheedah, and Atty. Jack Lemke, representing Elmer Bertram.

Jim Huck called the meeting to order. The Clerk dispensed with the reading of the minutes of May's monthly meeting.

All Board members recently received a written request from Elmer Bertram, via Atty. Jack Lemke, for a quarry permit. The quarry permit application would be used on land owned by Elmer, which was rezoned Industrial in 1983, when the current Zoning Ordinance was adopted.

The Zoning Ordinance is not specific about the necessary steps for a quarry permit. Atty's St. Peter and Lemke have varying interpretations of the ordinance. The Attorneys will document, in letter form, their interpretations and arguments. Both attorneys did agree that the language in Sec.10.1(8), Industrial District-Permitted Uses, should read "Mining and quarrying provided that the requirements for location, operation and reclamation set out in Section 12.32(4)-not (5)- are complied with.

The following Liquor/Beer license renewal applications were filed with the Clerk.

Barbara Casper	Thornbrook Golf Course	Class B Beer
Alan Sabel	Steffes' Tavern	Class B Liq/Beer
Ken Schmitz	Ken's Retreat	Class B Liq/Beer
Larry Bornemann	Borny's Country Inn	Class B Liq/Beer
Scott Huck	Sunset Supper Club	Class B Liq/Beer

Mark Kirschling motioned to approve the above mentioned liquor/beer license renewal applications, seconded by Jim Huck. Motion carried.

The Town Board will be having an organizational meeting with Gary Peterson, Mid America Planning Services, on June 20th, at 7:30 P.M.. The Plan Commission and Appeals Board will be appointed to the Long Range Plan Committee. The Town Board members will each appoint three citizen members to the Long Range Plan Committee.

Jim Huck motioned to approve the Certified Survey Maps received from Elizabeth Eppli for Lots 1,2,3,4,5,22, & 23, located in the N.W. 1/4 of the S.W. 1/4 of Section 28, seconded by Mark Kirschling. Motion carried.

Bids were received from Northeast Asphalt and Scott Construction for blacktopping and sealcoat & chip. The bids were reviewed. (Copies attached.)

The Board decided to do the Spring Road Inspection on Thurs., June 13th, at 4:00 P.M.. The Board may do visual inspections of violations of the Nuisance Ordinance.

Mike Nett motioned to approve the town bills (order nos. 295-340) as submitted, seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: June 11, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider Town Clerk

June 10, 1996

Monthly Meeting

1.

Corrected

The June monthly meeting of the Taycheedah Town Board was held on Monday, June 10, 1996, at 7:30 P.M., at the Town Hall. Members present: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett. Also present: Atty. John St. Peter, representing the Town of Taycheedah, and Atty. Jack Lemke, repres. Elmer Bertram.

Jim Huck called the meeting to order. The Clerk dispensed with the reading of the minutes of May's monthly meeting.

All Board members recently received a written request from Elmer Bertram, via Atty. Jack Lemke, for a quarry permit. The quarry permit application would be used on land owned by Elmer, which may have been rezoned Industrial in 1983, when the current Zoning Ordinance was adopted. Industrial zoning indicated on the map but no documentation can be found.

The Zoning Ordinance is not specific about the necessary steps for a quarry permit. Atty's St. Peter and Lemke have varying interpretations of the ordinance. The Attorneys will document, in letter form, their interpretations and arguments. Both attorneys did agree that the language in Sec.10.1(8), Industrial District-Permitted Uses, should read "Mining and quarrying provided that the requirements for location, operation and reclamation set out in Section 12.32(4)-not (5)- are complied with.

The following Liquor/Beer license renewal applications were filed with the Clerk.

Barbara Casper	Thornbrook Golf Course	Class B Beer
Alan Sabel	Steffes' Tavern	Class B Liq/Beer
Ken Schmitz	Ken's Retreat	Class B Liq/Beer
Larry Bornemann	Borny's Country Inn	Class B Liq/Beer
Scott Huck	Sunset Supper Club	Class B Liq/Beer

Mark Kirschling motioned to approve the above mentioned liquor/beer license renewal applications, seconded by Jim Huck. Motion carried.

The Town Board will be having an organizational meeting with Gary Peterson, Mid America Planning Services, on June 20th, at 7:30 P.M.. The Plan Commission and Appeals Board will be appointed to the Long Range Plan Committee. The Town Board members will each appoint three citizen members to the Long Range Plan Committee.

Jim Huck motioned to approve the Certified Survey Maps received from Elizabeth Eppli for Lots 1,2,3,4,5,22, & 23, located in the N.W. 1/4 of the S.W. 1/4 of Section 28, seconded by Mark Kirschling. Motion carried.

Bids were received from Northeast Asphalt and Scott Construction for blacktopping and sealcoat & chip. The bids were reviewed. (Copies attached.)

The Board decided to do the Spring Road Inspection on Thurs., June 13th, at 4:00 P.M.. The Board may do visual inspections of violations of the Nuisance Ordinance.

Mike Nett motioned to approve the town bills (order nos. 295-340) as submitted, seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: June 11, 1996

Attest. *Brenda A. Schneider*
Brenda A. Schneider Town Clerk

Proposal

Page No.

of

Pages

SCOTT CONSTRUCTION, INC.

Asphalt Surfacing

P.O. BOX 340 LAKE DELTON, WISCONSIN 53940

Phone Area Code 608-254-2555

TOLL FREE: 1-800-843-1556

COPY

PROPOSAL SUBMITTED TO <i>Town of Tayshuloh - Fond Du Lac County</i>	PHONE <i></i>	DATE <i>June 10, 1996</i>
STREET <i>To James R. Huck - Chm.</i>	JOB NAME <i></i>	
CITY, STATE AND ZIP CODE <i>N4305 Wilmabago Street, Tayshuloh, WI 54935</i>	JOB LOCATION <i></i>	
ARCHITECT <i></i>	DATE OF PLANS <i></i>	JOB PHONE <i></i>

We hereby submit specifications and estimates for:

Base laid Cold mix

Fishermans Rd. .58 mile x 20' x 2" - 754 Ton @ \$20.00 = \$15,080.00
Mengal Hill Rd. 1.01 mile x 20' x 2" - 1,313 Ton @ \$20.00 = \$26,260.00
Shuster Lane .18 mile x 20' x 2" - 234 Ton @ \$20.00 = \$4,680.00
Hunters Lane .12 mile x 20' x 2" - 156 Ton @ \$20.00 = \$3,120.00
Ledgewood Springs .56 mile x 20' x 2" - 728 Ton @ \$20.00 = \$14,560.00
Skyline Road .53 mile x 20' x 2" - 689 Ton @ \$20.00 = \$13,780.00
Liberty Circle .08 mile x 20' x 2" - 104 Ton @ \$20.00 = \$2,080.00
Hillcrest Drive .09 mile x 20' x 2" - 117 Ton @ \$20.00 = \$2,340.00
Sunset Drive, Edgewood Lane x
.43 x 20' x 1", .27 x 20' x 2" - 630 Ton @ \$20.00 = \$12,600.00
Bittersweet Ct. .10 mile x 20' x 2" - 130 Ton @ \$20.00 = \$2,600.00
Decorah Lane .33 mile x 20' x 2" - 429 Ton @ \$20.00 = \$8,580.00

We Propose hereby to furnish material and labor - complete in accordance with the above estimate, for the sum of:

dollars (\$ *\$105,680.00*) Payment to be made

Net 30 days; 1½ Per Cent FINANCE CHARGE Per month will be added on accounts over 30 days.

