

**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, August 17, 2015**

**6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. OATH OF OFFICE – DISTRICT 7 ALDERMAN
- D. ROLL CALL/EXCUSED ABSENCES
- E. PUBLIC HEARING
- F. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)
- G. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
  - 1. Introduction of Candi Huber, HR Coordinator.
  - 2. Wisconsin Department of Transportation; Presentation of Racine Street Bridge.
  - 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:  
Minutes to receive:
    - a. [Administration Committee, 08/03/15.](#)
    - b. [Board of Public Works, 08/03/15.](#)
    - c. [Parks and Recreation Board, 08/10/15.](#)
    - d. [Plan Commission, 08/04/15.](#)
    - e. [Police Commission, 05/21/15.](#)  
Communications:
    - f. [Jonathan Smith, President, Simply Incredible Foods, to CA Captain, 06/26/15; Update on Simply Incredible Foods.](#)
    - g. [Christine Sohns, Simply Incredible Foods to CA Captain; Update on asbestos project.](#)
    - h. [Waverly Sanitary District Meeting Minutes, 07/23/15.](#)
    - i. [PWD Radtke, 08/12/15; Neenah Menasha Sewerage Commission Sanitary Sewer Rate Increase.](#)
    - j. [Mayor Merkes, 08/12/15; Lighting Sample Installation.](#)
    - k. [PC Styka, 08/13/15; Police Lieutenant Promotion.](#)
    - l. [PRD Tungate, 08/13/15; Park Board Recommendations Relative to the Brighton Beach Greenspace Plan.](#)
    - m. [Clerk Galeazzi, 08/13/15; New Voting Machines.](#)
- H. CONSENT AGENDA  
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)  
Minutes to approve:
  - 1. [Common Council, 08/03/15.](#)  
Administration Committee, 08/03/15 – Recommends the Approval of:
  - 2. [The Health Department to enter into an Interagency Memorandum of Understanding to Purchase PortaCount Pro Respiratory Fit Tester with Manitowoc County Health Department.](#)  
Board of Public Works, 08/03/15 – Recommends the Approval of:
  - 3. [Street Use Application – Labor Day Parade; Monday, September 7, 2015; 9:30 AM – 10:30 AM \(Fox Valley Area Labor Council\).](#)
  - 4. [Change Order – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; ADD: \\$6,011.00 \(Change Order No. 3\).](#)

5. [Change Order – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; ADD: \\$20,125.00 \(Change Order No.3\).](#)
6. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$100,182.94 \(Payment No. 5\).](#)
7. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$5,500.50 \(Payment No. 3\).](#)
8. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$93,793.83 \(Payment No. 3\).](#)
9. [Agreement with Appleton Regarding Midway Road and Southfield Drive Intersection Reconfiguration.](#)  
[Plan Commission, 08/04/15 – Recommends the Approval of:](#)
10. [A grant of a utility easement to Menasha Utilities – 163, 165, 167 Main Street rear, subject to review by the City Attorney.](#)
11. [A grant of a utility easement to Menasha Utilities - Broad Street Parking Lot subject to review by the City Attorney.](#)
12. [The acquisition of all or part of 320 Chute Street.](#)
13. [The acquisition of land from Woodlands Development, LLC \(as contemplated in the Development Agreement between the City of Menasha and Woodlands Development, LLC approved on 08/03/15\).](#)

I. ITEMS REMOVED FROM CONSENT AGENDA

J. ACTION ITEMS

1. [Accounts payable and payroll for the term of 08/06/15 to 08/13/15 in the amount of \\$3,734,345.55.](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [Offer to Purchase 320 Chute Street, Menasha.](#)

K. HELD OVER BUSINESS

1. [The purchase of the SABER 28574 from Pierce Manufacturing for \\$387,000 with an additional \\$20,000 for equipment for a total cost of \\$407,000. Each City Finance Director shall give information to their respective Common Council on funding sources available for each of their Cities for this unbudgeted purchase prior to each Common Council's approval.](#)

L. ORDINANCES AND RESOLUTIONS

1. [O-14-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinance \(Polling Places\). \(Introduced by Ald. Langdon\) \(Recommended by the Administration Committee\).](#)
2. [R-26-15 Resolution Approving the City of Menasha's Liability Insurance Renewal through Cities and Villages Mutual Insurance Company \(CVMIC\). \(Introduced by Mayor Merkes\)\(Recommended by the Administration Committee\).](#)
3. [R-27-15 Resolution approving application to the Board of Commissioners of Public Lands to borrow \\$11,180,853.03 from the State Trust Fund and authorizing the borrowing and the issuance of certificates of indebtedness and levying a tax in connection therewith. \(Introduced by Mayor Merkes\).](#)
4. [R-28-15 Resolution approving application to the Board of Commissioners of Public Lands to borrow \\$768,633.79 from the State Trust Fund and authorizing the borrowing and the issuance of certificates of indebtedness and levying a tax in connection therewith. \(Introduced by Mayor Merkes\).](#)
5. [R-29-15 Resolution Approving a 2015 Capital Improvement Budget Adjustment For the Purchase of a Fire Truck and the Accompanying Borrowing to be Included With the 2016 Capital Improvement Program Borrowing.](#)
6. [R-30-15 Resolution Approving a 2015 Budget Adjustment For the Purchase of Land Within the T.I.D. #9 Account. \(Introduced by Mayor Merkes\).](#)

M. APPOINTMENTS

N. CLAIMS AGAINST THE CITY

O. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA  
(five (5) minute time limit for each person)

P. RECESS TO BOARD OF PUBLIC WORKS.

Q. ACTION ITEMS

1. Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e) and (g): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Offer to Purchase 320 Chute Street); and Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.(Incorporation of a portion of lands comprising the Town of Menasha, Winnebago County, WI. Richard Jones et al vs. Town of Menasha Case No.15-CV-452).
2. May reconvene into Open Session to act on what was discussed in Closed Session.

R. ADJOURNMENT

**MEETING NOTICE**  
**TUESDAY, September 8, 2015**  
**Common Council Meeting – 6:00 p.m.**

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
August 3, 2015  
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:31 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Krautkramer, Langdon, Zelinski, Benner

EXCUSED: Alderman Keehan

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 7/20/15](#)

Moved by Ald. Langdon seconded by Ald. Krautkramer to approve minutes.

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [O-14-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinance \(Polling Places\) \(Introduced by Ald. Langdon\)](#)

Clerk Galeazzi explained the change of polling place for Aldermanic Districts 3&4 from Banta School Administration Building to the Boys and Girls Club of Menasha. The Boys and Girls Club has more parking and is more accessible.

Moved by Ald. Langdon seconded by Ald. Benner to recommend to Common Council O-14-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinance (Polling Place).

Motion carried on roll call 6-0.

2. [Liability Insurance-CVMIC Update/Renewal](#)

CA Captain reviewed the reports from CVMIC on Liability Insurance. She explained the 2015 liability dividend will be paid in March 2016. Historically the City has opted to have the dividends paid at the earliest date. A recommendation would need to be made to Common Council if that option is not acceptable. She also explained the Common Council will need to adopt a Resolution to continue to participate in CVMIC.

Moved by Ald. Benner seconded by Ald. Langdon to recommend to Common Council the proposed resolution to continue membership in CVMIC and accept CVMIC's premium proposal for years 2016, 2017, and 2018.

Motion carried on roll call 6-0.

3. [Interagency Memorandum of Understanding to Purchase PortaCount Pro Respiratory Fit Tester](#)

PHD McKenney explained the MOU with Manitowoc County Health Department for the purchase and use of a PortaCount Pro Respiratory fit Tester. There will be eleven health departments participating in the partnership. The City's safety program includes annual respiratory protection fit testing.

Moved by Ald. Benner seconded by Ald. Langdon to recommend to Common Council the Health Department enter into an Interagency Memorandum of Understanding to Purchase PortaCount Pro Respiratory Fit Tester with Manitowoc County Health Department from August 1, 2015 to July 31, 2020.

Motion carried on roll call 6-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Langdon to adjourn at 8:45 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
August 3, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 8:46 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Krautkramer, Langdon, Zelinski, Benner

EXCUSED: Alderman Keehan

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi, Dave Elliott (MJSD)

C. MINUTES TO APPROVE

1. [July 20, 2015](#)

Moved by Ald. Langdon seconded by Ald. Nichols to approve minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Street Use Application – Labor Day Parade; Monday, September 7, 2015; 9:30 AM – 10:30 AM \(Fox Valley Area Labor Council\)](#)

Moved by Ald. Nichols seconded by Ald. Benner to recommend to Common Council Street Use Application for Labor Day Parade on Monday Sept. 7, 2015, 9:30-10:30 a.m. (Fox Valley Area Labor Council).

Motion carried on voice vote.

2. [Change Order – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; ADD: \\$6,011.00 \(Change Order No. 3\)](#)

DPW Radtke explained the change order is to add a concrete ramp as part of the trail and to add an edge along part of the trail.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council change order for Janke General Contractors for Gilbert Riverfront Trail, Contract No. 2014-03, Add amount of \$6,011.00 (Change Order No. 3).

Motion carried on roll call 6-0.

3. [Change Order – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; ADD: \\$20,125.00 \(Change Order No.3\)](#)

DPW Radtke explained the change is to add a cable railing along the trestle part of the trail. It is consistent with the railing on the concrete trail.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council change order for Janke General Contractors for Gilbert Trestle Improvements, Contract No. 2014-04, Add amount of \$20,125.00 (Change Order No. 3).

Motion carried on roll call 6-0.

4. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$100,182.94 \(Payment No. 5\)](#)

DPW Radtke explained payment is for portion of concrete trail.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council Payment to Janke General Contractors for Gilbert Riverfront Trail, Contract No. 2014-03 in the amount of \$100,182.94 (Payment No. 5).

Motion carried on roll call 6-0.

5. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$5,500.50 \(Payment No. 3\)](#)

DPW Radtke explained payment is for the revisions and modifications to the trail.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council Payment to Janke General Contractors for Gilbert Trestle Improvements, Contract No. 2014-04 in the amount of \$5,500.50 (Payment No. 3).

Motion carried on roll call 6-0.

6. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$93,793.83 \(Payment No. 3\)](#)

DPW Radtke explained payment is for street work in Southfield West/Natures Way Subdivision and Parker Farm VI Subdivision. Work is completed in these subdivisions. Contractor will be moving on to the other streets in this project.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council Payment to Northeast Asphalt, Inc for new street construction and reconstruction, concrete curb and gutter, asphalt pavement, storm sewer for Southfield West/Natures Way subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street, Contract No. 2015-01 in the amount of \$93,793.83 (Payment No. 3).

Motion carried on roll call 6-0.

7. [Menasha Joint School District Request for 90-Day Trial Period to Change Clovis Grove Elementary School Bus Parking / Parent Pick-Up and Drop-Off Areas](#)

Dave Elliott, Supervisor of Buildings, Grounds & Safety for Menasha Joint School District, explained the request of MJSD to change the school bus parking area from Ida Street to the circle drive in front of Clovis Grove School and the area on the north side of 9<sup>th</sup> Street in front of the school be designated as a loading zone only for parent pick-up and drop-off. Staff recommends prohibiting parking on the south side of 9<sup>th</sup> Street between Ida and Arthur Street for safety reasons. In checking with some of the residents in the area they support changes in parking on 9<sup>th</sup> Street.

Moved by Ald. Nichols seconded by Ald. Taylor to approve 90 day trial period to change Clovis Grove Elementary School bus parking/parent pick-up and drop-off areas and include no parking on south side of 9<sup>th</sup> Street from Ida to Arthur Street from 7:30am-4:30pm on school days.

Motion carried on roll call 6-0.

8. [Agreement with Appleton Regarding Midway Road and Southfield Drive Intersection Reconfiguration](#)

DPW Radtke explained the City of Appleton is asking for a commitment from City of Menasha to partner on the improvements to the intersection of Midway Road and Southfield Drive for safety purposes. Calumet County will be participating in the project. CA Captain reviewed the agreement and recommended some changes. Staff has not received the final agreement with the recommended changes from City of Appleton, but should have before next Common Council meeting.

Moved by Ald. Benner seconded by Ald. Nichols to recommend to Common Council Agreement with Appleton regarding Midway Road and Southfield Drive intersection reconfiguration.

Motion carried on roll call 6-0.

9. [Resolution R-25-15 Pertaining to Equivalent Runoff Unit \(ERU\) Charges for Storm Water Utility \(Introduced by Mayor Merkes\)](#)

ASD Steeno explained the need to increase storm water rates to keep the Storm Water Utility operating at a prudent level. She reviewed the past few years Storm Water Utility budgets.

Moved by Ald. Nichols seconded by Ald. Langdon to recommend to Common Council Resolution R-25-15 Pertaining to Equivalent Runoff Unit (ERU) Charges for Storm Water Utility (Introduced by Mayor Merkes)

General discussion ensued on recommended increases for 2015 and 2016, method used to determine ERU, financial impact using different method, making changes to the current method of determine ERU.

Moved by Ald. Zelinski seconded by Ald. Taylor to table.

Motion carried on roll call 5-1 Ald. Benner voted no.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Langdon to adjourn at 9:35 p.m.

Motion carried on voice vote.

**CITY OF MENASHA**  
**Parks and Recreation Board**  
**Shepard Park – 100 Mathewson Street**  
**August 10, 2015**  
**MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order by Chr. D Sturm at 6:00pm.

**B. ROLL CALL/EXCUSED ABSENCES**

MEMBERS PRESENT: Chairman Dick Sturm, Ald. Dan Zelinski, Cindy Schaefer-Kemps, Tom Marshall,

MEMBERS EXCUSED: Nancy Barker, Lisa Hopwood

OTHERS PRESENT: PRD Tungate, PS Maas, Tim Gosz, Sara Bell, Suzanne Brault Pagel, Kelly Krabbe, Kathy Stahl, Trish Nau, Chris Klein, Randy Thomson

**C. MINUTES TO APPROVE**

1. **Minutes of the July 13, 2015 Park Board Meeting** - Moved by S. Pawlowski, seconded by C.Schaefer-Kemps to approve the minutes of the July 13, 2015 Park Board meeting. Motion carried.

**D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION**

Kathy Stahl was present and she highlighted some concerns that were written in her August 3 letter to the Common Council. Litter/lack of garbage cans in Jefferson Park was mentioned. Alcohol consumption in the park was deemed excessive. She would also like to provide fish line containers in at least Jefferson Park. Staff at Heckrodt is working on this as an Eagle Scout project.

**E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS**

1. **Department Report** – PRD Tungate reported that time has been spent working on the Gilbert project, CIP plan, Grunski Runski – Aug 8, and the first annual Corny Community Walk- Aug. 13 which is being co-sponsored by the Health Dept.
2. **Park, Pool and Vandalism Report** – PS Maas reported that no vandalism occurred last month, planning for the Koslo Park ball diamond rehabilitation have been occurring, soft surfacing going in at Clovis Grove play equipment, trees and fence removed from the east end of the Gilbert trail, some tree and plant watering has occurred.
3. **Column Committee Report** – Chairman Sturm reported that DOT will not allow columns in a State roundabout. Local ones ok. Next meeting is in October.

**F. DISCUSSION**

1. **2016 CIP for Parks Department** - PRD Tungate briefed the Board on what projects will be included in the 2016 capital improvement portion of the budget. The Mayor and Common Council will review all city requests in the upcoming weeks.
2. **Winz Park-discuss the next step** – lengthy discussion was held on whether or not to pursue repairing the badly deteriorated recreation surface on the top of Winz Park, or allow Menasha Utilities to pursue some type of roofing system on top of the clearwell, which would eliminate any further recreation from occurring on the deck. PRD Tungate stated that at a minimum, it would cost approximately \$150,000 to resurface the approximately 30,000 square feet of the clearwell deck. Depending on which roof option the Utilities chose, the range on that was \$50,000 or \$130,000

according to MU employee Tim Gosz. Chr. D. Sturm had the Board agree to a December 14 final decision on whether to abandon the deck as a public park. Several ideas were suggested on how to communicate with the neighborhood and get their feedback on the issue. A public meeting held last year was poorly attended. If the park were to close, the Board discussed the possibility of replacing the lost recreation amenities- tennis and basketball in either Jefferson Park or potentially across the street from Winz Park (old water tower site). Staff will proceed with establishing a process for contacting the neighbors, which may include a small postcard survey. Trish Nau with East Central may lend a hand in this process.