ALTERNATE PAYMENT PLAN

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All labor and material is conclusively accepted as satisfactory unless excepted to in writing within 60 days of performance. All agreements contingent upon strikes, accidents or delays beyond our control. We carry Workmen's Compensation and General Liability Insurance. Damage to underground structures, wires, cables, waterlines, etc. is the responsibility of the party accepting this agreement unless the same are clearly indicated.

NOTE:

This proposal may be withdrawn by us if not accepted within

1996

Respectfully submitted,

By

John W. Delmore

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

**PROPOSAL
NORTHEAST ASPHALT, INC.
FOND DU LAC OFFICE**

P. O. Box 430
Fond du Lac, WI 54936-0430
(414) 921-5577 FAX (414) 921-7330
PRODUCERS & CONTRACTORS OF BITUMINOUS PAVEMENT

COPY

SUBMITTED TO:

**TOWN OF TAYCHEEDAH
C/O JAMES R HUCK, CHAIRMAN
N7305 WINNEBAGO STREET
TAYCHEEDAH, WI 54935**

Date: **JUNE 10, 1996**
Phone: **(414) 921-8673**
Job Name: **TOWN OF TAYCHEEDAH**
Job Location: **1996 TOWNSHIP PAVING PROGRAM**
Job Location:
Plan Date:

FOR FURNISHING THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO COMPLETE THE FOLLOWING:

Provide and place a hot mix asphalt in the Township of Taycheedah at the locations and to the thickness as directed by the Township. All materials and workmanship shall conform to the applicable requirements of the Wisconsin Division of Highways Standard Specifications for Road and Bridge Construction.

Hot Mix Asphalt Pavement - Gradation #3 Surface

\$22.82 per ton

Sunset Drive and Hillcrest Lane	2" surface	645 Ton @ \$22.82/Ton	\$14,718.90
Bittersweet Court	2" surface	129 Ton @ \$22.82/Ton	2,943.78
DeCora Lane	2" surface	387 Ton @ \$22.82/Ton	8,831.34
Mengel Hill Road	2" surface	1,226 Ton @ \$22.82/Ton	27,977.32
Fishermans Road	2" surface	710 Ton @ \$22.82/Ton	16,202.20
Ledgeview Springs	2" surface	613 Ton @ \$22.82/Ton	13,988.66
Shuster Lane & Cul-Du-Sac	2" surface	190 Ton @ \$22.82/Ton	4,335.80
Hunter Lane	2" surface	129 Ton @ \$22.82/Ton	2,943.78
Ann Randle Drive	2" surface	516 Ton @ \$22.82/Ton	11,775.12
Skyline Drive & Liberty Circle	2" surface	774 Ton @ \$22.82/Ton	17,662.68

TOTAL \$121,379.58

PROPOSAL TERMS AND CONDITIONS

If for any reason beyond Northeast Asphalt, Inc.'s control, the Work cannot be completed by October 15, 1996, Northeast Asphalt, Inc. reserves the right to adjust the terms of this agreement.

Northeast Asphalt, Inc. will not be responsible for damage to private underground utilities or other hidden conditions if the Owner/Contractor fails to give Northeast Asphalt, Inc. advance notice of their existence and location.

This proposal includes 1 mobilization(s) onto the job per each phase of the Work (ie. grading, paving, etc.). If Northeast Asphalt, Inc. is required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilization(s) shall be \$250 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Northeast Asphalt, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the cost of any extra mobilizations or reduced productivity attributable to Northeast Asphalt, Inc. commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, Northeast Asphalt, Inc. must receive 10 days advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon a submission of a written change order, and Owner/Contractor will be required to pay Northeast Asphalt, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to Northeast Asphalt, Inc. beginning Work under this agreement, Owner/Contractor shall provide evidence to Northeast Asphalt, Inc. that Owner/Contractor has made financial arrangements acceptable to Northeast Asphalt, Inc. to fulfill its obligations under this agreement.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Northeast Asphalt, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. Northeast Asphalt, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade shall be furnished to Northeast Asphalt, Inc. as a condition precedent to any performance of any Work required under this agreement. All subgrade must be rough graded by Owner/Contractor to within $\pm 0.1'$.

When resurfacing concrete, brick or asphalt pavements, Northeast Asphalt, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (NORTHEAST ASPHALT, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."


Owner/Contractor, at its sole expense shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders, or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Northeast Asphalt, Inc. in connection with collecting that amount.

Northeast Asphalt, Inc. proposes to furnish material and labor - complete in accordance with above specifications, and prices. Northeast Asphalt, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature



Herman W. Grohskopf, Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Date of Acceptance: _____

Signature _____

Signature _____

July 8, 1996

Monthly Meeting

1.

The July monthly meeting of the Taycheedah Town Board was held on Monday, July 8th, 1996, at 7:30 P.M., at the Town Hall. Members present: Chairman James Huck, Supervisors; Mark Kirschling and Mike Nett.

Jim Huck called the meeting to order. The minutes of the June 10th monthly meeting were read by the Clerk. Mark Kirschling requested changing: ...land owned by Elmer Bertram, which was rezoned to Industrial in 1983 to ...which may have been rezoned to Industrial in 1983. Correction has been made to the original June 8th minutes. Jim Huck motioned to approve the minutes as corrected, seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to approve the telephone construction request from Ameritech, Mike Nett seconded. Motion carried.

Codification was briefly discussed. The Board is still waiting on the receipt of the "Rough Draft".

Atty. John St. Peter completed his obligation to Atty. Jack Lemke in regards to the Elmer Bertram Quarry Permit application. The Town is waiting for Mr. Lemke's letter of argument. Mr. Lemke did phone Jim Huck to request the issue be included in the August monthly meeting agenda.

The Quarry Committee is planning on meeting in the near future to revise their Reclamation Ordinance.

Mike Nett motioned to approve the town bills (nos. 341-382) as submitted, seconded by Jim Huck. Motion carried.

Mike Nett motioned to adjourn, seconded by Jim Huck. Motion carried.

Dated: June 14, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Town Clerk

*Note: Tom Friess was appointed to complete Lance McClellan's position on the Board of Appeals.