## **G. ACTION ITEMS**

1. **Approval of Seafoodfest on September 11-12, 2015 in Jefferson Park** - Motion by T. Marshall, seconded by C. Schaefer-Kemp to approve Seafoodfest for Sept. 9-11, 2015. Motion carried.
2. **Approval of Twisted Pistons Car Show August 20, 2015 in Curtis Reed Square** – Motion by S. Pawlowski, seconded by Ald. D. Zielinski to approve Twisted Pistons Car Show August 20, 2015.
3. **Approval of a Born Learning Trail in Smith Park** - Motion by S. Pawlowski, seconded by T. Marshall to approve the installation of the trail in Smith Park to be placed near the existing play equipment. Motion carried.
4. **Approval of a Born Learning Trail (including bi-lingual signage) in Jefferson Park** – Motion by S. Pawlowski, seconded by C. Schaefer-Kemps to approve the installation of the trail near the existing play equipment in Jefferson Park. Motion carried.
5. **Consider designating the Brighton Beach green space as a city park** – after considerable discussion, a three part motion was made relating to the future of this greenspace. Moved by S. Pawlowski, seconded by Ald. D. Zielinski to: 1. Support the citizen group's plan to improve the greenspace, although staff would like input on the location and style of the bench. 2. Request that staff continue to work with MU staff and others to seek a resolution to the Third St. parkland issue-possibly to include accepting the Brighton Beach greenspace as a park to make up for the loss of a very small amount of parkland needed for the new bridge per DNR requirements. 3. Support accepting the Brighton Beach greenspace as a park, pending the outcome of the Jefferson Park master plan. Motion carried.
6. **Recommend trail extension from the new Memory Care facility on Midway Road into Barker Farm Park** – Motion by S. Pawlowski, seconded by C. Schaefer-Kemps to approve extending the trail from the Memory Care facility on Midway Road to the edge of Barker Farm park. This would be consistent with the previously approved master plan for the park. Motion carried.

## **H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Kathy Stahl mentioned that not all street ends are maintained the same, some not being accessible.

## **I. ADJOURNMENT**

Moved by S.Pawlowski , seconded by T. Marshall to adjourn at 9:00 pm. Motion carried.

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**August 4, 2015**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 3:33 PM by Mayor Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, DPW Radtke, Commissioners Sturm, DeCoster, and Schmidt.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Cruickshank.

OTHERS PRESENT: CDD Keil, AP Englebert, Lisa Miotke (Menasha Utilities), and Dan Gueths (2035 Manitowoc Road).

**C. MINUTES TO APPROVE**

1. **Minutes of the July 21, 2015 Plan Commission Meeting**

Motion by DPW Radtke, seconded by Ald. Benner to approve the July 21, 2015 Plan Commission meeting minutes. The motion carried 6-0.

**D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA**

1. No one spoke.

**E. DISCUSSION**

1. **Mini Storage Facilities in Commercial Districts**

CDD Keil provided an overview of the potential ramifications of allowing existing storage units to be expanded within the C-1 General Commercial District and C-4 Business Park District. Commissioners discussed the current regulations for mini storage and outdoor storage. CDD Keil indicated that the Plan Commission could consider allowing storage units as a special use in the C-1 General Commercial District and C-4 Business Park District. Mr. Gueths added that there is substantial demand for storage units. Commissioners directed staff to prepare a draft of a zoning code revision that would allow for the expansion of existing mini storage facilities as a special use in the C-1 General Commercial District and C-4 Business Park District.

**F. ACTION ITEMS**

1. **Utility Easement – 163, 165, 167 Main Street, Rear**

CDD Keil explained the need for the easement was based upon servicing the development of One Menasha Center. Commissioners discussed the process of dedicating easements.

Motion by Comm. DeCoster, seconded by DPW Radtke to recommend approval of the easement pending review by the City Attorney. The motion carried 5-0 with Mayor Merkes abstaining.

2. **Utility Easement – Broad Street Parking Lot**

CDD Keil described the proposed relocation of utility services pertaining to the Broad Street Parking Structure. DPW Radtke inquired as to the finality of utility locations for the structure. Comm. Sturm cautioned against delays in approving easements for entities that rely on them.

Motion by Comm. DeCoster, seconded by DPW Radtke to recommend approval of the easement pending review by the City Attorney. The motion carried 6-0.

3. **Land Acquisition – Woodland Developments, LLC**

CDD Keil relayed information regarding the Development Agreement approved by the Common Council with Woodland Development, LLC. The Development Agreement provides for the acquisition of lands with the purposes of future construction of a recreational trail. CDD Keil explained how the land acquisition complies with plans for the completion of a regional trail system.

Motion by DPW Radtke, seconded by Comm. Schmidt to recommend approval of land acquisition. The motion carried 6-0.

4. **Land Acquisition – 320 Chute Street**

CDD Keil explained that there is an existing Development Agreement between McClone Downtown Development, LLC and the City of Menasha for the provision of 120 parking stalls. Due to the displacement of parking stalls by construction of the Broad Street Parking Structure, there is a need for acquiring more parking stalls. Commissioners discussed the following:

- Time requirements for providing parking stalls.
- Pros and cons of acquiring the entirety of the property or only the parking lot.
- Possibility of leasing parking stalls instead of purchasing the parking lot.

Motion by DPW Radtke, seconded by Comm. Sturm to recommend approval of land acquisition for all or part of the 320 Chute Street parcel. The motion carried.

5. **Extension of Shared Use Path – Oak Park Place to Barker Farms Park**

CDD Keil discussed the need for an extension of the shared use path to better facilitate access to Barker Farms Park. Ald. Benner inquired as to future plans for a recreational trail in Barker Farms Park and whether or not the extension would connect to a future trail. Comm. Sturm asked if there would be any increased costs in delaying this item. CDD Keil stated that it would likely be cheaper if acted upon now while Oak Park Place is still being constructed. Additional information is to be gathered concerning the relationship of the proposed extension with regards to the existing trail system and other attributes within the park.

**H. ADJOURNMENT**

Motion by Comm. DeCoster, seconded by Ald. Benner to adjourn at 4:53 PM. The motion carried.

*Minutes respectfully submitted by AP Englebert.*



President Jason Dionne called the meeting to order on May 21<sup>st</sup> at 4:30 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Terri Reuss, Chief Styka, Jason Dionne, Tony Gutierrez, Marshall Spencer

Minutes to Approve: Marshall Spencer moved to approve March 19<sup>th</sup>, 2015 meeting minutes. Terri Reuss seconded the motion. The Commission unanimously approved the minutes.

Communication to Receive: None

Discussion: None

New Business: Ron Duuck has resigned his position for personal reasons. Fran Ebben has been appointed to the position of Police Commissioner.

### **Chief Styka Report**

#### **Police Commission Meeting 5/21/2015**

##### **Training:**

- Crisis Intervention Training: Sawyer (40 hrs)
- Anatomy of a Force Incident: Kavar, Picard & Jorgenson (8 hrs)
- Legal Update: Continuation of all officers to attend
- Pursuit Update: Miller (4 hrs)
- Reid Interview and Interrogation: Thorn (24 hrs)
- Homicide Conference: Bouchard & Mauthe (24 hrs)
- Conducting Effective Internal Investigations: Albrecht (8 hrs)
- Alcohol Control Course: Hoernke (4 hrs)
- Tactics & Procedures for Barricaded Subjects: Thorn & Lenss (8 hrs)
- Heroin Death Investigations: Bouchard (4 hrs)
- Evidence Tech School: Edwards (40 hrs)
- Field Training Officer: Spiegel (40 hrs)
- WI Public Records Law: Bouchard, Groeschel & Tralongo (8 hrs)
- Advanced Crime Prevention: Zemlock (24 hrs)
- WAHI Conference: Gruss (36 hrs)
- Gaining Insight through Statement Analysis: Swenson (24 hrs)
- Heroin Update: Picard (8 hrs)
- SWAT School Basic: Heidemann (40 hrs)
- Intox Certification: Heidemann (24 hrs)
- Instructor Update: Styka, Halderson, Lenss & Thorn (8 hrs)

##### **Department Updates:**

- Trestle Trail Incident: Discussion on the incident, response and investigation.

- On-line reporting system: We have run into an issue with the interface into the records management system. We may go live without the interface. Project still in holding pattern
- Employee performance system has been selected and will be implemented as soon as the vendor has us set up.
- Building update suggestions has been very complete and would be very expensive to implement everything. We are working to break it into sections to see what can be accomplished to take care of the biggest issues.
- Meeting next week with Boys and Girls Club to discuss some police department partnerships for the summer
- Police Week: Recap of awards and events for the week
- 2014 Department Report released during police week. (Copy distributed.)
- Hiring Process / Personnel Update

Adjourn: Marshall Spencer moved to adjourn. Terri Reuss seconded the motion at 6:15 pm. The motion was unanimously supported.

The next bi-monthly meeting will be held Thursday July 23<sup>rd</sup> 2015 at 4:30pm Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

Menasha alderpersons occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee, may be attending; however no official Action of any of these bodies will be taken.

Menasha is committed to its diverse population. Our non- English speaking population or those with disabilities are invited to contact the acting Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,  
Theresa Reuss  
Commissioner, Secretary

Pamela Captain, Esq.  
City of Menasha  
140 Main Street  
Menasha, WI 54952

June 26, 2015

Dear Pamela,

It is great to hear from you! Things are progressing well at Simply Incredible Foods. We officially started operations on April 7<sup>th</sup> (my 50<sup>th</sup> birthday), so we are close to 80 days into production. We have moved over nearly all the employees who plan to move over here (except me). Our Port Edwards facility only houses our research, sales and marketing. Those departments will move here once we can expand further into the demolition area.

We have been very lucky to hire some great talent in the valley. You have very well trained people in this community. We have filled supervisory positions for sanitation, inventory/logistics, production, as well as quality. We are building a great team. To date we have about 20 on the payroll, which is what was expected until we can occupy more space in the building.

On the demolition side, we have slowed our scrapping process in hopes that the steel prices will improve. It was our intention to put some 'blood, sweat, and tears' into the process of demolishing/selling equipment, in hopes of having extra cash for quick improvements. As of today, with steel prices so low, it will cost us money to remove the equipment, so we will hold off as long as we can possibly wait.

On the horticultural side, we have improved the landscaping. This will be a season-long process because Michelle, my wife and horticulturist, has plans to move our 'mini arboretum' of personal perennials over to the facility throughout the summer. It will look nice. We have great plans for the canal, but until the stack is removed, we cannot plant too close to the demolition site.

Our next structural improvement on the facility will be the entrance door and all the windows on the east side of the building. That will improve the 'look' of the building immensely.

Yes, we still have a turbine for sale. We have engineering companies around the US promoting the unit, so it can be sent to a new home, and as a result, help us fund more improvements to the building.

All is going good. I will have to stop by one of your council meetings someday.

Regards,

Jonathan D Smith, PhD  
President  
Simply Incredible Foods

A handwritten signature in black ink, appearing to read 'Jonathan D. Smith', is written over a horizontal line. There is a small mark below the signature.

Pamela A. Captain, Esq.  
City of Menasha  
140 Main St.  
Menasha, WI 54952-3151

Dear Pam,

In response to your letter I will update you on the asbestos project. We have used Advanced Asbestos Removal for all of our work to date. They have been working the last month to layout the project and cost of removing the first boiler. I believe we should have that information very soon. They subcontract the demolition project and they are in full control of the asbestos work. The summer is very busy for them with school work; the plan is to start the project this fall when they have time. We will take each boiler separately to better manage the project. They have done preparation work and additional testing getting ready for this fall.

This will change slightly if we have to manage the area for removal of other equipment first.

Very truly yours,

A handwritten signature in cursive script, reading "Christine A. Sohns".

Christine A. Sohns  
Simply Incredible Business Developments

1) **MEETING WAS CALLED TO ORDER** at 8:00am by President Bartlein.

2) **PRESENT:**

|                       |       |                              |       |
|-----------------------|-------|------------------------------|-------|
| President Bartlein    | (DRB) | Systems Operator Krueger     | (RWK) |
| Commissioner Kasten   | (DLK) | Systems Operator Van Zeeland | (TGV) |
| Commissioner Bartlein | (JJB) | Systems Operator Dornfeld    | (DWD) |
| Consultant Sambs      | (MLS) | Office Manager Girdley       | (CMG) |
| Engineer Martenson    | (SCM) | Admin Assistant Weir         | (PMW) |

Others in attendance: Harrison Manager Travis Parish, Harrison Planner Mark Mommaerts, Harrison Village Trustee Joe Sprangers, Resident Glenn Kasten and Kristen Fuller & Ryan Van Camp from SEH Engineering

3) **APPROVAL/ACCEPTANCE OF 6/11, 6/17 AND 6/25/15 MEETING MINUTES:**

MOTION (DLK<sup>1</sup>/JJB<sup>2</sup>) to approve minutes. Motion carried 3-0.

4) **RECEIPT ACKNOWLEDGEMENT/APPROVAL/ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS AND BUDGET COMPARISONS:** MOTION (JJB<sup>1</sup>/DLK<sup>2</sup>) to approve. Motion carried 3-0.

5) **COMMUNITIES/CUSTOMERS/SERVICE CONCERNS**

- Menasha Utilities Service Acquisition of District's Lift Station #4 Property: CMG stated the Public Hearing was held 7/22/15.
- Acct #126: RWK reported this issue is now being reviewed by Calumet County.

6) **MONTHLY WATER SAMPLE TESTS' RESULTS:** RWK reported five samples taken on 6/22/15 were determined safe by Clean Water Testing. Report on file.

7) **OLD BUSINESS**

- 2013 Wisconsin Act 25-Municipal Customer Privacy Bill: Nothing new to report.
- Senate Bill 517 Act 274-Tax Roll Certification of Unpaid Utility Bills: Nothing new to report.

8) **DISTRICT'S REPAIR/MAIN EXTENSION/MODIFICATION PROJECTS**

- Future Lift Station #6: SCM reported wetland delineation is almost complete, survey work has begun and request filed for archeological report from DNR.
- Sonny Drive Extension East of Black Oak (2<sup>nd</sup>): SCM reported project under construction beginning July 20 and expecting to take three weeks.

9) **GENERAL CONSTRUCTION STATUS (INDIVIDUAL DEVELOPER FUNDED PROJECTS)**

- North Shore Apartments (Harrison Apts) Phase I: SCM stated project not ready for acceptance.
- Harrison Apartments Phase II & III: SCM stated project not ready for acceptance.
- Ponds of Menasha – Phase 2: Acceptance expected when Villa way is constructed in gravel state.

10) **NEW BUSINESS**

- Next meeting is Thursday August 6, 2015 (8:00am) at District Office.

**11) OFFICE REPORT:**

- TID Reimbursement Request: CMG reported reimbursement received.
- 2012 Outstanding Special Assessment Payments: CMG reported payments received.
- 2015 WI Act 55: CMG reported recently adopted Wisconsin Act 55 prohibits us from requiring a Clear Water Inspection prior to the closing on the sale of a house. Our current \$40 fee for real estate inquiries covered the cost of a Clear Water Inspection. Commission discussed reducing the fee. MOTION (JJB<sup>1</sup>/DLK<sup>2</sup>) to reduce fee to \$25. Motion carried 3-0.
- CMG reported 20 residential and eight commercial connections in June compared to 44 residential and no commercial last June. 2014 Consumer Confidence Report was published June 28.

**12) FIELD REPORT**

- Spring Valley Road Revised As-Builts: RWK reported revision completed.
- Disposal of District's 1993 Dump Truck: RWK reported the truck sold at Outagamie Auction netting Waverly \$7912.50. Payment was received.
- RWK reported annual televising of sewer laterals is progressing. Property owners have been notified regarding repairs for leaks found to date.

**13) OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION**

- Lift Station #4 Mixer Upgrade (approximate cost: \$7280): RWK explained the current mixer has failed twice and requested the upgrade. MOTION (DLK<sup>1</sup>/JJB<sup>2</sup>) to approve upgrade mixer at Lift Station #4. Motion carried 3-0.
- Resolution No. 2015-01, Series 2015 – 2014 Compliance Maintenance Annual Report: MOTION (JJB<sup>1</sup>/DLK<sup>2</sup>) to adopt Resolution 2015-01. Motion carried 3-0.

**14) ADJOURNMENT:** MOTION (DLK<sup>1</sup>/DRB<sup>2</sup>) to adjourn. Motion carried 3-0. Meeting was adjourned at 8:45am.

Submitted by Penny M. Weir  
Administrative Assistant



**TO:** Common Council  
**FROM:** Donald Merkes, Mayor  
**DATE:** 12 August 2015

**RE: LED Lighting Sample Installation**

In April the Common Council passed a resolution encumbering a \$60,002 refund from WE Energies for the purpose of purchasing LED street lighting to replace existing HPS street lighting.

Eight Cree SXP series lights have been installed on Seventh Street between London and Ida Street for your review. Having oval light pattern on the ground the 101W lights were selected to provide more even lighting for the neighborhood. The lights are placed where the 150W HPS lights previously were, at both 120' (every other pole) and 180' (every third pole) spacings.

The City of Menasha has been approved for Wisconsin Focus on Energy grants, as well as a matching WPPI incentive grant, these grants total nearly \$68,000 over three years if we move forward with the project.

| Year | Number of Fixtures | Materials | Labor | Focus Incentive | WPPI Incentive | Total    | Energy Savings |
|------|--------------------|-----------|-------|-----------------|----------------|----------|----------------|
| 2015 | 272                | \$63,920  | TBD   | (\$11,580)      | (\$11,580)     | \$40,760 | \$21,908       |
| 2016 | 319                | \$74,965  | TBD   | (\$12,930)      | (\$12,930)     | \$49,105 | \$25,278       |
| 2017 | 221                | \$51,935  | TBD   | (\$9,360)       | (\$9,360)      | \$33,215 | \$17,259       |

Menasha Utilities is finalizing installation costs to supply the Common Council before final decisions are made as to proceeding with the project. If the City of Menasha converts it's HPS streetlights to LED as shown in the chart above, there would be an annual cost savings of nearly \$65,000 including both fixed charges and energy costs.