*Note: Bob Holzmann was appointed Chairman and James Rosenthal II was appointed Secretary of the Board of Appeals.

*Note: John Wagner and James P. Simon were appointed as alternates on the Board of Appeals.

July 11, 1996

Nuisance Inspection

1.

On July 11th, the Taycheedah Town Board made a visual drive-by inspection of the township. Members present were: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling. The following property owners were cited with nuisance ordinance violations:

Scott Dempsey	N7483 Winnebago Dr FdL	unlic. vehicles, debris
Karl Manowski	N7776 Sandy Beach Rd FdL	debris
Debra Hefter	485 South Park Ave FdL	debris 2nd notice
Dwight Anderson	N8141 Rolling Hills Dr FdL	logs in right-of-way
Kevin Gratton	N7351 Winnebago Dr FdL	debris, level concrete and fill
Chuck Siebel	N7320 Cty K FdL	unlic. vehicle 2nd notice
Randy Schneider	N7306 Cty K FdL	unlic. vehicles, debris
Larry Beyer	N7361 Calumet St Tay	blighted cond of builds 2nd notice*
Alvin Sabel	W4732 Fulton St Tay	unlic. vehicles, debris
Pam Turner	W4722 Golf Course Dr FdL	unlic. vehicles, debris
John Pierce	W3870 Golf Course Dr FdL	unlic. vehicles 2nd notice
Harold Lefebber	W3743 Cody Rd. FdL	unlic. vehicles, debris 2nd notice
Dale Langkabel	W3523 Hwy. 149 Malone	unlic. vehicles, debris 2nd notice
Martin Klapperich	W3131 Cody Rd Mt. Cal.	build. collapsed in right-of-way
Don Shepro	W3739 Hwy. 149 Malone	unlic. vehicles
Louis Smetana	W3938 Fisherman's Rd FdL	debris
Don Boyd	N8115 Cty QQ Malone	unlic. vehicles, debris
Nancy Prost	N7906 Church Rd. Malone	unlic. vehicles
Ed Braun	N7355 Michigan St FdL	debris, pallets in right-of-way
Frank Quick	W4739 Golf Course Dr FdL	debris 2nd notice
Harold Marcoe	43 Third St. FdL	debris-old boat/trailer
John Freund(Tony)	99 East Johnson St FdL	unlic. vehicles 2nd notice
Dan Vixmer	W4770 Fulton St FdL	unlic. vehicles, debris 2nd notice
Sarah Larson	N4098 Cty Q FdL	debris
Dennis Conger	N8146 Hwy 151 FdL	unlic. vehicles, debris
Larry Caird	N8616 Lakeview Rd FdL	debris
Aaron Kohlman	1117 Church St St. Cloud	Lot 15&16 Eastridge Weeds
Francesco Corrente	N8120 Rolling Hills Dr FdL	Weeds

Dated: July 15, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

* 1st and 2nd violation notices consisted of two different violations.

August 1, 1996

Informational Meeting

1.

On Thursday, August 1st, at 7:30 P.M., an informational meeting was held at the Johnsburg school hall. The following public officials and experts were in attendance:

Calumet Town Board: Al Sattler, Chairman, Supervisors: Emil Walber and Herbert Schoenborn

Taycheedah Town Board: James Huck, Chairman, Supervisors: Mark Kirschling and Mike Nett

Ernst "Spike" Clarenbach-FDL Cty. Code Enforcement

Wm. Baudhuin-President of Baudhuin Inc., Septic System Professionals, Sturgeon Bay

Francis "Doc" Schmitz- Professor of Physics, Johnsburg resident

Pete Ziegelbauer-Ziegelbauer's Septic Service

Dennis Lefeber-Lefeber Well Drilling

Mark Mand-Mand Excavating

Pat Mand-Pat Mand Trenching and Boring

Bill Casper-Chairman of Taycheedah Sanitary District

Johnsburg has had a continuous problems with non-conforming septic systems. The Town files have documentation from the State dating back to the late 1960's. Two years ago, the County Code Enforcement Officer condemned Rob Freund's system. Rob initiated community involvement to connect Johnsburg to the municipal sewer in Pipe or at Fisherman's Road. Rob was unable to find suitable grants for the residents of Johnsburg; so Rob had decided to install a mound system or holding tank. In the Spring of 1996, the County Code Enforcement Dept. was giving another resident a hard time about recent repair he had done to his system. This informational meeting was held with the intention of giving the residents of Johnsburg answers to their questions as well as informing them of what options are available.

Bill Baudhuin gave a very informative presentation on all the on-site systems currently allowed by the DNR. Unfortunately for Johnsburg, mound systems and in some locations only holding tanks are suitable for the soil in the village.

A few residents requested that the village continue working toward municipal sewer. A petition would need to be circulated with at least 51% in favor of, in order to form a sanitary district. The Board will ask the attorney about any possible ramifications should Johnsburg form a sanitary district and later decide not to connect to municipal sewer. The two Town Boards will hold another meeting in Johnsburg on Thurs. Sept. 5th.

Dated: August 4, 1996

Attest.



Brenda A. Schneider

Taycheedah Town Clerk

An informational meeting was held at the Town Hall to address the recent outbreak of well water contamination in the Hillside Estates subdivision and surrounding St. Peter area. Public officials and experts present were:

Taycheedah Town Board: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling
 Diane Cappozzo, Director of FDL Cty. Health Dept.
 Adam Hogan, Private Water Specialist-Wis. Department of Natural Resources
 Ron Hennings, Assistant Director Geological and Natural History Survey-University of Wisconsin Extension of Madison.

Explanations of the health hazard of contaminated water was given by Dianne Cappozzo. Adam Hogan and Ron Hennings gave overviews of the rock formation in the St. Peter area. The options giving the community were: continue mass chlorination, drill independent 600 ft. wells, share 600 ft. wells with several homes or municipal water. Adam Hogan recommended mass testing of the entire St. Peter area, then mass chlorination, and continue the pattern until safe results are met. The aquifer may be damaged thence the testing-chlorinating won't help. The contamination may be from the wet year and may clear up on its own. Several vacant wells have been cemented and capped. A committee of volunteers was formed. The following people volunteered to sit on the St. Peter Water Committee:

Mike Mand	W3612 Hunter's Ln. Malone	921-6475
Dave Sehloff	W3514 Hillside Cr. Malone	921-2544
Romaine Paveglio	W3681 Hillside Cr. Malone	922-3477
Larry Cisewski	N7698 Fine View Rd. FDL	921-6174
Wm. J. Casper	N7476 Winnebago Dr. FDL	922-2080
Susie Casper	N7476 Winnebago Dr. FDL	922-2080
Dale Taipale	N8178 Ashberry Ave FDL	921-6749
Nancy Hovland	W3586 Hillside Cr. Malone	923-3481
Jim Hovland	W3586 Hillside Cr. Malone	923-3481
Ken Groeschel, Jr.	W3579 Hunter's Ln. Malone	922-0656
Kathy Diederich	W3760 Hwy. 149 Malone	923-9253
Tom Immel	W3750 Hwy. 149 Malone	923-0218
Cheryl Koepke		924-9593
Mary Ditter	W3612 Hillside Cr. Malone	923-2205
Nancy Judkins	W3598 Hillside Cr. Malone	929-4062
Allen Wall	222 Taft St FDL(Fr. Nett)	921-4042
Don Miksha	W3389 Silica Rd Malone	795-4031
Ruth Miksha	W3389 Silica Rd Malone	795-4031
Ken Koenigs	W3539 Hillside Cr Malone	922-8375
Sharon Ambroso	W8065 E. Ann Randall FDL	921-6310
Sue Jorgenson	W3324 Skylane Dr Malone	795-4089
Keith Vanevenhoven	W4078 Parkview Ct FDL	922-9339

August 6, 1996

Informational Meeting

2.

Dan Belzer

W3617 Hillside Cr Malone

921-3605

B.J. Belzer

W3617 Hillside Cr Malone

921-3605

The committee will meet at the monthly Town Board meeting on Monday, August 12th, to get organized and plan a meeting date.

Dated: August 16, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

August 12, 1996

Monthly Meeting

1.

The August monthly meeting of the Taycheedah Town Board was held on Monday, August 12th, at 7:30 P.M., at the Town Hall. Members present were: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling.

The Chairman called the meeting to order. The Clerk read the minutes of the July monthly meeting. The minutes stood approved as read.

Further discussion of the Elmer Bertram Quarry Permit application was postponed until the September meeting, by request of Mr. Bertram's attorneys.

Mark Kirschling questioned the validity of the Industrial Zoning of the 11 acre parcel owned by Elmer Bertram. The Clerk has been unable to located documentation in support of a zoning change for land owned by Elmer Bertram.

The volunteer for the St. Peter Water Committee were narrowed down to the following 11 member committee:

James Huck Al Wall Romaine Pavaglio Bill Casper
Cheryl Koepke Nancy Hovland Mike Mand
Dave Sehloff Ken Koenigs Dan Belzer Ken Groeschel

The Committee designated Bill Casper and Dave Sehloff as co-chairmen and Cheryl Koepke as Secretary. The Committee will meet on Tuesday, August 19th, at 7:30 P.M., at the Town Hall.

Jim Huck motioned to approve the Certified Survey from Elizabeth Eppli for Lot 16 & 17 located in the N.E. 1/4 of the S.W. 1/4 of Section 28, requiring a no-access note for the portion abutting McCabe Rd., seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to approve the Certified Surveys from Elizabeth Eppli for Lots 12, 13, 14, and 15 on Linden Ct., seconded by Mark Kirschling. Motion carried.

Mark Kirschling motioned to allow the Town to purchase a used power broom, not to exceed \$800.00, seconded by Mike Nett. Motion carried.

Mike Nett obtained information from Lt. Gau of the Fond du Lac County Sheriff's Dept. concerning the Town's power to reduce the currently posted speed limit. The Town can reduce the limit by no more than 10 M.P.H. if the roads in question fit several criteria. The Board has received several speed complaints from residents on Sandy Beach Road, Lakeview Road, Gladstone Beach Road, and Bittersweet Drive. Mike Nett will evaluate each road to see if any of them fit the criteria.

Brian Karczewski, a representative from Graef, Anhalt, Schloemer & Assoc. introduced himself to the Board.

Mike Nett motioned to approve the bills as submitted (nos. 384-439), Jim Huck seconded. Motion carried.

Mike Nett motioned to adjourn the meeting, seconded by Jim Huck. Motion carried.

Dated: August 17, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

August 30, 1996

Special Meeting

1.

The Taycheedah Town Board met for a special meeting on Friday, August 30th, 1:00 P.M., at Attorney John St. Peter's office.

The Board met with Atty. St. Peter and Mr. Alan Harvey to review the current draft of the Codification of Ordinances. Several more changes were made. Mr. Harvey will have a new draft ready within two weeks.

Dated: September 4, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

Sept. 5, 1996

Special Meeting

1.

The Town Board of the Town of Taycheedah met for a special meeting on Thurs., Sept. 5, at 7:30 P.M., at the Johnsborg School Hall. Members present were: Chairman James Huck, Supervisors Mike Nett and Mark Kirschling. Also in attendance was Attorney John St. Peter, legal counsel for the Town of Taycheedah, and Craig Holmes and Steve Godfrey representing Crispell-Snyder Engineering Co.. Thirty-one local residents also attended the meeting.

Atty. St. Peter explained the process of forming a sanitary district. He also explained the legality of the formation of the sanitary district commission. Atty. St. Peter feels the two major challenges in the formation of a district is to get the approval of the City of Fond du Lac as well as the approval from East Central Regional Planning. Atty. St. Peter recommended forming the district first then go on to do the necessary study and plan.

Craig Holmes explained the basic sources of revenue: loans, grants and local revenue. He also explained a feasibility study and a facilities plan.

The majority of the residents in attendance wish to pursue the formation of a sanitary district. Atty. St. Peter will finalize the petition. A legal description of the district needs to be done. If he is unable to do the legal, a surveyor needs to be hired-the Town of Taycheedah agreed to pay the expense.

The Town of Calumet Board was unable to attend this meeting.

Dated: September 10, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

September 12, 1996

Informational Meeting

1.

The Taycheedah Town Board along with the St. Peter Water Committee met for an informational meeting on Thurs., Sept. 12, at 7:30 P.M., at the Town Hall. Approximately 125 local residents and news media attended the meeting. Experts that were in attendance were:

Diane Cappozzo	Fond du Lac County Health Department
Ernst Clarenbach	Fond du Lac County Code Enforcement
Adam Hogan	Department of Natural Resources
Pat Sheridan	Luxerin Laboratories
Jim Loreti/Dennis	Foth and Van Dyke, Green Bay
John Dobyns	Assembly Representative-Fifty-second district

Pat Sheridan, Luxerin Labs, gave a slide presentation on water testing. Luxeri8n uses the membrane filtration process for water testing. Pat said that bacteria counts of 1-2-3 are often false positive results. The Town samples contained a high amount of renella bacteria, which is soil-film in pipes.

Adam Hogan, DNR, delivered the an explanation of the rock formation found in the St. Peter area. The State average of contaminated wells is: 23.3% bacteria, 2.4% E coli. The first round testing of 86 home averaged 32.5% bacteria, 1.7% E coli. The extensive testing from all over the Township averaged 12.8% bacteria and 1.4% E coli. Of the homes in St. Peter tested during the second round, the average was 27.9% bacteria and 3.3% E coli. Everyone was advised to check their well casings for any abnormalities that could be contributing to their problem.