**Action Requested**

Please review the sample installation on Seventh Street before the September 8<sup>th</sup> Common Council meeting where the item will be an action item.

# XSP Series

XSP2<sub>HT</sub> & XSP2L<sub>HT</sub> LED Street/Area Light \_ Double Module \_ Version B

## Product Description

Designed from the ground up as a totally optimized LED street and area lighting system, the XSP Series delivers incredible efficiency without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieves greater optical control with our NanoOptic® Precision Delivery Grid<sub>HT</sub> optic when compared to traditional cobra head luminaires. The XSP Series is the better alternative for traditional street and area lighting with quick payback and improved performance.

**Applications:** Roadway, parking lots, walkways and general area spaces

## Performance Summary

Utilizes BetaLED® Technology

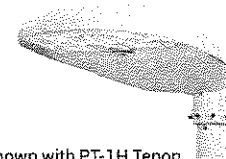
NanoOptic® Precision Delivery Grid<sub>HT</sub> optic

Made in the U.S.A. of U.S. and imported parts

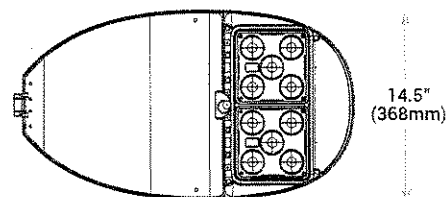
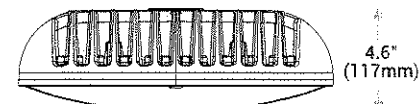
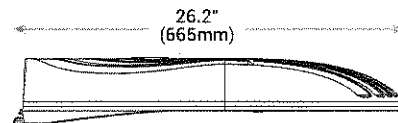
**CRI:** Minimum 70 CRI

**CCT:** 4000K (+/- 300K); 5700K (+/- 500K)

**Limited Warranty\*:** 10 years on luminaire/10 years on Colorfast DeltaGuard® finish



Shown with PT-1H Tenon



Shown with Type 5ME Optics

## Accessories

| Field-Installed   |   |
|---|---|
| <b>Backlight Control Shield</b><br>XA-SP2BLS<br>- Provides 1/2 mounting height cutoff<br><b>Bird Spikes</b><br>XA-SP2BRDSPK | <b>Four Point Mounting Kit</b><br>XA-XSP4PTMNT<br>- Includes large bracket for mounting to 2" (51mm) IP, 2.375" (60mm) O.D., small bracket for mounting to 1.25" (32mm) IP, 1.66" (42mm) O.D. tenon, and mounting bolts |

## Ordering Information

Example: BXSP B HT 2ME B 40K-UL SV

| Product | Version | Mounting | Optic  | Input Power Designator   | CCT                          | Voltage   | Color Options  | Options   |
|---------|---------|----------|--|--|------------------------------|---|--|---|
| BXSP    | B       | HT       | 2ME+<br>Type II Medium<br>2LG+<br>Type II Long<br>3ME+<br>Type III Medium<br>4ME+<br>Type IV Medium<br>5ME<br>Type V Medium<br>5SH<br>Type V Short | B<br>101W<br>D<br>153W<br>- 5ME & 5SH Optics<br>- Available with UL voltage only | 40K<br>4000K<br>57K<br>5700K | US<br>UL<br>Universal<br>120-277V<br>UH**<br>347-480V | SV<br>Silver<br>BK<br>Black<br>BZ<br>Bronze<br>PB<br>Platinum<br>Bronze<br>WH<br>White | <b>F</b> Fuse<br>- When code dictates fusing, use time delay fuse<br>- Not available with UH voltage<br><b>G</b> Small Four Point Mounting<br>- Mounts to 1.25" (32mm) IP, 1.66" (42mm) O.D. horizontal tenon<br><b>J</b> Large Four Point Mounting<br>- Mounts to 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon<br><b>ML</b> Multi-Level<br>- Refer to ML spec sheet for details<br>- High: 100%, Low: 26%<br><b>N</b> Utility Label and NEMA® Photocell Receptacle<br>- Includes Q9 option<br>- Refer to Field Adjustable Output spec sheet for details |
|         |         |          |  |  |                              |   |  | <b>Q9</b> Field Adjustable Output<br>- Refer to Field Adjustable Output spec sheet for details<br>- Standard on D Input Power Designator<br><b>R</b> NEMA® Photocell Receptacle<br>- Photocell by others<br><b>UTL</b> Utility<br>- Label per ANSI C136.16<br>- Includes exterior wattage label that indicates the maximum available wattage of the luminaire<br>- Includes Q9 option<br>- Refer to Field Adjustable Output spec sheet for details  |

\* See [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for warranty terms  
 \* Available with Backlight Shield when ordered with field-installed accessory (see table above)  
 \*\* 347-480V utilizes magnetic step-down transformer. For input power for 347-480V, refer to the Electrical Data table



Rev. Date: V1 09/11/2014



US: [www.cree.com/lighting](http://www.cree.com/lighting)

T (800) 236-6800 F (262) 504-5415

## Product Specifications

### CONSTRUCTION & MATERIALS

- Die cast aluminum housing
- Tool-less entry
- Mounts on 1.25" (32mm) IP, 1.66" (42mm) O.D. or 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Luminaire secured with two mounting bolts standard; optional four point mounting available
- Input Power Designator B designed with 0-10V dimming capabilities. Controls by others
- Input Power Designator D includes Field Adjustable Output
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, black, bronze, platinum bronze and white are available
- **Weight:** 120-277V: 26 lbs. (12kg); 347-480V: 29 lbs. (13.2kg)

### ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Class 2 driver
- Integral 10kV surge suppression protection standard
- To address inrush current, slow blow fuse or type C/D breaker should be used
- Compatible with control systems; consult factory for details

### REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- Meets CALTrans 611 Vibration testing
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC qualified when ordered with 2ME, 3ME, 5ME and 5SH optics. Some exceptions apply. Please refer to [www.designlights.org/QPL](http://www.designlights.org/QPL) for most current information

| Electrical Data*       |                       |                       |               |      |      |      |      |      |
|------------------------|-----------------------|-----------------------|---------------|------|------|------|------|------|
| Input Power Designator | System Watts 120-277V | System Watts 347-480V | Total Current |      |      |      |      |      |
|                        |                       |                       | 120V          | 208V | 240V | 277V | 347V | 480V |
| B                      | 101                   | 106                   | 0.86          | 0.49 | 0.43 | 0.38 | 0.30 | 0.23 |
| D                      | 153                   | N/A                   | 1.34          | 0.79 | 0.68 | 0.63 | N/A  | N/A  |

\* Electrical data at 25°C (77°F)

| Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) <sup>1</sup> |                        |             |                                   |                                   |  |                                     |
|--|------------------------|-------------|-----------------------------------|-----------------------------------|--|-------------------------------------|
| Ambient  | Input Power Designator | Initial LMF | 25K hr Projected <sup>2</sup> LMF | 50K hr Projected <sup>2</sup> LMF | 75K hr Projected/<br>Calculated <sup>2,3</sup> LMF | 100K hr Calculated <sup>3</sup> LMF |
| 5°C<br>(41°F)  | B                      | 1.04        | 1.02                              | 1.01                              | 1.00   | 1.00                                |
|  | D                      | 1.04        | 0.98                              | 0.92                              | 0.85   | 0.80                                |
| 10°C<br>(50°F)   | B                      | 1.03        | 1.01                              | 1.00                              | 0.99   | 0.99                                |
|  | D                      | 1.03        | 0.97                              | 0.91                              | 0.84   | 0.79                                |
| 15°C<br>(59°F)   | B                      | 1.02        | 1.00                              | 0.99                              | 0.98   | 0.98                                |
|  | D                      | 1.02        | 0.96                              | 0.90                              | 0.84   | 0.79                                |
| 20°C<br>(68°F)   | B                      | 1.01        | 0.99                              | 0.98                              | 0.97   | 0.97                                |
|  | D                      | 1.01        | 0.95                              | 0.89                              | 0.83   | 0.78                                |
| 25°C<br>(77°F)   | B                      | 1.00        | 0.98                              | 0.97                              | 0.96   | 0.96                                |
|  | D                      | 1.00        | 0.94                              | 0.88                              | 0.82   | 0.77                                |

<sup>1</sup> Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

<sup>2</sup> In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

<sup>3</sup> In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

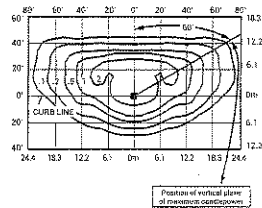
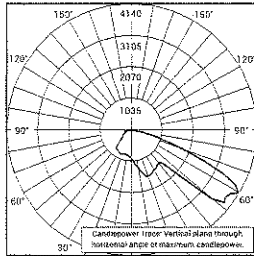


## XSP Series - Double Module - Version B

### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. To obtain an IES file specific to your project consult: <http://www.cree.com/lighting>.

#### 2ME



| Type II Medium Distribution |                           |                            |                           |                            |
|-----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator      | 4000K                     |                            | 5700K                     |                            |
|                             | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                           | 9,612                     | B2 U0 G1                   | 10,680                    | B2 U0 G2                   |

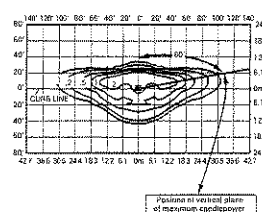
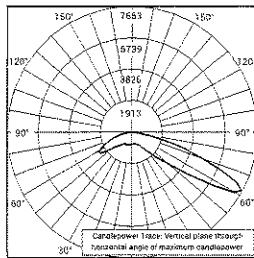
\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

#### Type II Medium w/BLS Distribution

| Input Power Designator | 4000K                     |                            | 5700K                     |                            |
|------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
|                        | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                      | 8,266                     | TBD                        | 9,185                     | TBD                        |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

#### 2LG



#### Type II Long Distribution

| Input Power Designator | 4000K                     |                            | 5700K                     |                            |
|------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
|                        | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                      | 9,758                     | B2 U0 G2                   | 10,443                    | B2 U0 G2                   |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

#### Type II Long w/BLS Distribution

| Input Power Designator | 4000K                     |                            | 5700K                     |                            |
|------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
|                        | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                      | 7,416                     | TBD                        | 7,937                     | TBD                        |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

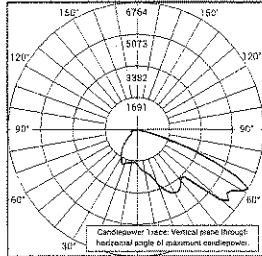


## XSP Series - Double Module - Version B

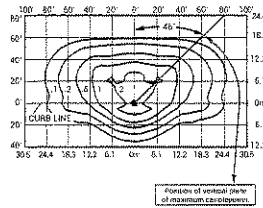
### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. To obtain an IES file specific to your project consult: <http://www.cree.com/lighting>.

#### 3ME



RESTL Test Report #: PL04173-001  
BXSPB\*\*3MEB40K-UL  
Initial Delivered Lumens: 10,260



BXSPB\*\*3MEB40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 9,612  
Initial FC at grade

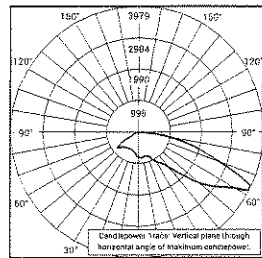
| Type III Medium Distribution |                           |                            |                           |                            |
|------------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator       | 4000K                     |                            | 5700K                     |                            |
|                              | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                            | 9,612                     | B2 U0 G2                   | 10,580                    | B2 U0 G2                   |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

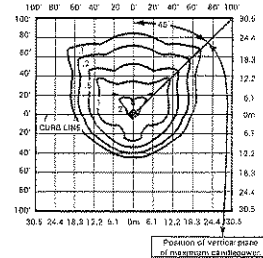
| Type III Medium w/BLS Distribution |                           |                            |                           |                            |
|------------------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator             | 4000K                     |                            | 5700K                     |                            |
|                                    | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                                  | 8,170                     | TBD                        | 9,078                     | TBD                        |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

#### 4ME



RESTL Test Report #: PL04171-001  
BXSPB\*\*4MEB40K-UL  
Initial Delivered Lumens: 4,947



BXSPB\*\*4MEB40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 9,758  
Initial FC at grade

| Type IV Medium Distribution |                           |                            |                           |                            |
|-----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator      | 4000K                     |                            | 5700K                     |                            |
|                             | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                           | 9,758                     | B2 U0 G2                   | 10,443                    | B2 U0 G2                   |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

| Type IV Medium w/BLS Distribution |                           |                            |                           |                            |
|-----------------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator            | 4000K                     |                            | 5700K                     |                            |
|                                   | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                                 | 7,806                     | TBD                        | 8,354                     | TBD                        |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

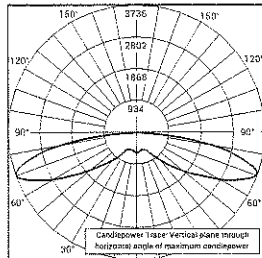


## XSP Series - Double Module - Version B

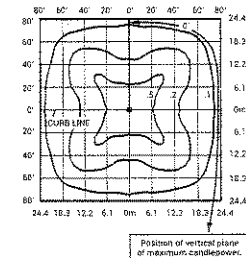
### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. To obtain an IES file specific to your project consult: <http://www.cree.com/lighting>.

#### 5ME



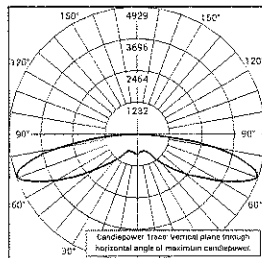
CESTL Test Report #: 2014-0009  
BXSPB-5HA-U  
Initial Delivered Lumens: 8,714



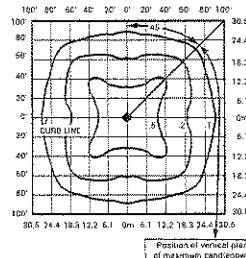
BXSPB-5MEB40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 8,069  
Initial FC at grade

| Type V Medium Distribution |                           |                            |                           |                            |
|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator     | 4000K                     |                            | 5700K                     |                            |
|                            | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                          | 8,069                     | B3 U1 G3                   | 8,405                     | B3 U1 G3                   |
| D                          | 11,700                    | B4 U1 G4                   | 12,187                    | B4 U1 G4                   |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt



CESTL Test Report #: 2014-0025  
BXSPB-5HL-U  
Initial Delivered Lumens: 11,555

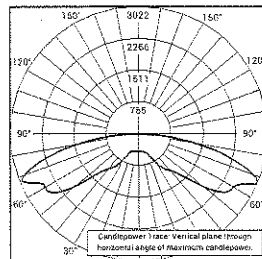


BXSPB-5MED40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 11,700  
Initial FC at grade

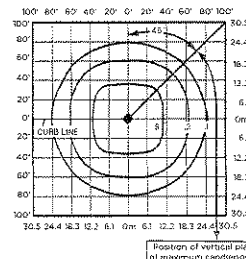
| Type V Short Distribution |                           |                            |                           |                            |
|---------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| Input Power Designator    | 4000K                     |                            | 5700K                     |                            |
|                           | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 | Initial Delivered Lumens* | BUG Ratings** Per TM-15-11 |
| B                         | 8,555                     | B3 U0 G3                   | 8,911                     | B3 U0 G3                   |
| D                         | 12,405                    | B4 U0 G4                   | 12,921                    | B4 U0 G4                   |

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt

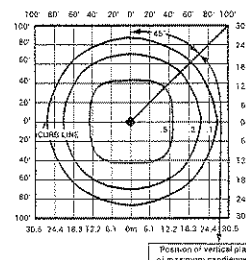
#### 5SH



CESTL Test Report #: 2014-0016  
BXSPB-6HA-U  
Initial Delivered Lumens: 9,321



BXSPB-5SHB40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 8,555  
Initial FC at grade



BXSPB-5SHD40K-UL  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 12,405  
Initial FC at grade



## XSP Series - Double Module - Version B

### Luminaire EPA

| Horizontal Tenon Mount - Weight: 120-277V: 26 lbs. (12kg); 347-480V: 29 lbs. (13.2kg)  |                       |                         |                       |                       |
|--|-----------------------|-------------------------|-----------------------|-----------------------|
| Single   | 2 @ 90°               | 2 @ 180°                | 3 @ 90°               | 4 @ 90°               |
| Tenon Configuration. If used with Cree tenons, please add tenon EPA with luminaire EPA |                       |                         |                       |                       |
|  |                       |                         |                       |                       |
| PD-1H4; PT-1H  | PD-2H4(90); PT-2H(90) | PD-2H4(180); PT-2H(180) | PD-3H4(90); PT-3H(90) | PD-4H4(90); PT-4H(90) |
| 0.69   | 1.14                  | 1.38                    | 1.83                  | 2.28                  |

### Tenon EPA

| Part Number      | EPA  |
|------------------|------|
| PD Series Tenons | 0.09 |
| PT Series Tenons | 0.10 |
| WM-2L            | 0.13 |
| XA-TMDA8         | 0.19 |

| Tenons and Brackets (must specify color)   |  |
|--|--|
| <b>Square Internal Mount Vertical Tenons (Steel)</b><br>- Mounts to 4" (102mm) square aluminum or steel poles<br>PD-1H4 Single PD-3H4(90) 90° Triple<br>PD-2H4(90) 90° Twin PD-4H4(90) 90° Quad<br>PD-2H4(180) 180° Twin | <b>Round External Mount Horizontal Tenons (Aluminum)</b><br>- Mounts to 2.375"-3" (60-76mm) O.D. round aluminum or steel poles or tenons<br>PT-1H Single PT-3H(90) 90° Triple<br>PT-2H(90) 90° Twin PT-4H(90) 90° Quad<br>PT-2H(180) 180° Twin |
| <b>Wall Mount Brackets</b><br>- Mounts to wall, roof or side of wood pole<br>WM-2L Extended Horizontal   | <b>Direct Arm Pole Adaptor Bracket</b><br>- Mounts to 3-6" (76-152mm) round or square aluminum or steel poles<br>XA-TMDA8  |

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US: [www.cree.com/lighting](http://www.cree.com/lighting)

T (800) 236-6800 F (262) 504-5415





To: Members of the Common Council

From: Chief Tim Styka

Date: August 13, 2015

RE: Police Lieutenant Promotion

On behalf of the Police Department I am pleased to announce that the Police Commission did approve the promotion of Officer Nick Thorn to Patrol Lieutenant. in their July 23, 2015 meeting. His promotion is effective on August 16, 2015.