Foth and Van Dyke explained the Community Development Block Grant that their company has applied for on the behalf of the Hillside and Taynette subdivisions. The estimated cost for municipal water to the area would be \$1.5 million. The pre-application for the grant needs to be submitted to the State by Sept. 16th.

Nitrate and chloride results will be distributed at an informational meeting on Tues., October 22nd, at 7:30 P.M., at the Town Hall.

Dated: September 15, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

September 17, 1996

Monthly Meeting

1.

The September monthly meeting of the Town Board of the Town of Taycheedah was held on Tuesday, September 17th, at 7:30 P.M., at the Town Hall. Members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett. Also present was the Town's legal counsel, Attorney John St. Peter and Attorney Paul Kent representing Elmer Bertram.

The Clerk dispensed with the reading of August's monthly meeting minutes. The Chairman announced the agenda for the meeting.

Atty. John St. Peter briefly summarized a letter he drafted dated Sept. 17, 1996, which was directed to Chairman James Huck. The letter clarified the Town's position on the Industrial Zoning of the property owned by Elmer Bertram. Atty. St. Peter recommends that the Town not contest the Industrial Zoning of the property. At issue is the fact that there is no survey or metes and bounds description of the property in question. The Town requests that Elmer Bertram obtains a Certified Survey of the Industrial Zoned land also indicating on the survey the location of the quarry site within the Industrial Zoned land.

The rezoning request submitted by Dennis Conger was withdrawn.

Mike Nett conferred with the Fond du Lac County Sheriff's Department in regards to the requirements of reducing the speed limit on town roads. Mike Nett motioned to reduce the speed limit on Bittersweet Drive to 35 M.P.H., Gladstone Beach Road to 35 M.P.H., Sandy Beach Road to 25 M.P.H., and Lakeview Road to 45 M.P.H., seconded by Mark Kirschling. Motion carried.

A resident questioned the possibility of having center line and stop line painted on Sandy Beach Road. The Town is currently waiting our turn with the county to have line painting done on several town roads.

Nuisance violators were discussed. Several of those that received violation letters have not made any effort to remedy their violations. Jim Huck will re-inspect all the properties that were in violation. Jim will then submit those violators names to Atty. St. Peter, who will issue letters of request of forfeiture.

The status of the Town's road equipment was discussed. The Town currently has two trucks with over 100,000 miles on them. One of the trucks needs brakes and tires, the other has a tired engine. The Board will research leasing or purchasing a new truck.

The progress of Fett's Pond was questioned. Tim Preston will check on the progress.

Mike Nett motioned to approve the bills as submitted (nos. 440-505), seconded by Jim Huck. Motion carried.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: September 20, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

The October monthly meeting of the Taycheedah Town Board was held on Tuesday, October 8th, at 7:30 P.M., at the Town Hall. Members present were: Chairman James Huck and Supervisor Mark Kirschling.

The Clerk dispensed with the reading of the minutes of the September monthly meeting.

Jim Duley requested discussion regarding the property he owns, namely DuNett's Super Club. Mr. Duley claims he contacted Mark Kleinstein, of the Dept. of Transportation, and was told the Hwy. 149 will stay where it currently is located and that the highway will only receive a topcoat. Mark Kirschling contacted Ernst Winters with the Fond du Lac County Highway Dept. and was told the highway will be realigned. Mark was also informed that the surveying is done but the centerline alignment has not yet been determined. DuNett's has lost its non-conforming use status due to the fact that the business has not been operating for over 12 months. The lot is large enough to accommodate a building following the current setback requirements, but the original building cannot be used at its current location on the lot.

On July 19th, the St. Peter tornado siren motor fried, damaged estimated at approx. \$1400.00. The Lion's Club donated the siren several years ago. The Club would like to purchase a better quality siren and is asking the Town of Taycheedah and the Calumet and Mt. Calvary Fire Depts. to help fund the new siren. The Town's insurance coverage will issue the Town a check for the cost of repairing the damaged siren. The Town does not have to use the insurance money to repair the siren and can use the funds toward the purchase of another siren. The Club is to obtain a written estimate to repair the motor which will then be submitted to the insurance company.

Dave Tellock and John Gabrielse from Superior Services approached to Board with a proposal for refuse and recycling pick-up rates. Superior proposed no rate increase for 1997 under the condition the Town extends the current contract another 3-5 years. Current contract will expire on Dec. 31, 1997. The extension would also include a second year of no rate increase. The Board would decide to take bids for refuse/recy. pickup and decided to follow the current contract and acknowledge a 3% rate increase for the year 1997. Superior would like to be put on the agenda for the November meeting to consider the extension proposal.

The current Fire Protection Contract with Calumet and Mt. Calvary Fire Depts. was reviewed. The current rate is \$.70 per 1000 of assessed improvements. Calumet Fire Dept. has been running in the red for several years. The Fire Dept.'s proposed to increase the rate. Mark Kirschling motioned to accept the proposal by the Fire Dept.s to change the rate to \$.60 per 1000 of equalized value of Improvements for fire protection with Calumet and Mt. Calvary Fire Dept.s, seconded by Jim Huck. Motion carried.

The following bids for a new roadwork/snowplow truck:

Eagle Ford	1997	\$69,556.00
Badger Ford	1997	\$93,717.00
LaCrosse Truck Center	1996	\$64,500.00

Jim Huck motioned to purchase the 1996 L8000 from LaCrosse Truck Center for \$64,500.00, at 5.5% semi-annual payments on a 5 year note through Mt. Calvary,

October 8, 1996

Monthly Meeting

2.

National Exchange Bank, delivery no earlier than Oct. 21, 1996, seconded by Mark Kirschling. Motion carried.

Jim Huck motioned to pledge 1 years dues to Wisconsin Towns Association for the purpose of building a new office building, seconded by Mark Kirschling. Motion carried.

The Quarry Advisory Committee held a meeting recently. The Committee is struggling to determine the answers to surface water runoff and ground water runoff. The Chairman gave the Committee permission to contact a hydrogeologist to attend a Quarry meeting.

Mark Kirschling motioned to approve the Town bills as submitted (nos.506-547), seconded by Jim Huck. Motion carried.

Jim Huck motioned to adjourn, seconded by Mark Kirschling. Motion carried.

Dated: October 12, 1996

Attest. _____
Brenda A. Schneider
Taycheedah Town Clerk

October 22, 1996

Water Committee Meeting

1.

The Taycheedah Town Board and the Water Committee held an informational meeting on Tuesday, October 22nd, at 7:30 P.M., at the Town Hall.

Nitrate and chloride results were distributed to residents who provided a water sample for the extensive water testing done in late August to determine the extent of contaminated wells.