Officer Thorn began his career in 2009. He has served the Department as an Officer in Charge, FTO, Firearms Instructor, Member of the Crisis Response Team and Taser Instructor.

We are very excited for the opportunity Nick has before him and wish him the best of luck in this position.



## MEMORANDUM

To: Mayor Merkes and Common Council

From: PRD Tungate

Date: August 13, 2015

RE: Park Board Recommendations relative to the Brighton Beach Greenspace Plan

At their August 10, 2015 meeting, the Park Board had a lengthy discussion about the Brighton Beach greenspace. As the Common Council deliberates over the Brighton Beach greenspace issue, the Board felt it was important to keep the Council informed of their thoughts on the matter. As a result of this discussion, the following action was taken:

### ACTION ITEM

**Consider designating the Brighton Beach green space as a city park** – Moved by Sue Pawlowski, Seconded by Alderman Dan Zelinski to...

1. Support the citizen group's plan to improve the greenspace, although staff would like input on the location and style of the beach.
2. Request that staff (Parks and DPW) continue to work with Menasha Utilities staff and others to seek a resolution to the Third Street Bridge parkland issue – possibly to include accepting the Brighton Beach greenspace as a park to make up for the loss of a very small amount of parkland needed for the new bridge per DNR requirements.
3. Support accepting the Brighton Beach greenspace as a park, pending the outcome of the Jefferson Park master plan.

Motion carried 5-0.



## MEMORANDUM

Date: August 13, 2015

To: Common Council

From: Debbie Galeazzi, City Clerk

RE: New Voting Machines

---

Attached to this memo is information on the ImageCast Evolution (ICE) Optical Scan Tabulator and Ballot Marking Device. The City will be purchasing five machines. One machine for each polling places. The Winnebago County Clerk has been coordinating the purchase for the local municipalities so we get a group rate. Purchase orders need to be submitted to the Winnebago County Clerk by September 1 with delivery expected by September 30. Training on the new machines will take place sometime in October. The machines will be ready for use in 2016.

We have budgeted funds to purchase five machines. The cost of hardware, software and shipping is included in the cost of each machine.

The current Optic Scan (OS) and Touch Screen Extras (TSX) machines will be recycled with the County. There is not much value left in those machines. The OS machines were purchased in 1995 and first used in 1996. The TSX machines have been in use since 2006.

# IMAGECAST® EVOLUTION

THE FIRST ALL-IN-ONE OPTICAL SCAN  
TABULATOR AND BALLOT MARKING DEVICE

*Dominion's ImageCast® Evolution provides both ballot scanning and accessible ballot marking solutions in one universal integrated device.*



## ImageCast® Evolution Optical Scan Tabulator & Ballot Marking Device: Redefining the Standard for Poll-Based Voting

- Integrated accessible voting - everyone uses the same ballot on the same machine
- Designed for simple, hassle-free election preparation
- 19" touchscreen display for an intuitive user experience
- Can mark and scan ballots up to 22 inches



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## IMAGECAST® EVOLUTION NOW WITH AN ADDITIONAL DISPLAY

*The only all-in-one optical scan tabulator and ballot marking device now offers the ability for simultaneous standard and accessible voting sessions with a new add-on display.*

### How ImageCast® Evolution with Dual Display Benefits You:

Service more voters  
with one device  
while reducing the  
total cost of  
ownership

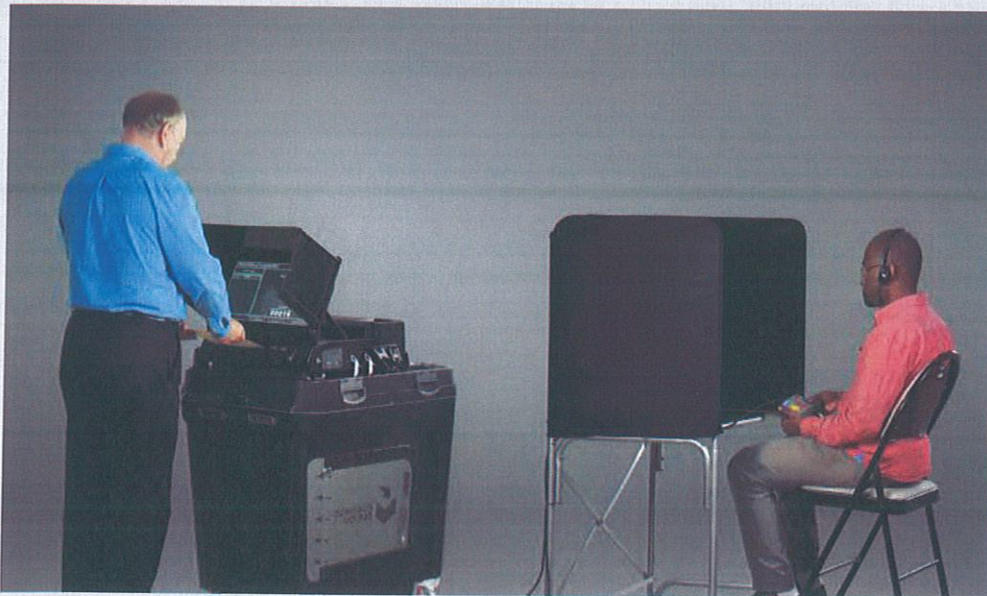
Straightforward,  
easy, & intuitive  
set-up and use

Save time, money, &  
storage space - only  
one machine for all  
your precinct voting  
needs!

Accessible ballot  
marking interface,  
no "walk-around"  
& no ballot  
segregation

### All the same great features of the ImageCast® Evolution, PLUS:

- A secondary display allows for an accessible voting session to occur while the ImageCast® Evolution is scanning paper ballots (as seen in the image below).
- The additional display is an affordable commercial off-the-shelf component built to industry-leading standards.



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CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, August 3, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Krautkramer, Langdon, Zelinski, Benner

EXCUSED: Alderman Keehan

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

None

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

(five (5) minute time limit for each person)

Kathy Stahl, 44 DePere Street, Menasha. 1) Enforcement of illegal alcohol consumption at Jefferson Park and leaving refuse behind; 2) traffic cameras.

Rep. Amanda Stuck. Wisconsin State Budget.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. [Administration Committee, 7/20/15](#)
- b. [Board of Public Works, 7/20/15](#)
- c. [Library Board, 7/16/15](#)
- d. [NMFR Joint Finance and Personnel Committee, 7/28/15](#)
- e. [NMFR Joint Fire Commission, 7/29/15](#)
- f. [Neenah-Menasha Sewerage Commission, 6/23/15](#)
- g. [Plan Commission, 7/21/15](#)
- h. [Redevelopment Authority, 7/15/15](#)
- i. [Winnebago County Joint Review Board, 7/16/15](#)

Communications:

- j. [ASD Steeno, 7/30/15; Human Resources Coordinator-Hiring Announcement](#)
- k. [K-9 Fundraiser Memorial Golf Outing on 9/11/15](#)
- l. [First Annual Menasha Corny Community Walk on 8/13/15](#)
- m. [Menasha Police Benevolent Assn., 7/24/15; Benevolent Purchase Supporting the K-9 Unit](#)
- n. [DPW Radtke, 7/30/15; Manitowoc Road Trail Project Rescheduled to 2016](#)
- o. [Ayres Associates, 7/23/15; Public Involvement Meeting-Proposed Reconstruction of Lake Park Rd.](#)

Moved by Ald. Benner seconded by Ald. Langdon to received Minutes and Communications A-O.

Motion carried on voice vote.

## G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

1. [Common Council, 07/20/15.](#)

Administration Committee, 07/20/15 – Recommends the Approval of:

2. [Site Assessment Grant Agreement between the Wisconsin Economic Development Corporation \(WEDC\) and City of Menasha, and Development Agreement for Receipt and Reimbursement of SAG Grant Funds Agreement Between the City of Menasha and Warehousing of Wisconsin \(WOW\) Logistics.](#)

Board of Public Works, 07/20/15 – Recommends the Approval of:

3. [Street Use Application – Otto Grunski Runski; Saturday, August 8, 2015; 6:00 m – 11:00 AM \(City of Menasha\).](#)
4. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$51,675.49 \(Payment No. 4\).](#)
5. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$20,045.00 \(Payment No. 2\).](#)
6. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Baker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$283,358.37 \(Payment No. 2\).](#)

Plan Commission, 7/21/15 – Recommends the Approval of:

7. [Third Street/Brighton Drive Greenspace Alterations as proposed.](#)

NMFR Joint Finance and Personnel Committee, 7/28/15 – Recommends the Approval of:

8. [Authorize hiring one firefighter subject to the retirement of an existing employee on September 4, 2015.](#)
9. [The modification to item 4.01 Budget and Cost Distribution Formula of Neenah-Menasha Fire Rescue's Merger Agreement and change this from a five part formula to a four part formula that would eliminate the square footage of buildings portion from the formula as outlined in Director Steeno's memo dated July 23, 2015.](#)
10. [The purchase of the SABER 28574 from Pierce Manufacturing for \\$387,000 with an additional \\$20,000 for equipment for a total cost of \\$407,000. Each City Finance Director shall give information to their respective Common Council on funding sources available for each of their Cities for this unbudgeted purchase prior to each Common Council's approval.](#)

Ald. Langdon requested to remove items 7 & 10 from Consent Agenda. Ald. Taylor requested to remove item 9 from Consent Agenda. Ald. Nichols requested to remove item 2 from Consent Agenda.

Moved by Ald. Benner seconded by Ald. Nichols to approve Consent Agenda items 1, 3, 4, 5, 6, 8.  
Motion carried on roll call

## H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Nichols seconded by Ald. Langdon to approve Consent Agenda item 2, SAG Agreement between WEDC and City of Menasha and Development Agreement for Receipt and Reimbursement of SAG Funds Agreement between the City of Menasha and WOW Logistics.

CA Captain explained language changes to the Development Agreement request by WOW.

Moved by Ald. Nichols seconded by Ald. Langdon to amend to include in Development Agreement the language: *The timing of developing improvements on the property will be determined by the needs of WOW in accordance with the needs for expansion by its tenants occupying the adjoining property.*

Motion to amend carried on roll call 6-0.

Original motion as amended carried on roll call 6-0.

Moved by Ald. Taylor seconded by Ald. Zelinski, to refer Consent Agenda item 7, Third Street/Brighton Drive Greenspace Alterations as proposed to Parks & Recreation Board and Utility Commission.

General discussion ensued on property being considered a park, stabilizing shore wall, input from Parks and Utilities, parking issues, maintenance of property, classifying dead-end streets as parks, scheduling of Public Works crew to work on project.

Motion carried on roll call 6-0.

Moved by Ald. Benner seconded by Ald. Langdon to approve Consent Agenda item 9, Modifications to item 4.01 Budget and Cost Distribution Formula of Neenah-Menasha Fire Rescue's Merger Agreement and change this from a five part formula to a four part formula that would eliminate the square footage of buildings portion from the formula as outlined in Director Steeno's memo dated July 23, 2015.

ASD Steeno explained the fifth part of the formula is square footage of buildings and the inability of staff to provide the information required.

General discussion ensued on gathering square footage information of residential and commercial structures, lack of resources to provide square footage information, other factors of formula.

Motion carried on roll call 6-0.

Moved by Ald. Benner seconded by Ald. Nichols to approve Consent Agenda item 10, the purchase of the SABER 28574 from Pierce Manufacturing for \$387,000 with an additional \$20,000 for equipment for a total cost of \$407,000. Each City Finance Director shall give information to their respective Common Council on funding sources available for each of their Cities of this unbudgeted purchase prior to each Common Council's approval.

ASD Steeno explained as there is no funding source available the Council would need to do a formal budget amendment as this was not included in the 2015 budget and the borrowing for the year has been completed. She recommends including this item in the 2016 financing plan.

General discussion ensued on other funding sources, issues with truck being replaced, maintenance of vehicles, proposed replacement schedule.

Moved by Ald. Zelinski seconded by Ald. Langdon to postpone to next regular Common Council meeting.

Motion carried on roll call 6-0.

## I. ACTION ITEMS

### 1. [Accounts payable and payroll for the term of 07/21/15 to 07/30/15 in the amount of \\$1,168,081.86.](#)

Moved by Ald. Taylor seconded by Ald. Langdon to approve accounts payable and payroll.

Motion carried on roll call 6-0.

### 2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to approve beverage operator's license applications as list in memo dated 7/30/15.

Motion carried on roll call 6-0.

### 3. Possible Motion to Reconsider – Denial of Beverage Operator's License Application.

CA Captain explained Mr. Neville did not receive the denial notice as there was an issued with the mailing and he is asking to appeal the decision of the Council.

Moved by Ald. Krautkramer seconded by Ald. Langdon to reconsider motion to deny beverage operator's license application of Thomas Neville.

Motion carried on roll call 6-0.

The original motion of 7/20/15; Moved by Ald. Nichols seconded by Ald. Keehan to deny beverage operator's license application for Thomas Neville as he does not meet the criteria under Guidelines for Operator Licenses.

Unanimous consent to hear from Mr. Neville.

Mr. Neville explained his situation to the Council and he asked Council to approve his beverage operator's license application.

Mr. Neville answered CA Captain's questions on the convictions he has received over the past three year.

Original motion to deny carried on roll call 6-0.

Moved by Ald. Nichols seconded by Ald. Langdon to deny beverage operator's license application for Dana Akers as she does not meet the criteria under Guidelines for Operator Licenses.  
Motion carried on roll call 6-0.

4. [Accept Wisconsin Economic Development Corporation \(WEDC\) CDI Grant for Menasha Office Tower.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to accept Wisconsin Economic Development Corporation (WEDC) CDI Grant for Menasha Office Tower.  
Motion carried on roll call 6-0.

5. [Development Agreement Between the City of Menasha and Woodland Developments, LLC.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to approve Development Agreement between the City of Menasha and Woodland Developments, LLC.

CDD Keil explained request of Mr. Hagen to extend timeline of development to 2021. He also explained the provision of trail notification is part of the Development Agreement.

General discussion ensued on the procedure used for notifying the property owner of trail installation, extension of timeline of development to 2021.

Unanimous consent to hear from Mr. Hagens.

Mr. Hagens addressed the Council on his procedure for notification to property owner of the trail installation. He also explained his request to extend the timeline for development.

Moved by Ald. Nichols seconded by Ald. Langdon to amend to include title policy provision in paragraph 8 and to change date to September 1, 2021 in paragraph 10 of the Development Agreement.  
Motion on amendment carried on roll call 6-0.

General discussion ensued on condition of surrounding property, type of homes to be constructed on the subject property.

Original motion carried on roll call 6-0.

6. [Amendment to Listing Contract with Newmark Grubb Pfefferele for 901 Airport Road.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to approve amendment to Listing Contract with Newmark Grubb Pfefferele for 901 Airport Road.  
Motion carried on roll call 6-0.

7. [Transfer of City Property to Menasha Downtown Development, LLC \(Part of Marina Place Parking Lot\).](#)

Moved by Ald. Nichols seconded by Ald. Langdon to authorize conveyance of a portion of Marina Place parking lot to Menasha Downtown Development, LLC with a purchase price of \$1.00 and subject to reservation of public use and other conditions as described in paragraph 2.8 of the Development Agreement between the parties.