The following University-Wisconsin representatives presented their findings:

Water Specialist	Christine Mechenich	Stevens Point Campus
Environmental Resources	Jim Peterson	Madison
Water Quality Specialist	Byron Shau	Stevens Point
State Geological Spec.	Ron Hennings	Madison

Tests revealed approximately 98% of the wells tested contained safe levels of nitrates. The chloride tests concluded an extremely higher than normal level. A count higher than 10 indicates human influence through faulty septic systems, road salt, fertilizer, or animal waste. 79% of the wells tested contained more than 10 mg/L. The samples were also tested for sodium. Sodium is usually not found in groundwater. All of the samples tested detected sodium; an indicator of human-made groundwater contamination. Health advisory level for sodium in groundwater is 20 mg/l. 53% contained more than 20 mg/l.

The Water Committee will hold a meeting on Wednesday, November 13th, at 7:00 P.M., to discuss what to do with this new information.

Dated: October 25, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

October 28, 1996
November 4, 1996
November 11, 1996

Budget Preparation

1.

The Board, Treasurer and Clerk met to evaluate the years revenue and expenditures and estimated revenue and expenditures for 1997 in preparation for the 1997 Budget Hearing.

Dated: November 15, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

The November monthly meeting of the Taycheedah Town Board was held on Tuesday, November 20th, at 7:30 P.M., at the Taycheedah Town Hall. Members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett. Jim Huck called the meeting to order and read the evenings agenda. The Clerk read the minutes of September 10th's monthly meeting. The minutes stood approved as read.

Bob Anderson of the Dept. of Transportation addressed to Board concerning the scenic easement of Hwy. 151. Mr. Bloomer is beginning the process of developing his property which is effected by the scenic easement. Jim Huck motioned that the development plan should follow the restrictions set forth in the 1966 scenic easement, seconded by Mike Nett. Motion carried.

Rural Insurance agent Mike Immel discussed the current insurance coverage carried by the Town. Mike suggested asking hall renters to provide proof of insurance when using the hall for parties providing alcohol. Mike will bring an adjuster to the Town Hall in the future to evaluate the property.

The Plan Commission met on Nov. 11th, to make a recommendation to the Town Board concerning the request received from Mike and Lori Wilda. The Wilda's request a zoning change from Ag to Residential on approximately 2 acres parallel to their lot located at W3722 Cody Road. The Plan Commission recommended rezoning the 2 acres from Ag to Residential and also recommend rezoning the 1.1 acre lot contains their home from Ag to Residential making one 3.1 acre residential lot. Mike Nett motioned to rezone the 2 acre parcel from Ag to Residential as requested by Mike and Lori Wilda and also rezone existing parcel adjacent to the 2 acre parcel and owned by the Wilda's from current non-conforming Ag parcel to a Residential parcel. Mark Kirschling amended the motion of rezoning contingent upon a Certified Survey combining their existing lot and new parcel to form 1 lot of approximately 3.2 acres and a recorded deed restriction stating that the newly formed parcel will not be subdivided. Jim Huck seconded the amended motion. Motion carried, Jim Huck and Mark Kirschling aye, Mike Nett nay. Jim Huck seconded the original motion. Motion carried.

The Board acknowledged the receipt of the amendment to Sec. 10.10(8) and 12.32(4) of the Zoning Ordinance request from Elmer Bertram. The Board will turn the request over to the Plan Commission. The Plan Commission will meet on Monday, December 9th, at 7:30 P.M., to make their recommendation to the Town Board. The Town Board will consider the request on December 10th.

Residents residing on the Western end of Silica have voiced a concern about the rate of speed vehicles travel through their neighborhood. The Town Board can reduce the speed limit on local roads by 10 M.P.H. if the Board feels public safety is at risk. Jim Huck motioned to post the speed limit on Silica Road from Hwy. 151 to Cty. Trunk QQ at 45 M.P.H., seconded by Mark Kirschling. Motion carried.

The Fire Protection Contract was reviewed. The Board decided to wait to sign the contract until John St. Peter's secretary corrects the Chairman's name.

An agreement drafted by John St. Peter, pertaining to the Town of Taycheedah and the Town of Calumet sharing the fees for the formation of the Sanitary District in

November 12, 1996

Monthly Meeting

2.

Johnsburg was reviewed by the Board. Mike Nett motioned to accept the agreement as submitted, Jim Huck seconded. Motion carried. A special meeting was set for Thursday, November 21st, at 7:00 P.M., to accept the petition for the formation of Taycheedah Sanitary District No. 2 in Johnsburg.

The Budget Hearing was set for Monday, December 2nd, at 7:00 P.M., at the Town Hall.

The following Certified Survey maps were reviewed by the Board:

Steve Gerner Lot 6 of CSM No. 2994 in Section 9

Elizabeth Eppli NE 1/4 of the SW 1/4 Section 28 Lots 1, 24, 25, 26, 27, 28 & 29.

Jim Huck motioned to approve the certified surveys submitted, seconded by Mark Kirschling. Motion carried.

Mike Nett motioned to donate \$100.00 to the Calvary Area Senior Center, seconded by Mark Kirschling. Motion carried.

Mike Nett motioned to approve the town bills as submitted (order nos. 548-610), seconded by Jim Huck. Motion carried.

Mike Nett motioned to adjourn, seconded by Jim Huck. Motion carried.

Dated: November 15, 1996

Attest.



Brenda A. Schneider

Taycheedah Town Clerk

November 20, 1996

Special Meeting

1.

The Town Board and Clerk met with Attorney John St. Peter, on Wednesday, November 20th, at 2:00 P.M., at John St. Peter's office, to continue reviewing and revising the rough draft codification.

Dated: November 26, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

November 21, 1996

Special Meeting

1.

The Town Board met at 7:00 P.M., on November 21st, at the Town Hall. Members present were Chairman James Huck, Supervisors Mark Kirschling and Mike Nett.

Jim Huck called the meeting to order. The sanitary district formation petition from the Johnsborg residents was presented to the Town Board. The petition was signed by an amazing 85% of the residents/property owners of the district area. Mike Nett motioned to accept the petition for the formation of Taycheedah Sanitary District No.2 from the Johnsborg residents/property owners, seconded by Jim Huck. Motion carried.

The Board set the public hearing date for Tuesday, December 17, 1996, at 7:00 P.M., at the Taycheedah Town Hall.

Jim Huck motioned to adjourn, seconded by Mark Kirschling. Motion carried.

Dated: November 25, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

December 2, 1996

Budget Hearing

1.

The Budget Hearing on the 1997 Proposed Budget was held on December 2nd, 1997, at the Town Hall. Board members present were: Chairman James Huck, Supervisors Mark Kirschling and Mike Nett. Also present were: Clerk Brenda Schneider, Treasurer Roger Schneider, Assessor William Huck, George Walker, and Mike Freund.