CA Captain explained the transfer of the property is in accordance with the Development Agreement with Menasha Downtown Development, LLC that has already been approved. Any amendments would require a change to the development agreement.

Motion carried on roll call 5-1. Ald. Zelinski voted no.

J. ORDINANCES AND RESOLUTIONS

None

K. APPOINTMENTS

None

L. HELD OVER BUSINESS

None

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

Kathy Stahl, 44 DePere Street, Menasha. Other factors to consider if making street dead ends park property.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Langdon to adjourn at 8:26 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk



## MEMORANDUM

TO: Administrative Committee

From: Nancy McKenney, RDH, MS, Public Health Director

Date: July 30, 2015

RE: Interagency Memorandum of Understanding to Purchase PortaCount Pro Respiratory Fit Tester

The purpose of this Memorandum is to request permission to enter into an Interagency Memorandum of Understanding with Manitowoc County Health Department for the purchase and use of a [PortaCount Pro Respiratory Fit Tester](#) from August 1, 2015 - July 31, 2020. Eleven health departments are participating in this partnership: Door County, Calumet County, Green Lake County, Kewaunee County, Manitowoc County, Marquette County, City of Menasha, Oconto County, Outagamie County, Winnebago County and Waushara County.

### Analysis

The City of Menasha Safety Program includes annual respiratory protection fit testing. Currently, the fit testing is qualitative, which uses a person's sense of taste or smell, or reaction to an irritant in order to detect leakage into the respirator facepiece. Qualitative fit testing does not measure the actual amount of leakage.

The Portacount Pro+ OSHA-Compliant Respirator Fit Tester is a quantitative fit testing system for N95 and all types of other respirators. Quantitative fit testing uses a machine to measure the actual amount of leakage into the facepiece and does not rely upon the person's sense of taste, smell, or irritation in order to detect leakage.

This MOU includes a 5-year warranty, annual calibration, fit tester use and staff training.

### Fiscal Impact

The City of Menasha Health Department proposes to use Public Health Emergency Preparedness Supplemental Ebola Funding to fund the one time user fee of \$1,600 (1/11<sup>th</sup> of the purchase price).

### Recommendation

Staff recommends that the City of Menasha Health Department enter into an Interagency Memorandum of Understanding to Purchase PortaCount Pro Respiratory Fit Tester with Manitowoc County Health Department from August 1, 2015 - July 31, 2020.

## Interagency Memorandum of Understanding for PortaCount Pro + Respirator Fit Tester

### **Purpose and Scope:**

A respiratory protection program that includes annual fit testing is key to the organization's OSHA compliance as well as staff's comfort and protection. The Portacount Pro+ OSHA-Compliant Respirator Fit Tester will be purchased for the use of quantitative fit testing for N95 and all types of other respirators. The following health departments are participating in this partnership: Door County, Calumet County, Green Lake County, Kewaunee County, Manitowoc County, Marquette County, City of Menasha, Oconto County, Outagamie County, Winnebago County and Waushara County.

### **Manitowoc County Health Department Responsibilities:**

1. Purchase the PortaCount Pro + with a 5 year warranty which includes yearly calibration.
2. Arrange for yearly calibration in July.
3. Charge participating health departments a onetime user fee of \$1,600
4. Facilitate the transfer of the PortaCount Pro + to the other county health departments for up to one month of use.
5. Arrange for onsite training at the Manitowoc County Health Department for using the PortaCount Pro + machine.
6. Purchase supplies for N95 fit testing.

### **Participating Health Departments Responsibilities:**

1. Pay the onetime user fee of \$1,600 to Manitowoc County Health Department within 60 days of receiving the invoice.
2. Coordinate the transfer of the PortaCount Pro + Fit Tester to participating counties or the Manitowoc County Health Department.
3. Use the PortaCount Pro + to fit test within the county and will not loan out to other agencies that are not trained in the use of the machine.
4. Complete fit tests within one month of obtaining the machine.
5. Maintain local records of fit testing.
6. Participate in training for the use of the PortaCount Pro + at the Manitowoc County Health Department.
7. Purchase adaptive supplies for cartridge or SCBA fit testing.

### **Assigned Month of Use:**

Door County = May  
Calumet County = February  
Green Lake County = November  
Kewaunee County = June  
Manitowoc County = August  
Marquette County = October

City of Menasha = December  
Oconto County = April  
Outagamie County = March  
Winnebago County = January  
Waushara County = September  
Calibration = July

**Period of Agreement:**

This agreement is valid August 1, 2015 through July 31, 2020. Manitowoc County Health Department will maintain ownership of the Portacount Pro + Respirator Fit Tester. A new MOU will be negotiated before the end of this agreement for continued use of the equipment.

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|                 |      |
|-----------------|------|
| Rhonda Kohlberg | Date |
| Door County     |      |

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|                 |      |
|-----------------|------|
| Nancy McKenney  | Date |
| City of Menasha |      |

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|                |      |
|----------------|------|
| Bonnie Kolbe   | Date |
| Calumet County |      |

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|               |      |
|---------------|------|
| Deb Konitzer  | Date |
| Oconto County |      |

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|                   |      |
|-------------------|------|
| Kathy Munsey      | Date |
| Green Lake County |      |

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|                  |      |
|------------------|------|
| Mary Dorn        | Date |
| Outagamie County |      |

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|                 |      |
|-----------------|------|
| Cindy Kinnard   | Date |
| Kewaunee County |      |

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|                  |      |
|------------------|------|
| Doug Gieryn      | Date |
| Winnebago County |      |

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|                  |      |
|------------------|------|
| Amy Wergin       | Date |
| Manitowoc County |      |

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|                 |      |
|-----------------|------|
| Patti Wohlfeil  | Date |
| Waushara County |      |

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|                  |      |
|------------------|------|
| Jayme Schenk     | Date |
| Marquette County |      |

## STREET USE APPLICATION

Event: LABOR DAY PARADE / LABOR TEMPLE COOP ASSOCIATIONSponsored by: FOX VALLEY AREA LABOR COUNCILResponsible Person: MARK WESTPHALAddress: P.O. BOX 186MENASHA, WI 54956Email Address: SSWES@EARTHLINK.NETPhone: 920-727-1790Street Route: SEE ATTACHED LETTER

Description of Use (attach map)

Liability Insurance has been secured in the amount of \$ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company BADGER MUTUAL Policy No. 00520-12705  
 (Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 6-29-15 Applicant's Signature: Mark Westphal

**Permit Fee:** Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25.00. Please make checks payable to City of Menasha.

**Note to events planning to use City Parks and/or greenspace:** Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

**TO BE COMPLETED BY CITY STAFF** (Revised February 4, 2013)

Scheduled Park &amp; Recreation Board Review Date: \_\_\_\_\_

Not Required: ☒ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_Scheduled Common Council Review Date: 8/17/15

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

## APPROVAL:

Police Dept. [Signature] Fire Dept. VG/10 Public Works Dept. MR City Attorney \_\_\_\_\_



# Fox Valley Area Labor Council AFL-CIO

P.O. Box 186  
Menasha, Wisconsin 54952-0186  
920-727-1790 Phone  
920-727-1794 Fax  
[www.wi.aflcio.org/foxvalley](http://www.wi.aflcio.org/foxvalley)



July, 2015

To: Labor Day Parade Participants

**The Fox Valley Area Labor Council is preparing for its 2015 observance of Labor Day.**

This will be our **33<sup>rd</sup> Annual Celebration**. One of the highlights of this event is the Parade through the Cities of Neenah and Menasha on **Monday, September 7, 2015**. Would you be interested in celebrating along with us by taking part in this year's Parade?

The Parade will begin in Menasha at Curtis Reed Square at 10:00 a.m. Please have your entry at the parking lot area of Germania Hall, 320 Chute Street, Menasha WI., by 9:30 a.m. for line-up instructions.

The Parade will travel west down Main Street in Menasha. It will proceed to Tayco Street in Menasha and then head south, crossing both the Tayco Street and Washington Street Bridges. We will enter Neenah on Commercial Street and continue south. At Main Street, in downtown Neenah, the Parade will turn right and head west to the intersection of Church Street and Main Street where the Parade will end.

Please join us in the Parade and help make our Labor Day a successful event. Enclosed is a Parade entry form. Please fill it out and return by August 22<sup>nd</sup>, 2015 to:

**Fox Valley Area Labor Council, P.O. Box 186 Menasha, WI 54952**  
**Or return your form by FAX at 920-727-1794**

Sincerely,

Mark Westphal, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2015

|  |   |               |
|--|---|---------------|
| <b>PRODUCER</b><br>Mayer & Associates<br>130 Main Street Suite 105<br>Menasha, WI. 54952                     | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
| <b>INSURED</b><br>Labor Temple Coop Association<br>157 S. Green Bay Rd.<br>P.O. Box 127<br>Neenah, WI. 54956 | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: Badger Mutual Insurance Co.<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:  | <b>NAIC #</b> |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|--|---------------|----------------------------------|-----------------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 00520-12705   | 02/13/2015                       | 02/13/2016                        | EACH OCCURRENCE \$ 500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 500,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|          | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|          | <b>OTHER</b>   |               |                                  |                                   |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Menasha is listed as Additional Insured.

## CERTIFICATE HOLDER

City of Menasha  
140 Main St.  
Menasha, WI. 54952

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Brian Becker

**BADGER MUTUAL INSURANCE COMPANY**

8950 Ed. 5-92

**ADDITIONAL INSURED**

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NAMED INSURED Labor Temple Coop AssociationPOLICY # 00520-12705EVENT DATE FROM 9/7/2015 TO 9/7/2015

## INTEREST OR FUNCTION

Labor Day Parade and Cookout  
157 South Green Bay Rd  
Neenah, WI 54956  
09/05/15

## NAME OF ADDITIONAL INSURED

City of Menasha  
140 Main St  
Menasha, WI 54952

ADDITIONAL CHARGE \$ 50.00

## CHANGE ORDER

DATE: 7/30/2015

CHANGE ORDER NO: Three

CONTRACTOR: Janke General Contractors  
CONTRACT NO: Unit No. 2014-03  
PROJECT: Gilbert Riverfront Trail

You are directed to make the changes noted below in the subject contract unit number.

|                                |   |
|--------------------------------|---|
| I. 12" Concrete Thickened Edge | 175 ft <sup>2</sup> x \$17.00/ft <sup>2</sup> = \$2975.00 |
| II. 5' Wide Concrete Ramp      | 253 ft <sup>2</sup> x \$12.00/ft <sup>2</sup> = \$3036.00 |

The changes result in the following adjustments:

### CONTRACT-TOTAL

|                                   |                     |
|-----------------------------------|---------------------|
| Prior to this Change Order        | <u>\$433,677.75</u> |
| Adjustments per this Change Order | <u>\$6,011.00</u>   |
| Current Contract Status           | <u>\$439,688.75</u> |
| Completion Date Amended to        | <u>12/24/2015</u>   |

Directed/Authorized  
City of Menasha Dept. of Public Works

By: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted

By: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER

DATE: 7/30/2015

CHANGE ORDER NO: Three

CONTRACTOR: Janke General Contractors  
CONTRACT NO: Unit No. 2014-04  
PROJECT: Gilbert Trestle Improvements

You are directed to make the changes noted below in the subject contract unit number.

I. Cable Railing Along Concrete Trail 175' x \$115.00/ft = \$20,125

The changes result in the following adjustments:

### CONTRACT-TOTAL

|                                   |                     |
|-----------------------------------|---------------------|
| Prior to this Change Order        | <u>\$249,142.00</u> |
| Adjustments per this Change Order | <u>\$20,125.00</u>  |
| Current Contract Status           | <u>\$269,267.00</u> |
| Completion Date Amended to        | <u>12/24/2015</u>   |

Directed/Authorized  
City of Menasha Dept. of Public Works  
By: \_\_\_\_\_

Accepted

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Certificate of Payment

Date: July 30, 2015

Payment Request: No. 5 (Five)

Contractor: Janke General Contractors

Address: 1223 River View Lane, Athens, WI 54411

Contract Unit No.: 2014-03

Project Description: Gilbert Riverfront Trail

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Original Contract Amount \$ 478,038.50

Change Order No.: 3 Amount: \$ 6,011.00

Previous Change Order(s): \$ -44360.75

Total Contract Amount (Including Change Orders) \$ 439,688.75

Total Earned to Date (Summary Attached) \$ 391,735.72

Less Retainage 2% \$ 7,834.71

Amount Due \$ 383,901.01

Previous Payments \$ 283,718.07

Amount Due this Payment \$ 100,182.94

Estimate Pay Period July 16 - July 30, 2015

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

### Recommended for Payment

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

### **Finance Department**

| <u>Account Number</u> | <u>Budget</u> | <u>Charge to Account</u> |
|-----------------------|---------------|--------------------------|
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |

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**City of Menasha Contract Unit No. 2014-03**  
**Gilbert Riverfront Trail**

| ITEM                               | QUANTITY | DESCRIPTION                             | BASE BID     |                      | YTD      |                      |
|------------------------------------|----------|---|--------------|----------------------|----------|----------------------|
|                                    |          |   | UNIT PRICE   | ITEM TOTAL           | QUANTITY | ITEM TOTAL           |
| 1                                  | 1        | Site Mobilization (LS)                  | \$ 22,000.00 | \$ 22,000.00         | 1.00     | \$ 22,000.00         |
| 2                                  | 1        | Construction Staking (LS)               | \$ 4,500.00  | \$ 4,500.00          | 1.00     | \$ 4,500.00          |
| 3                                  | 1        | Site Preparation (LS)                   | \$ 12,000.00 | \$ 12,000.00         | 1.00     | \$ 12,000.00         |
| 4                                  | 1        | Common Excavation (LS)                  | \$ 39,000.00 | \$ 39,000.00         | 1.00     | \$ 39,000.00         |
| 5                                  | 14,525   | Concrete Trail (5-inch) (SF)            | \$ 4.70      | \$ 68,267.50         |          |                      |
| 6                                  | 1,930    | Concrete Paving Tinted (4-inch) (SF)    | \$ 5.25      | \$ 10,132.50         | 1645.00  | \$ 8,636.25          |
| 7                                  | 160      | Concrete Bench Pad (4-inch) (SF)        | \$ 10.65     | \$ 1,704.00          | 160.00   | \$ 1,704.00          |
| 8                                  | 1        | Concrete Steps (LS)                     | \$ 2,600.00  | \$ 2,600.00          |          |                      |
| 9                                  | 315      | Modular Block Wall (SF)                 | \$ 33.00     | \$ 10,395.00         |          |                      |
| 10                                 | 28       | Unilock Rivercrest Seat Wall (LF)       | \$ 84.00     | \$ 2,352.00          | 25.50    | \$ 2,142.00          |
| 11                                 | 2        | Unilock Rivercrest Pier (EA)            | \$ 1,500.00  | \$ 3,000.00          | 2.00     | \$ 3,000.00          |
| 12                                 | 1        | Unilock Rivercrest Shelter Piers (LS)   | \$ 7,400.00  | \$ 7,400.00          | 1.00     | \$ 7,400.00          |
| 13                                 | 1        | Park Shelter Installation (LS)          | \$ 4,000.00  | \$ 4,000.00          | 1.00     | \$ 4,000.00          |
| 14                                 | 49       | 12-inch HDPE Pipe with End Section (LF) | \$ 67.00     | \$ 3,283.00          | 91.00    | \$ 6,097.00          |
| 15                                 | 65       | 6-inch HDPE Pipe (LF)                   | \$ 59.00     | \$ 3,835.00          | 48.00    | \$ 2,832.00          |
| 16                                 | 1        | 24-inch Dia. Catchbasin with Grate (EA) | \$ 1,445.00  | \$ 1,445.00          | 1.00     | \$ 1,445.00          |
| 17                                 | 2        | Sanitary Sewer MH Adjustment (EA)       | \$ 337.00    | \$ 674.00            | 3.00     | \$ 1,011.00          |
| 18                                 | 680      | Base Aggregate Dense 1 1/4-inch (Ton)   | \$ 25.00     | \$ 17,000.00         |          |                      |
| 19                                 | 150      | Heavy Riprap (Ton)                      | \$ 57.00     | \$ 8,550.00          |          |                      |
| 20                                 | 50       | Select Crushed Material (Ton)           | \$ 76.00     | \$ 3,800.00          | 38.90    | \$ 2,956.40          |
| 21                                 | 200      | Limestone Outcrop Stone (Ton)           | \$ 200.00    | \$ 40,000.00         |          |                      |
| 22                                 | 1        | Erosion and Sediment Control (LS)       | \$ 4,830.00  | \$ 4,830.00          | 1.00     | \$ 4,830.00          |
| 23                                 | 330      | Flex-A-Mat (SY)                         | \$ 73.00     | \$ 24,090.00         | 330.00   | \$ 24,090.00         |
| 24                                 | 1,625    | Topsoil (CY)                            | \$ 23.00     | \$ 37,375.00         | 1090.00  | \$ 25,070.00         |
| 25                                 | 2,830    | Turf Grass Seeding (SY)                 | \$ 1.10      | \$ 3,113.00          | 1888.00  | \$ 2,076.80          |
| 26                                 | 105      | Shredded Hardwood Mulch (CY)            | \$ 58.00     | \$ 6,090.00          | 105.00   | \$ 6,090.00          |
| 27                                 | 1        | West Abutment (LS)                      | \$ 27,500.00 | \$ 27,500.00         |          |                      |
| 28                                 | 1        | East Abutment (LS)                      | \$ 31,000.00 | \$ 31,000.00         |          |                      |
| 29                                 | 1,650    | Sheet Piling (SF)                       | \$ 39.00     | \$ 64,350.00         |          |                      |
| 30                                 | 950      | 2" PVC Electrical Conduit (LF)          | \$ 8.25      | \$ 7,837.50          | 1324.00  | \$ 10,923.00         |
| 31                                 | 50       | 1" PVC Electrical Conduit (LF)          | \$ 11.30     | \$ 565.00            | 30.00    | \$ 339.00            |
| 32                                 | 2        | Post Mounted Outlet (EA)                | \$ 325.00    | \$ 650.00            | 1.00     | \$ 325.00            |
| 33                                 | 10       | Light Pole Base (EA)                    | \$ 460.00    | \$ 4,600.00          | 14.00    | \$ 6,440.00          |
| <b>Total Base Bid (Items 1-33)</b> |          |   |              | <b>\$ 477,938.50</b> |          | <b>\$ 198,907.45</b> |

|                                 |        |   |    |                   |    |                   |          |    |                   |
|---------------------------------|--------|---|----|-------------------|----|-------------------|----------|----|-------------------|
| CO2                             | 1      | New Pile for west & east approaches (LS)                | \$ | 28,800.00         | \$ | 28,800.00         | 1.00     | \$ | 28,800.00         |
| CO2                             | 1      | Wood for west & east approaches (LS)                    | \$ | 20,880.00         | \$ | 20,880.00         | 1.00     | \$ | 20,880.00         |
| CO2                             | 1      | Pile Backer Boards (LS)                                 | \$ | 6,900.00          | \$ | 6,900.00          | 1.00     | \$ | 6,900.00          |
| CO2                             | 1      | Hardware (LS)   | \$ | 10,681.75         | \$ | 10,681.75         | 1.00     | \$ | 10,681.75         |
| CO2                             | 150    | Fill for Ramping proposed Trail east end (CY)           | \$ | 30.00             | \$ | 4,500.00          | 208.00   | \$ | 6,240.00          |
| CO2                             | 1      | Mobilization of Crane (LS)                              | \$ | 6,500.00          | \$ | 6,500.00          | 1.00     | \$ | 6,500.00          |
| CO2                             | 1      | Contractors re-engineering of approaches & decking (LS) | \$ | 6,500.00          | \$ | 6,500.00          | 1.00     | \$ | 6,500.00          |
| CO2                             | 980    | Base Aggregate Dense 1 1/4-inch (Ton)                   | \$ | 25.00             | \$ | 24,500.00         | 804.37   | \$ | 20,109.25         |
| CO2                             | 550    | Heavy Riprap (Ton)                                      | \$ | 57.00             | \$ | 31,350.00         | 245.11   | \$ | 13,971.27         |
| CO2                             | 195    | Excavation Below sub-grade                              | \$ | 15.00             | \$ | 2,925.00          | 217.00   | \$ | 3,255.00          |
| CO2                             | 13,750 | Concrete Trail (5-inch) (SF)                            | \$ | 4.70              | \$ | 64,625.00         | 13400.00 | \$ | 62,980.00         |
| CO2                             | 1      | Concrete Steps (LS)                                     | \$ | (2,600.00)        | \$ | (2,600.00)        | 0.00     | \$ | -                 |
| CO2                             | 1      | Modular Block Wall (SF)                                 | \$ | (10,395.00)       | \$ | (10,395.00)       | 0.00     | \$ | -                 |
| CO2                             | 85.7   | Limestone Outcrop Stone (Ton)                           | \$ | 200.00            | \$ | 17,140.00         | 85.70    | \$ | 17,140.00         |
| CO2                             | 1      | West Abutment (LS)                                      | \$ | (27,500.00)       | \$ | (27,500.00)       | 0.00     | \$ | -                 |
| CO2                             | 1      | East Abutment (LS)                                      | \$ | (31,000.00)       | \$ | (31,000.00)       | 0.00     | \$ | -                 |
| CO2                             | 1,650  | Sheet Piling (SF)                                       | \$ | (39.00)           | \$ | (64,350.00)       | 0.00     | \$ | -                 |
| <b>Total Contract After CO2</b> |        |   | \$ | <b>433,577.75</b> | \$ | <b>433,577.75</b> |          | \$ | <b>385,724.72</b> |
| CO3                             | 175    | 12" Concrete Thickened Edge                             | \$ | 17.00             | \$ | 2,975.00          | 175.00   | \$ | 2,975.00          |
| CO3                             | 253    | 5' Wide Concrete Ramp                                   | \$ | 12.00             | \$ | 3,036.00          | 253.00   | \$ | 3,036.00          |
| <b>Total Contract After CO3</b> |        |   | \$ |                   | \$ | <b>439,588.75</b> |          | \$ | <b>391,735.72</b> |

## Certificate of Payment

Date: July 30, 2015

Payment Request: No. 3 (Three)

Contractor: Janke General Contractors

Address: 1223 River View Lane, Athens, WI 54411

Contract Unit No.: 2014-04

Project Description: Gilbert Trestle Improvements

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Original Contract Amount \$ 295,525.00

Change Order No.: 3 Amount: \$ 20,125.00

Previous Change Order(s): \$ -46,383.00

Total Contract Amount (Including Change Orders) \$ 269,267.00

Total Earned to Date (Summary Attached) \$ 130,140.00

Less Retainage 5% \$ 6,507.00

Amount Due \$ 123,633.00

Previous Payments \$ 118,132.50

Amount Due this Payment \$ 5,500.50

Estimate Pay Period 7/16/15 to 7/30/15

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

### Recommended for Payment

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

### **Finance Department**

| <u>Account Number</u> | <u>Budget</u> | <u>Charge to Account</u> |
|-----------------------|---------------|--------------------------|
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |

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**Itemized Bid Tabulation**  
**City of Menasha Contract Unit No. 2014-04**  
**Gilbert Trestle Improvements**

Payment No. 3 (Three)

| ITEM | QUANTITY | DESCRIPTION                           | BASE BID       |                      | YTD      |                      |
|------|----------|---------------------------------------|----------------|----------------------|----------|----------------------|
|      |          |                                       | UNIT PRICE     | ITEM TOTAL           | QUANTITY | ITEM TOTAL           |
| 1    | 1        | Site Preparation/LS                   | \$ 20,000.00   | \$ 20,000.00         | 1.00     | \$ 20,000.00         |
| 2    | 1        | Timber Structures/LS                  | \$ 111,000.00  | \$ 111,000.00        | 0.75     | \$ 83,250.00         |
| 3    | 4,000    | Composite Decking/SF                  | \$ 14.70       | \$ 58,800.00         |          |                      |
| 4    | 800      | Cable Railing/LF                      | \$ 115.00      | \$ 92,000.00         |          |                      |
| 5    | 5        | Electrical Junction Box/EA            | \$ 345.00      | \$ 1,725.00          | 0.00     | \$ -                 |
| 6    | 325      | 2" Flexible Liquid Tight Conduit/LF   | \$ 30.00       | \$ 9,750.00          | 193.00   | \$ 5,790.00          |
| 7    | 90       | 1" Flexible Liquid Tight Conduit/LF   | \$ 25.00       | \$ 2,250.00          | 0.00     | \$ -                 |
|      |          | <b>Total Base Bid (Items 1-7)</b>     |                | <b>\$ 295,525.00</b> |          | <b>\$ 109,040.00</b> |
| CO2  | 1        | Demo & Disposal of existing structure | \$ 26,000.00   | \$ 26,000.00         | 1.00     | \$ 26,000.00         |
| CO2  | 1        | City to own unused rail posts         | \$ 4,000.00    | \$ 4,000.00          | 1.00     | \$ 4,000.00          |
| CO2  | 1        | Pile Cap                              | \$ 12,000.00   | \$ 12,000.00         | 1.00     | \$ 12,000.00         |
| CO2  | 1        | Modification to Trestle sub decking   | \$ (17,000.00) | \$ (17,000.00)       | 1.00     | \$ (17,000.00)       |
| CO2  | 1        | Remove Overlook                       | \$ (3,900.00)  | \$ (3,900.00)        | 1.00     | \$ (3,900.00)        |
| CO2  | 2,210    | Composite Decking/SF                  | \$ 14.70       | \$ 32,487.00         | 0.00     | \$ -                 |
| CO2  | 442      | Cable Railing/LF                      | \$ 115.00      | \$ 50,830.00         | 0.00     | \$ -                 |
|      |          | <b>Total Contract After CO2</b>       |                | <b>\$ 249,142.00</b> |          | <b>\$ 130,140.00</b> |
| CO3  | 175      | Cable Railing Along Concrete Trail/LF | \$ 115.00      | \$ 20,125.00         | 0.00     | \$ -                 |
|      |          | <b>Total Contract After CO3</b>       |                | <b>\$ 269,267.00</b> |          | <b>\$ 130,140.00</b> |

## Certificate of Payment

Date: July 29, 2015

Payment Request: 3 (Three)

Contractor: Northeast Asphalt, Inc

Address: W6380 Design Dr, Greenville, WI 54942

Contract Unit No.: 2015-01

Project Description: New Street Construction & Reconstruction

---

Original Contract Amount \$ 1,084,323.12

Change Order No.: Amount: \$

Previous Change Order(s): \$

Total Contract Amount (Including Change Orders) \$ 1,084,323.12

Total Earned to Date (Summary Attached) \$ 580,897.45

Less Retainage 4% \$ 23,235.90

Amount Due \$ 557,661.55

Previous Payments \$ 463,867.72

Amount Due this Payment \$ 93,793.83

Estimate Pay Period 7/16/2015 to 7/29/2015

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

### Recommended for Payment

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

### **Finance Department**

| <u>Account Number</u> | <u>Budget</u> | <u>Charge to Account</u> |
|-----------------------|---------------|--------------------------|
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |
|                       | \$            |                          |

s:\PUBLICWORKS PUBLICWORKS\Contracts\Forms\Certificate of Payment.docx

**Itemized Bid Tabulation**

**City of Menasha Contract Unit No. 2015-01**

New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer

Southfield West/Natures Way Subdivision Streets, Barker Farms VI subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street, Lincoln Street

**PAYMENT 3 (THREE)**

| ITEM                               | QUANTITY | DESCRIPTION  | BASE BID     |                        | YTD       |                      |
|------------------------------------|----------|--|--------------|------------------------|-----------|----------------------|
|                                    |          |  | UNIT PRICE   | ITEM TOTAL             | QUANTITY  | TOTAL                |
| 1                                  | 4        | Remove and Replace Inlet   | \$ 2,400.00  | \$ 9,600.00            |           | \$ -                 |
| 2                                  | 4        | New Inlet  | \$ 2,100.00  | \$ 8,400.00            |           | \$ -                 |
| 3                                  | 2        | RCP Yard Drain   | \$ 1,450.00  | \$ 2,900.00            |           | \$ -                 |
| 4                                  | 2        | NDS Yard Drain   | \$ 1,100.00  | \$ 2,200.00            |           | \$ -                 |
| 5                                  | 38       | Remove and Replace 12" Class IV RCP Inlet Lead   | \$ 39.00     | \$ 1,482.00            |           | \$ -                 |
| 6                                  | 12       | 6" PVC Storm Inlet Lead  | \$ 23.00     | \$ 276.00              |           | \$ -                 |
| 7                                  | 70       | 8" PVC Storm Inlet Lead  | \$ 28.00     | \$ 1,960.00            |           | \$ -                 |
| 8                                  | 126      | 12" PVC Storm Sewer  | \$ 33.00     | \$ 4,158.00            |           | \$ -                 |
| 9                                  | 76       | 12" Class IV RCP Storm Sewer   | \$ 39.00     | \$ 2,964.00            |           | \$ -                 |
| 10                                 | 975      | 4" Under Pavement Drain  | \$ 12.00     | \$ 11,700.00           | 761.00    | \$ 9,132.00          |
| 11                                 | 36,901   | Pavement / Base Pulverizing  | \$ 0.42      | \$ 15,498.42           | 22,067.00 | \$ 9,268.14          |
| 12                                 | 3,255    | Unclassified Excavation/Pulverized and Shoulder Material   | \$ 7.50      | \$ 24,412.50           | 1,757.00  | \$ 13,177.50         |
| 13                                 | 2,350    | Unclassified Excavation  | \$ 8.00      | \$ 18,800.00           |           |                      |
| 14                                 | 2,326    | Geogrid  | \$ 2.00      | \$ 4,652.00            |           | \$ -                 |
| 15                                 | 303      | 1 1/4" Crushed Dense Aggregate Base Course Placement   | \$ 7.25      | \$ 2,196.75            |           | \$ -                 |
| 16                                 | 957      | 3" Crushed Dense Aggregate Base Course Placement   | \$ 6.25      | \$ 5,981.25            | 31.00     | \$ 193.75            |
| 17                                 | 410      | Pulverized Stone Placement   | \$ 10.00     | \$ 4,100.00            |           | \$ -                 |
| 18                                 | 41,305   | Fine Grading and Compaction  | \$ 1.63      | \$ 67,327.15           | 21,874.00 | \$ 35,654.62         |
| 19                                 | 16,308   | 30" Concrete Curb & Gutter   | \$ 9.10      | \$ 148,402.80          | 14,029.00 | \$ 127,663.90        |
| 20                                 | 721      | 30" Movable (Roll Back) Concrete Curb & Gutter   | \$ 9.50      | \$ 6,849.50            |           | \$ -                 |
| 21                                 | 5,740.00 | No. 4 Epoxy Coated Rebar   | \$ 0.75      | \$ 4,305.00            | 5,364.00  | \$ 4,023.00          |
| 22                                 | 147      | Utility Adjustment   | \$ 215.00    | \$ 31,605.00           | 107.00    | \$ 23,005.00         |
| 23                                 | 20       | Water Valve Adjustment   | \$ 52.50     | \$ 1,050.00            | 2.00      | \$ 105.00            |
| 24                                 | 1,090    | Sawcut   | \$ 1.00      | \$ 1,090.00            | 197.00    | \$ 197.00            |
| 25                                 | 5,418    | Asphalt Binder Course Pavement 2 1/4" Thick  | \$ 50.00     | \$ 270,900.00          | 2,694.72  | \$ 134,736.00        |
| 26                                 | 4,213    | Asphalt Surface Course Pavement 1 3/4" Thick   | \$ 56.25     | \$ 236,981.25          | 2,196.47  | \$ 123,551.44        |
| 27                                 | 15,533   | 3" Thick Asphalt Driveway Remove and Replace   | \$ 2.45      | \$ 38,055.85           | 11,188.00 | \$ 27,410.60         |
| 28                                 | 3,238    | 6" Concrete Driveway Remove and Replace  | \$ 5.05      | \$ 16,351.90           | 1,184.00  | \$ 5,979.20          |
| 29                                 | 248      | 8" Concrete Driveway Remove and Replace  | \$ 5.55      | \$ 1,376.40            | 248.00    | \$ 1,376.40          |
| 30                                 | 599      | Brick Driveway Salvage and Replace   | \$ 9.50      | \$ 5,690.50            |           | \$ -                 |
| 31                                 | 40       | 4" Thick Concrete Sidewalk Remove and Replace  | \$ 5.85      | \$ 234.00              |           | \$ -                 |
| 32                                 | 93       | 6" Thick Concrete Handicap Ramp Remove and Replace   | \$ 5.05      | \$ 469.65              |           | \$ -                 |
| 33                                 | 14,408   | Lawn and Terrace Restoration   | \$ 5.40      | \$ 77,803.20           | 7,503.50  | \$ 40,518.90         |
| 34                                 | 1        | Railroad Flagging  | \$ 4,600.00  | \$ 4,600.00            |           | \$ -                 |
| 35                                 | 1        | Clearing and Grubbing  | \$ 2,500.00  | \$ 2,500.00            |           | \$ -                 |
| 36                                 | 1        | Temporary Mailbox  | \$ 2,360.00  | \$ 2,360.00            | 1.00      | \$ 2,360.00          |
| 37                                 | 1        | Erosion Control  | \$ 6,500.00  | \$ 6,500.00            | 0.50      | \$ 3,250.00          |
| 38                                 | 1        | Traffic Control  | \$ 11,090.00 | \$ 11,090.00           | 0.50      | \$ 5,545.00          |
| 39                                 | 1        | Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS | \$ 27,500.00 | \$ 27,500.00           | 0.50      | \$ 13,750.00         |
| <b>TOTAL BASE BID (ITEMS 1-39)</b> |          |  |              | <b>\$ 1,084,323.12</b> |           | <b>\$ 580,897.45</b> |

**Alternate Bid A**

|                                      |       |  |         |                     |  |      |
|--------------------------------------|-------|--|---------|---------------------|--|------|
| 1A                                   | 2,350 | Unclassified Excavation Including Separation | \$ 8.00 | \$ 18,800.00        |  | \$ - |
| <b>Total Alternate Bid (Item 1A)</b> |       |  |         | <b>\$ 18,800.00</b> |  |      |

**Alternate Bid B**

|  |     |  |          |                     |  |             |
|--|-----|--|----------|---------------------|--|-------------|
| 1B                                       | 303 | 1 1/4" Crushed Dense Aggregate Base Course Furnish/Place | \$ 35.00 | \$ 10,605.00        |  |             |
| 2B                                       | 957 | 3" Crushed Dense Aggregate Base Course Furnish/Place     | \$ 30.00 | \$ 28,710.00        |  |             |
| <b>Total Alternate Bid (Items 1B-2B)</b> |     |  |          | <b>\$ 39,315.00</b> |  | <b>\$ -</b> |

COMMON COUNCIL  
TOTAL CONTRACT BASE BID PLUS ALTERNATE BID Page 48

**\$ 580,897.45**



## Memorandum

DATE: July 30, 2015

TO: Menasha Board of Public Works

FROM: Mark Radtke, Public Works Director *MR*

RE: Agreement with City of Appleton Regarding Midway Road and Southfield Drive Intersection Improvements

In May, 2014 I notified the Common Council that the City of Appleton had completed a safety review of Midway Road from Oneida Street to Plank Road in response to some safety concerns identified along this corridor (see attached). The review highlighted sight line concerns for both motorists and pedestrians at several intersections.