The Chairman called the hearing to order at 7:10 P.M.. A copy of the proposed budget was distributed to everyone in attendance. After thorough evaluation, George Walker motioned to raise the 1996 levy, payable in 1997 to \$2.00 per 1000 of assessed value of property, seconded by Bill Huck. Motion carried unanimously. The excess revenue is to be set aside in the General Contingency Fund.

Bill Huck motioned to raise the Clerk's wage from \$12,524 to \$16,000 per year, seconded by Mike Freund. Motion carried unanimously.

Bill Huck motioned to set the 1997 town budget for highway and road expenditures at \$212,665.00, seconded by George Walker. Motion carried unanimously.

Mike Nett motioned to adjourn the public hearing, seconded by Mark Kirschling. Motion carried.

The Chairman called the Town Board Meeting to order at 8:15 P.M..

Mark Kirschling motioned to approve the 1997 Proposed Budget as reviewed and adjusted during the Public Hearing, seconded by Mike Nett. Motion carried.

Jim Huck motioned to adjourn, seconded by Mike Nett. Motion carried.

Dated: December 6, 1996

Attest. Brenda A. Schneider

Brenda A. Schneider

Taycheedah Town Clerk

TOWN OF TAYCHEEDAH

1997 ADOPTED BUDGET

	1995 ACTUAL	1996 ACT/EST	1996 BUDGET	1997 ADOPTED	% CHANGE
REVENUES					
Taxes:					
General Property Tax	\$200,235.60	\$206,985.16	\$211,461.44	\$292,609.07	39%
Intergov't Revenue	\$208,318.14	\$217,263.70	\$206,256.00	\$203,500.00	(1.4%)
Licenses and Permits	\$17,302.58	\$19,213.30	\$46,150.00	\$19,300.00	(58.2%)
Public Chrg. Services	\$110,798.82	\$138,607.74	\$131,590.00	\$129,659.00	(1.5%)
Misc. Income	\$10,396.05	\$10,006.22	\$4,100.00	\$3,945.00	(3.8%)
Proceeds	\$75,000.00	\$65,000.00	0	0	
TOTAL REV/PROCEEDS	\$622,051.19	\$657,076.12	\$599,557.44	\$649,013.07	9%
Cash Balance Applied	\$7,862.80	\$41,993.47	\$41,993.47	\$4,199.71	
TOTAL REV/PROC/CASH BAL	<u>\$629,913.99</u>	<u>\$699,069.59</u>	<u>\$641,550.91</u>	<u>\$653,212.78</u>	
EXPENDITURES					
General Gov't	\$112,888.23	\$109,298.19	\$145,538.37	\$129,178.51	(11.3%)
Health/Public Safety	\$394,749.19	\$439,099.82	\$485,543.87	\$465,616.12	(5%)
Culture, Recreat., Educ.	\$6,541.93	\$402.79	\$5,000.00	\$1,500.00	(70%)
Conservation/Develop.	\$512.56	\$2,134.65	\$794.65	\$280.00	(64.8%)
Debt Service	\$41,448.61	\$78,895.83	\$75,625.00	\$20,790.00	(72.5%)
Capital Outlay	\$31,780.00	\$65,038.60	0	0	
Reserve Contingencies	0	0	0	0	
TOTAL EXPEND.	<u>\$587,920.52</u>	<u>\$694,869.88</u>	<u>\$712,501.89</u>	<u>\$653,212.78</u>	358.48% (9%)
EXCESS OF REVENUES OVER(UNDER)EXPENSES	<u>\$41,993.47</u>	<u>\$4,199.71</u>	<u>(\$70,950.98)</u>	<u>\$0.00</u>	

The December monthly meeting of the Taycheedah Town Board was held on Tuesday, December 10th, 7:30 P.M., at the Town Hall. Members present were: Supervisors Mike Nett and Mark Kirschling. The meeting was conducted by Mike Nett.

Mike Nett motioned to approve the minutes of the November monthly meeting as read by the Clerk, seconded by Mark Kirschling. Motion carried.

The Plan Commission met on Monday, December 10th, to make a recommendation to the Town Board on behalf of Elmer Bertram's amendment request. The Plan Commission vote was 3 to approve and 3 to deny the request. The consideration of the petition from Elmer Bertram to amend Sect. 10.10(8) and Sect. 12.32(4) of the Town of Taycheedah Zoning Ordinance was tabled by the Town Board due to the absence of Chairman James Huck.

Mike Nett motioned to approve the renewal of Jim Feyen's kennel license, seconded by Mark Kirschling. Motion carried.

Final Plat approval of Cheetah Meadows subdivision was tabled at the request of Trond LeFluer.

The Water Committee updated the Board. The group is currently working on an informal survey and an informational flyer to distribute throughout the St. Peter area.

A list of suggested Election Inspectors was submitted to the Board by the Clerk. Mark Kirschling motioned to approve the appointment of Election Inspectors as submitted (copy attached), seconded by Mike Nett. Motion carried.

The Caucus will be held on Tuesday, January 21, 1997, at 8:00 P.M., at the Town Hall.

Mike Nett motioned to approve the town bills as submitted (order nos. 611-677), seconded by Mark Kirschling. Motion carried.

Mike Nett motioned to pay \$50,000 of the \$75,000 note and to renew the \$25,000 balance, seconded by Mark Kirschling. Motion carried.

Mike Nett motioned to adjourn at 7:55 P.M., seconded by Mark Kirschling. Motion carried.

Dated: December 14, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

1997-98 POLLWORKERS

DEMOCRAT

Patricia Schneider
W3941 McCabe Road
Malone, WI 53049
922-0902

Barbara Thome
W3353 Ledge Road
Malone, WI 53049
922-0075

Betty Costello
W3650 Ledge Road
Malone, WI 53049
921-2521

REPUBLICAN

M. Athleen Simon
W3748 Silica Road
Fond du Lac, WI 54935
922-9472

Judith Simon
W3056 Cty. Q
Fond du Lac, WI 54935
795-4253

Virginia Schneider
N8295 Cty. QQ
Malone, WI 53049
921-4772

Marilyn Schneider
N8574 Cty. QQ
Malone, WI 53049
921-4372

Alternates

Helen Schmitz (April)
N8732 Sylvan Bay Road
Fond du Lac, WI 54935
921-3056

Jean Sabel
W3727 Hwy. 149
Malone, WI 53049
921-4723

Lois Koenigs
W2658 Loehr Street
Malone, WI 53049
795-4497

Brenda Schneider
W2695 Loehr Street
Malone, WI 53049
795-4625

Alternates

Marjorie Bleck
N8340 Deadwood Point Road
Fond du Lac, WI 54935
921-4089

Marcie Gundert (April)
W3729 Silica Road
Fond du Lac, WI 54935
923-0253

Kathleen Casper
N8826 Bluegill Drive
Fond du Lac, WI 54935
921-1358

Linda Legg
N8896 Gladstone Beach Road
Fond du Lac, WI 54935
924-8262

December 17, 1996

Public Hearing

1.