One of the identified intersections is at Midway and Southfield Drive, the southern half of which is in the City of Menasha. At this intersection there is insufficient sight distance for pedestrians crossing Midway Road, mostly due to the curve in Midway Road east of this intersection. The recommended solution to this problem is to add pedestrian refuge islands in Midway Road at both the east and west approaches to the intersection.

The proposed work includes the removal and replacement of the entire concrete pavement section from match points east and west of the proposed refuge islands. Appleton is proposing a 75%/25% local/Calumet County cost share for the recommended improvements. The City of Menasha's share would be half of the local cost share while Appleton would be responsible for the other half of the local share.

Attached is a draft of the Inter-Governmental Agreement (IGA) outlining the terms for each of the municipalities. City Attorney Captain has reviewed and revised the agreement to its current draft stage. It is our understanding Calumet County and the City of Appleton have already executed a separate agreement for the cost share of the various improvements along Midway Road. The proposed 2016-2020 CIP includes this project at the \$56,250 cost identified in the IGA. I recommend the approval of the proposed agreement.

Enclosures

M:\word\BPW memo re Midway Road sight distance\_7-30-15.docx

**INTER-GOVERNMENTAL AGREEMENT  
FOR HIGHWAY IMPROVEMENT PROJECTS**

Description: Midway Road (CTH AP) Pedestrian Crossing Improvements

The City of Menasha, through its undersigned duly authorized officers or officials hereby request the City of Appleton to initiate and affect the highway improvements as described herein.

**PROPOSED IMPROVEMENTS:**

Make the following improvements to Midway Rd (CTH AP) in 2016:

- 1) Improve the pedestrian crossing at the Midway Rd / Hemlock Ln / Southfield Dr intersection, to include the installation of raised median islands and the associated geometric, signage, and pavement marking modifications

**TERMS AND CONDITIONS:**

1. At least 60 days prior to the proposed bid letting date, All plans and specifications for the improvements will be provided for the City of Menasha's review and approval.
2. The City of Menasha shall have a period of up to 15 days to review the bid prices prior to the City of Appleton's acceptance of the lowest responsible bidder if the total bid is greater than \$150,000. In that case, the actual contract may be let by the City of Appleton only after the 15 day review period. Following its review of the bid prices, should the City of Menasha decide not to pursue this project then the project shall not be completed and this Agreement terminates.
- ~~1-3.~~ Parties obligations are contingent on Calumet County's participation of 25% of the project costs.
- ~~2-4.~~ The project cost in the agreement is an estimate. The City of Menasha will be invoiced periodically based on actual costs incurred.

**COST ESTIMATE AND PARTICIPATION**

|  | Total<br>Estimated<br>Cost | City of Appleton | Calumet<br>County | City of Menasha  |
|--|----------------------------|------------------|-------------------|------------------|
| Midway / Hemlock /<br>Southfield<br>Improvements | \$150,000                  | \$56,250 (37.5%) | \$37,500 (25%)    | \$56,250 (37.5%) |
|  |                            |                  |                   |                  |
|  |                            |                  |                   |                  |
|  |                            |                  |                   |                  |
|  |                            |                  |                   |                  |
|  |                            |                  |                   |                  |
|  |                            |                  |                   |                  |
| TOTALS   | \$150,000                  | \$56,250         | \$37,500          | \$56,250         |

This request is subject to the terms and conditions listed above, and is made by the undersigned under proper authority to make such request and upon acceptance by the City of Menasha shall constitute agreement between the City of Appleton and the City of Menasha.

Inter-Governmental Agreement for Highway Improvement Projects  
Midway Road (CTH AP) Pedestrian Crossing Improvements  
Page -2-

Signed on behalf of  
City of Menasha

Signed on behalf of  
City of Appleton

\_\_\_\_\_  
Donald Merkes  
Mayor

\_\_\_\_\_  
Timothy Hanna  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah A. Galeazzi  
City Clerk

\_\_\_\_\_  
Dawn Collins  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony D. Saucerman  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Walsh  
City Attorney

\_\_\_\_\_  
Date



## **Memorandum**

DATE: May 14, 2014

TO: Menasha Common Council

FROM: Mark Radtke, Public Works Director

RE: Midway Road Safety – Sight Distance Improvements

The City of Appleton Traffic Engineering Section completed a safety review of Midway Road from Oneida Street to Plank Road in 2013 in response to a City resolution identifying several safety concerns along this corridor. Attached is a copy of the original report dated December 3, 2013 and an updated report in the form of a letter to me dated April 18, 2014. The Calumet County Highway Commissioner also received a copy of the April 18<sup>th</sup> letter.

The traffic study recommends sight line improvements through the clearing of obstructions at several intersections, including the intersection with Southfield Drive in Menasha. There also is a recommendation for adding pedestrian refuge islands at several locations, including both sides of Midway Road at Southfield Drive.

Appleton is proposing a 75%/25% local/County cost share for the recommended improvements along Midway Road. Calumet County Highway Committee has recommended approval of the County's share for this work, scheduled for 2015 or 2016. The City of Menasha's share would be half of the local cost for the improvements at the Southfield Drive/Hemlock Lane intersection with Midway Road. This is estimated to be \$51,562. I will be placing this in the draft Five Year Capital Improvement Plan which will be submitted to the Common Council for its review and consideration later this year.

Enclosures

M:\word\CC memo re Midway Road sight distance\_5-14-14.docx

# Midway Rd (CTH AP) Safety Improvements

[Hemlock Ln to Telulah Av]

City of Appleton DPW  
Traffic Section  
March 4, 2015



## Project Goal

- To review the safety of the Midway Road (CTH AP) corridor and identify possible improvements



## Project Goal

- To review the safety of the Midway Road (CTH AP) corridor and identify possible improvements



## Major Study Components

- Prevailing speed / posted limit
- Crash history (intersection/overall)
- Vehicle and pedestrian sight lines



# Speed Limits

- Two types: Regulatory vs advisory
- Rational speed limits
- Major Factors to Consider:
  - 85<sup>th</sup> percentile free-flow speed
    - Best represents the reasonable/proper speed perceived by motorists
    - Limits below 85<sup>th</sup> have little impact on drivers' choice of speed
    - Lowest risk of being involved in a crash
    - Outliers cause disproportionate share of crashes
  - Speed distribution (>70% in 10 mph pace)
  - Intersection spacing
  - Accesses
  - Pedestrian activity level



# Speed Limits

- Two types: Regulatory vs advisory
- Rational speed limits
- Major Factors to Consider:
  - 85<sup>th</sup> percentile free-flow speed
    - Best represents the reasonable/proper speed perceived by motorists
    - Limits below 85<sup>th</sup> have little impact on drivers' choice of speed
    - Lowest risk of being involved in a crash
    - Outliers cause disproportionate share of crashes
  - Speed distribution (>70% in 10 mph pace)
  - Intersection spacing
  - Accesses
  - Pedestrian activity level



# Speed Limits

- For a change in speed limit to be effective:
  - Reduce speed differential of vehicles
  - Should be reasonable so majority of drivers will comply voluntarily
- Reflect consistent application of traffic engineering principals and guidelines



# Speed Limits

Decisions regarding potential speed limit changes:

- Should be based on objective findings of a speed study
- Should **not** be installed to address:
  - Response to noise complaints
  - Accommodation of specialty vehicles
  - Future growth/concerns
  - Correction of spot safety or operational problems



## Speed Limits

Setting the limit:

- Should be set within 5 mph of the 85<sup>th</sup> percentile
- Close correlation between design speed & operating speed



# Speed Studies

| <u>Date/Location</u>   | <u>85<sup>th</sup> (mph)</u> |
|------------------------|------------------------------|
| 1996 (Bob-O-Link)      | 38                           |
| 2002 ( E of Woodcrest) | 40 (between curves)          |
| 2002 (Telulah)         | 40 (away from curves)        |
| 2012 (E of Barker)     | 43 (east of curves)          |

# Crash History



## 5-Year Reportable Crash History 2010-2014

Total = 30 (4 injuries, 3B & 1A)

18 on snow-covered roadways (3.6/year) (~56 days/year with snow)

1 car vs deer

1 driver fell asleep

8 intersection related

2 at Telulah prior to signal installation

# Crash History



## 5-Year Reportable Crash History 2010-2014

Midway Rd (Providence Ter to Telulah Av): 178\*  
Statewide Crash Rate (Urban County Trunk): 317\*  
\*Crashes per 100 million vehicle miles traveled



## Timeline

1. 1/7/14 Appleton's Municipal Services Committee reviews plan
2. 5/5/14 Calumet County Highway Commission unanimously approves project concept
3. Late 2014: Calumet County, City of Appleton & City of Menasha included project funding in their respective 2016 CIP budgets
4. Early 2015 Calumet County & City of Appleton to consider approval of project revisions
5. Construction planned for 2016

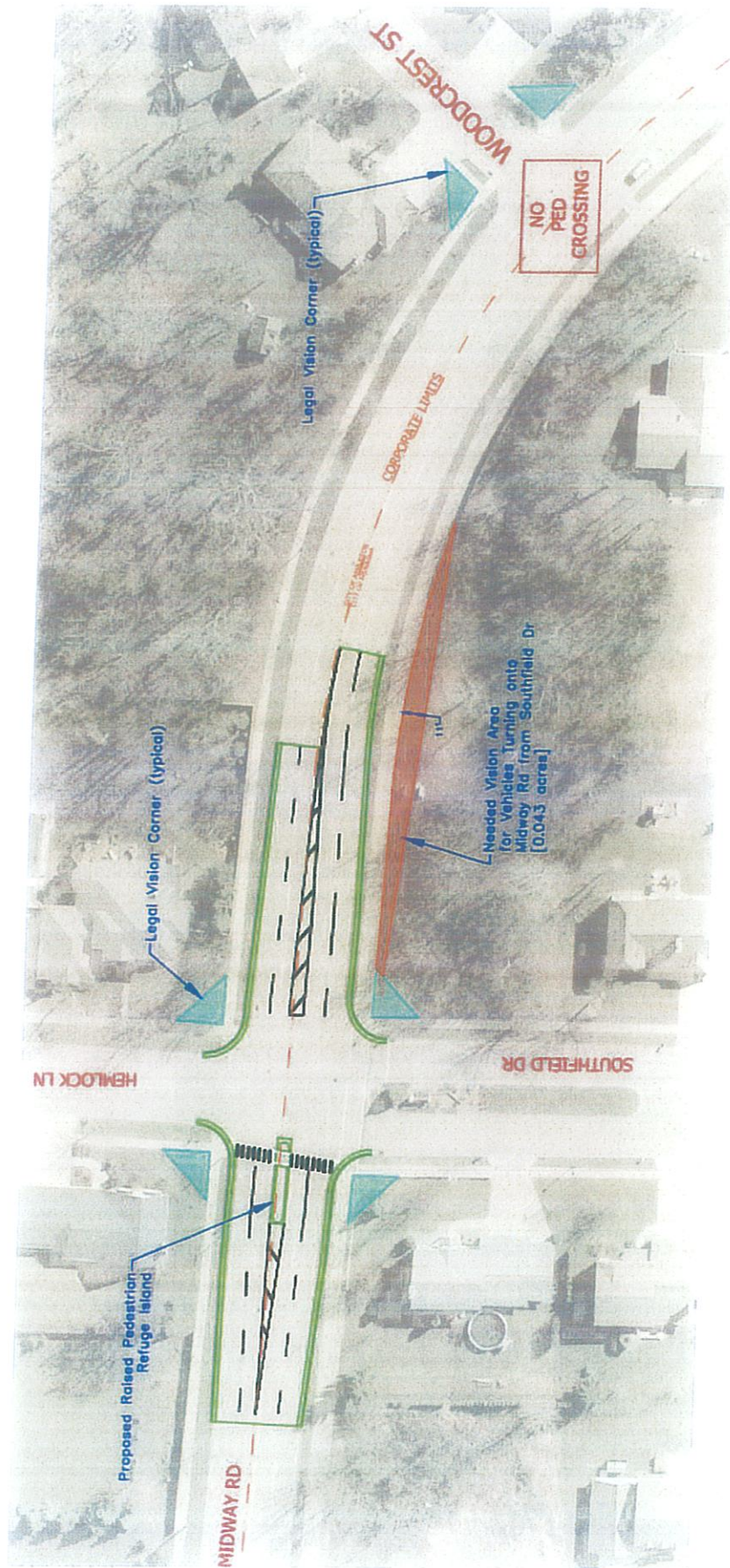




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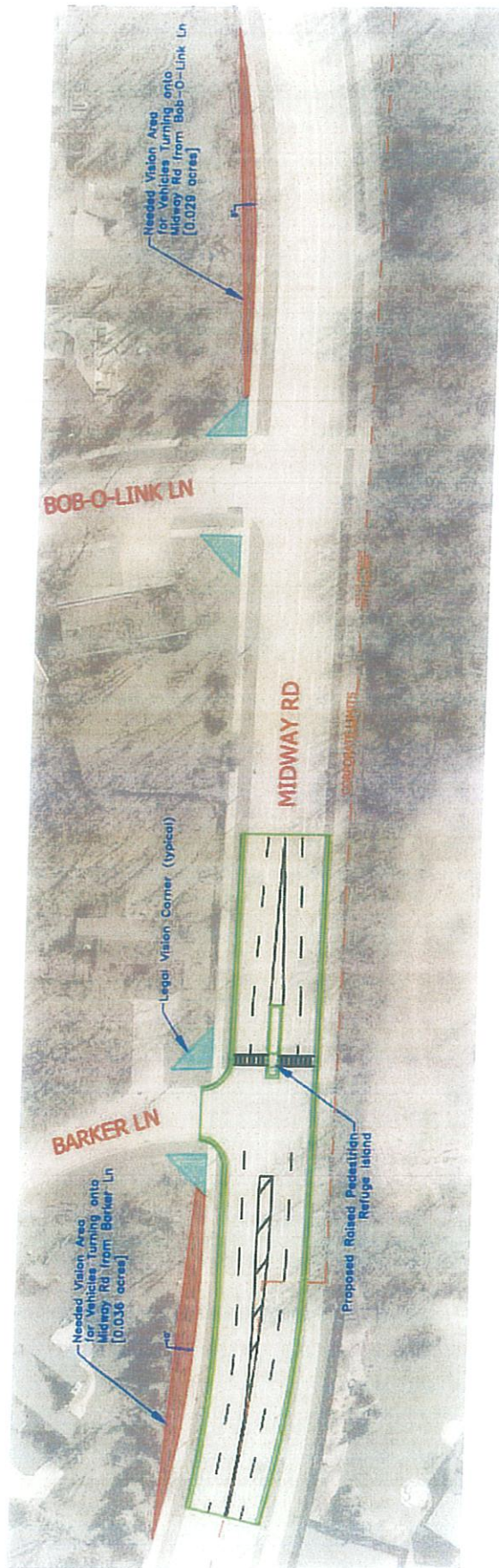
# Original Plan