The Taycheedah Town Board held a public hearing on Tuesday, December 17th, at 7:00 P.M., at the Taycheedah Town Hall, in response to a petition signed by 85% of the Johnsbury residents and property owners to form a sanitary district. Members present were: Chairman James Huck, Calumet Chairman Alan Sattler, Supervisors Michael Nett and Mark Kirschling. Also present was Ernst "Spike" Clarenbach, Fond du Lac County Code Enforcement Officer.

Jim Huck read the notice. No opposition was voiced against the formation of a sanitary district. Obviously all persons in attendance were in support of the formation.

Chairman James Huck closed the Public Hearing.

Town Board Meeting

Chairman James Huck called the Board Meeting to order at 7:35 P.M.. The only agenda item for the Board Meeting was to consider the testimony of the preceding public hearing.

Mike Nett motioned to approve the formation of a Town Sanitary District to be known as Town Sanitary District No.2 of the Town of Taycheedah, the area of the Sanitary District is located generally in the area commonly known as Johnsbury and is more particularly described in Exhibit A of the petition, seconded by Jim Huck. Motion carried.

Commissioners for the newly formed sanitary district will be appointed at the January 14th, 1997, Taycheedah Town Board Meeting. Compensation of the commissioners will also be set at the Jan. 14th meeting.

Jim Huck motioned to adjourn the meeting, seconded by Mark Kirschling. Motion carried.

Dated: December 20, 1996

Attest. Brenda A. Schneider
Brenda A. Schneider
Taycheedah Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that on the 17th day of December, 1996, at 7:00p.m., the at the Taycheedah Town Hall at W4295 Kiekhaefer Parkway, the Town Board of the Town of Taycheedah will hold a public hearing to consider the Petitions filed by various property owners requesting that a Town Sanitary District to be known as Town Sanitary District No. 2 of the Town of Taycheedah be formed. The area proposed for inclusion in the proposed Sanitary District is located generally in the area commonly known as Johnsborg and is more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter, and of the Southwest Quarter of the Southeast Quarter, Section 1, Town 16 North, Range 18 East, Town of Calumet, Fond du Lac County, WI; and

A part of the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter, and the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, all in Section 12, Town 16 North, Range 18 East, Town of Taycheedah, Fond du Lac County, WI, more particularly described as follows:

Commencing at a point on the centerline of County Trunk Highway "W", which point is 13 Rods North of the South line of the North One-Half of the Southwest Quarter of the Southeast Quarter of Section One, Town of Calumet; thence West along a line which is parallel to the said South line, a distance of 17 Rods 14 feet; thence South, a distance of approximately 660.0 feet, to a point on the North line of Lot C of Certified Survey Map No. 97 (as recorded in Volume 1 of Certified Survey Maps on Page 97, Fond du Lac County Registry); thence West along the North line of Lots C, B and A of said Certified Survey Map No. 97, to the Northwest corner of said Lot A; thence south along the West line of said Lot A, to the South line of said Section One, Town of Calumet, which line is also the North line of Section 12, Town of Taycheedah; thence East along said Section line to a point which is 438 feet West of the West line of the Northeast Quarter of said Section 12; thence continuing South along a line which is parallel to and 438 feet West of, the said West line of the said Northeast Quarter, to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 12; thence East along said South line and along the South line of the Northwest Quarter of the Northeast Quarter of said Section 12, to a point which is 348.50 feet West of the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 12; thence Southeasterly, a distance of approximately 257.02 feet, to the Northwest corner of Certified Survey Map No. 1698, as recorded in Volume 9 of Certified Survey Maps on Pages 198 and 198A, Fond du Lac County Registry; thence Southeasterly along the West line of said Certified Survey Map No. 1698 and along the West line of Certified Survey Map No. 1697, as recorded in Volume 9 of Certified Survey Maps on Pages 197 and 197A, Fond du Lac County Registry, to the Southwest corner of said Certified Survey Map No. 1697; thence Northeasterly along the South line of said Certified Survey Map No. 1697 to a point on the West

line of the Southeast Quarter of the Northeast Quarter of said Section 12; thence South along said West line and along the West line of the Northeast Quarter of the Southeast Quarter of said Section 12, to a point which is 150.65 feet South of the South line of the Northeast Quarter of said Section One (which point is also 248.0 feet West of the Southwest corner of Certified Survey Map No. 412, as recorded in Volume 4 of Certified Survey Maps on Pages 12 and 12A, Fond du Lac County Registry); thence East and parallel with said South line, to the Southeast corner of Certified Survey Map No. 1327, as recorded in Volume 8 of Certified Survey Maps on Pages 52 and 52A, Fond du Lac County Registry; thence North along the East line of said Certified Survey Map No. 1327 to the Northeast corner thereof; thence Northwesterly along a line which is parallel to, and 326.78 feet East of, the East Right-of-Way line of Fond du Lac County Trunk Highway "W", to a point on the West line of Northeast Quarter of the Northeast Quarter of said Section 12; thence North along the said West line of the Northeast Quarter of the Northeast Quarter of said Section 12, to a point which is 200 feet South of the North line of said Section 12; thence East along a line which is parallel to, and 200 feet South of, the said North line of said Section 12, to the East line of the of said Section 12; thence North along the East line of said Section 12 and along the East line of Section One, Town of Calumet, to a point which is 350 feet North of the Northeast corner of said Section 12; thence West along a line which is parallel to, and 350 feet North of, the South line of said Section One (said line also being the North line of Section 12, Town of Taycheedah), to a point which is 200 feet East of the East Right-of-Way line of Fond du Lac County Trunk Highway "W"; thence North along a line which is parallel to, and 200 feet East of, said Fond du Lac County Trunk Highway "W" Right-of-Way line, to a point which is 13 Rods North of the South line of the North One-Half of the Southwest Quarter of the Southeast Quarter of said Section One; thence West along a line which is parallel to the South line of said Section 1, to the point of beginning of this description.

Brenda Schneider
Town Clerk

December 19, 1996

Special Town Board Meeting


1.

A special Town Board meeting was held prior to the Long Range Plan Meeting at 7:30 P.M., at the Town Hall. The only agenda item was to change the date of the Caucus. The Caucus date was previously set during the December 10th monthly meeting, for January 21st. Due to a conflict with Chairman Jim Huck's schedule, the Caucus date needs to be changed. Mike Nett motioned to change the Caucus date to Wednesday, January 8th, 1997, at 8:00 P.M., seconded by Jim Huck. Motion carried.

Mike Nett motioned to adjourn, seconded by Jim Huck. Motion carried.

Dated: December 20, 1996

Attest.



Brenda A. Schneider

Taycheedah Town Clerk