## Hemlock/Woodcrest Area



# Original Plan

## Barker/Bob-O-Link Area



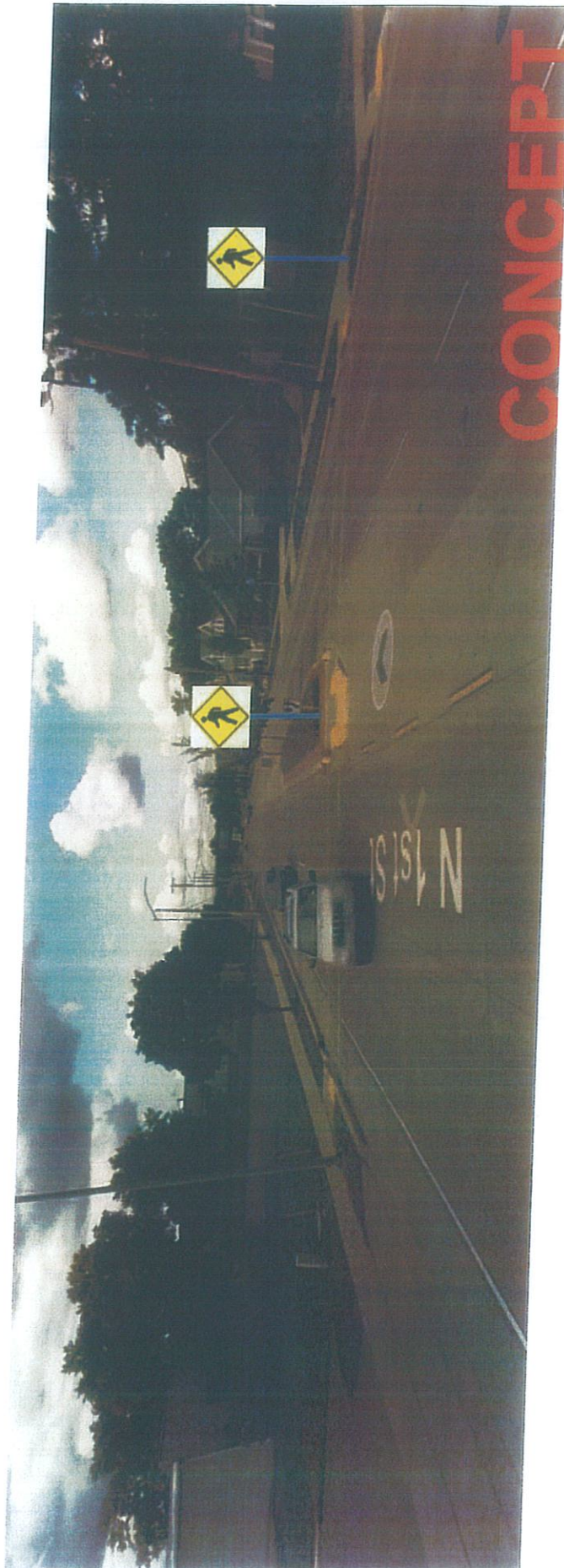
# Revised Plan



# Whip-Poor-Will Crossing



# Hemlock Crossing / Kernan Crossing



| Document Number  | Utility Easement |
|--|------------------|
| <p>KNOW ALL PEOPLE BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor, hereinafter appearing as signator to this document, City of Menasha, dba, Menasha Utilities, Herein after referred to as Grantee, the receipt of which is hereby acknowledged, said grantor (signator hereto) does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, the right to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with distribution of electricity, electric energy and communications for such purposes as the same is now or may hereafter be used and for sounds and signals, all in, over, under, across, along and upon the property shown within those areas designated as "Utility Easement Areas" together with the rights to install service connections upon, across, and beneath the surface of each lot to serve improvements thereon, or on an adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or caused to have restored, the property, as nearly as is reasonably possible, to the conditions existing prior to such entry by the Grantees or their agents. Buildings shall not be placed over grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.</p> |                  |
| Recording Area   |                  |
| <p>Menasha Utilities<br/>PO Box 340<br/>Menasha, WI 54952-0340<br/>Attn: Dan Hutter</p>  |                  |

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein.

Through the lands of the Grantor situated in the City of Menasha, Winnebago County, State of Wisconsin, said lands being as follows:

Being part of Lots 23 and 24 of Block 2, Original Plat of the Town of Menasha, and being part of the Northwest ¼ of the Northeast ¼ of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, the centerline of a proposed 10' utility easement described as follows:

Commencing at the North ¼ corner of Section 22, Township 20 North, Range 17 East; thence S 89°46'12"E along the North line of the Northeast ¼ of said Section 22, 1545.23 feet; thence S 00°00'00"W, 5.45 feet to the Northeasterly corner of Block 2, Original Plat of the Town of Menasha; thence S 29°38'35"E along the Westerly line of Mill Street, 210.00 feet to the North line of Marina Place; thence S 59°58'45"W along the North line of Marina Place, 68.31 feet; thence S 29°37'35"E, along the North line of Marina Place, 1.00 feet to the Southeasterly corner of Lot 3, Certified Survey Map #5353; thence S 59°58'45"W along the North line of Marina Place, 111.85 feet; thence N 29°34'31"W, 111.29 feet to the centerline of proposed 10' utility easement and the point of beginning, (POB) of the parcel to be described; thence S 04°03'09"E along said centerline of proposed 10' utility easement, 10.13 feet; thence S 54°14'36"W along said centerline, 25.54 feet; thence S 61°07'59"W along said centerline, 8.03 feet; thence N 84°37'10"W along said centerline, 10.70 feet; thence N 33°29'37"W along said centerline, 23.85 feet to the terminating point of said centerline of proposed 10' utility easement.

The consideration herein above recited shall constitute payment in full for any damages present or future to the lands of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein (utilities). The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to adjacent lands of the Grantor, his successors and assigns.

IN WITNESS WHEREOF, Authorized Representative, City of Menasha, as grantor, has executed this document on the date set forth opposite his signature.

This easement was signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTORS:

By: \_\_\_\_\_  
Authorized Representative, City of Menasha

STATE OF WISCONSIN       )  
  ) SS  
COUNTY OF                )

personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument.

\_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ County, Wisconsin.

My Commission (expires) (is permanent) \_\_\_\_\_

This instrument was drafted by Dan Hutter on behalf of Menasha Utilities, Menasha, Wisconsin 54952



| Document Number  | Utility Easement |
|--|------------------|
| <p>KNOW ALL PEOPLE BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor, hereinafter appearing as signator to this document, City of Menasha, dba, Menasha Utilities, Herein after referred to as Grantee, the receipt of which is hereby acknowledged, said grantor (signator hereto) does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, the right to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with distribution of electricity, electric energy and communications for such purposes as the same is now or may hereafter be used and for sounds and signals, all in, over, under, across, along and upon the property shown within those areas designated as "Utility Easement Areas" together with the rights to install service connections upon, across, and beneath the surface of each lot to serve improvements thereon, or on an adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or caused to have restored, the property, as nearly as is reasonably possible, to the conditions existing prior to such entry by the Grantees or their agents. Buildings shall not be placed over grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.</p> |                  |
| Recording Area   |                  |
| <p>Menasha Utilities<br/>PO Box 340<br/>Menasha, WI 54952-0340<br/>Attn: Dan Hutter</p>  |                  |

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein.

Through the lands of the Grantor situated in the City of Menasha, Winnebago County, State of Wisconsin, said lands being as follows:

Being part of Lot 8 of Block 43, Addition to the Village of Menasha, and being part of the Northwest ¼ of the Northeast ¼ of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, the centerline of a proposed 10' utility easement described as follows:

Commencing at the North ¼ corner of Section 22, Township 20 North, Range 17 East; thence S 89°46'12"E along the North line of the Northeast ¼ of said Section 22, 1679.58 feet; thence N 00°24'30"E, 195.38 feet to the centerline of proposed 10' utility easement and the point of beginning, (POB) of the parcel to be described; thence N 00°24'30"E along said centerline of proposed 10' utility easement, 119.94 feet to the terminating point of said centerline of proposed 10' utility easement.

The consideration herein above recited shall constitute payment in full for any damages present or future to the lands of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein (utilities). The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to adjacent lands of the Grantor, his successors and assigns.

IN WITNESS WHEREOF, Authorized Representative, City of Menasha, as grantor, has executed this document on the date set forth opposite his signature.

This easement was signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTORS:

By: \_\_\_\_\_  
Authorized Representative, City of Menasha

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF                    )

personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument.

\_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ County, Wisconsin.

My Commission (expires) (is permanent) \_\_\_\_\_

This instrument was drafted by Dan Hutter on behalf of Menasha Utilities, Menasha, Wisconsin 54952



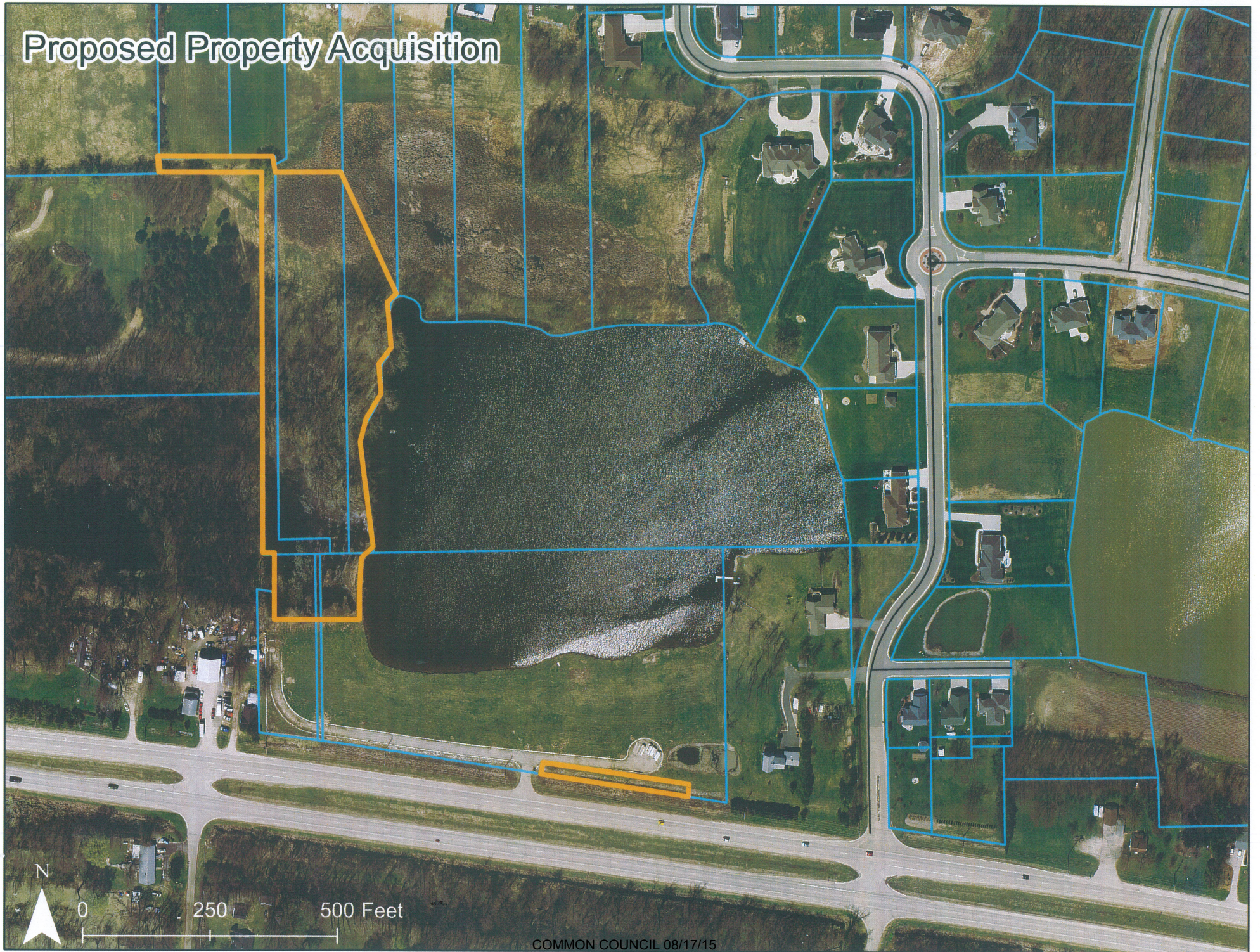
# 320 Chute Street



BROAD ST

CHUTE ST

# Proposed Property Acquisition



# City of Menasha Disbursements

|                         |                      |                 |
|-------------------------|----------------------|-----------------|
| Weekly Accounts Payable | 8/6/15-8/13/15       | \$ 3,324,831.50 |
|                         | Checks # 50862-50991 |                 |

|                   |        |               |
|-------------------|--------|---------------|
| Bi-Weekly Payroll | 8/6/15 | \$ 192,058.45 |
|-------------------|--------|---------------|

## Additional Regular Cycle Accounts Payables -Paid Electronically

|   |         |               |
|---|---------|---------------|
| Bank Fee  | 7/31/15 | \$ 75.00      |
| Employee Trust Funds                            | 7/31/15 | \$ 121,654.54 |
| Community First Credit Union-Payroll Deductions | 8/6/15  | \$ 5,479.00   |
| Returned Check                                  | 8/6/15  | \$ 20.55      |
| World Pay Charges-Farm Market                   | 8/6/15  | \$ 6.82       |
| Nationwide Retirement                           | 8/7/15  | \$ 11,552.50  |
| BMO Harris-Flex Spending                        | 8/7/15  | \$ 3,456.27   |
| Federal Tax Withholding                         | 8/12/15 | \$ 73,302.42  |
| Delta Dental                                    | 8/12/15 | \$ 1,908.50   |

\$ 217,455.60

Total \$ 3,734,345.55

Items included on this list have been properly audited and certified by the City Comptroller and are being presented for approval by the Common Council.

*Peggy Steeno*

Peggy Steeno  
Administrative Services Director

*8/13/15*  
Date

## Notes:

- Medical Expense Reimbursement Trust-Retirement Pay Out
- United Way-Employee Donations
- Wisconsin Support Collections-Child/Spousal Support
- WI SCTF-Child Support Annual Fee
- Gaps in check numbers indicate that more invoices being paid than fit on one check stub  
(The last check stub used is the check number that will appear on the check register)

# AP Check Register

## Check Date: 8/6/2015

Date: 8/10/2015

| <i>Vendor Name</i>          | <i>Check Number</i>           | <i>Check Date</i>             | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i>    | <i>Description</i>                       |
|-----------------------------|-------------------------------|-------------------------------|-----------------------|-----------------------|------------------|--|
| ACCURATE                    | 50862                         | 8/6/2015                      | 1510398               | 731-1022-541.38-03    | 106.14           | Color Camera                             |
|                             |                               | 8/6/2015                      | 1510438               | 731-1022-541.30-18    | 218.31           | Pen/Drill/Discs                          |
|                             | <b>Total for check: 50862</b> |                               |                       |                       | <b>324.45</b>    |  |
| APPLETON RADIATOR AND ATS   | 50863                         | 8/6/2015                      | 2975                  | 731-1022-541.38-03    | 1,683.73         | Radiator & Air Cooler                    |
|                             |                               | <b>Total for check: 50863</b> |                       |                       |                  | <b>1,683.73</b>                          |
| CITY OF APPLETON            | 50864                         | 8/6/2015                      | 226154                | 100-0918-531.21-06    | 500.00           | Preparedness Agreement                   |
|                             |                               | 8/6/2015                      | 226211                | 100-0302-542.25-01    | 13,952.00        | August 2015 Transit Services             |
|                             | <b>Total for check: 50864</b> |                               |                       |                       | <b>14,452.00</b> |  |
| BAHCALL RUBBER CO INC       | 50865                         | 8/6/2015                      | 706652-001            | 731-1022-541.38-03    | 9.12             | SAE Oring                                |
|                             |                               | <b>Total for check: 50865</b> |                       |                       |                  | <b>9.12</b>                              |
| BECK ELECTRIC INC           | 50866                         | 8/6/2015                      | JY3115-COM-ED13       | 100-1008-541.24-04    | 476.00           | Abandon Signal & Wiring One Menasha Site |
|                             |                               | <b>Total for check: 50866</b> |                       |                       |                  | <b>476.00</b>                            |
| BMO HARRIS BANK NA          | 50867                         | 8/6/2015                      | 4051233               | 100-0202-512.21-06    | 260.00           | Flex Spending Mgmt Fee                   |
|                             |                               | <b>Total for check: 50867</b> |                       |                       |                  | <b>260.00</b>                            |
| BOBCAT OF JANESVILLE        | 50868                         | 8/6/2015                      | 02-60387              | 731-1022-541.38-03    | 402.49           | Drive Belt                               |
|                             |                               | 8/6/2015                      | 02-60738              | 731-1022-541.38-03    | 168.51           | Mag pick up                              |
|                             |                               | 8/6/2015                      | 02-60843              | 731-1022-541.38-03    | 171.42           | Throttle Cable                           |
|                             |                               | <b>Total for check: 50868</b> |                       |                       |                  | <b>742.42</b>                            |
| BUCKLIN'S TREE SERVICE      | 50869                         | 8/6/2015                      | 22314                 | 266-1028-543.21-06    | 6,150.00         | Rotochopper Grinder                      |
|                             |                               | <b>Total for check: 50869</b> |                       |                       |                  | <b>6,150.00</b>                          |
| CASPERS TRUCK EQUIPMENT INC | 50870                         | 8/6/2015                      | 0008798-IN            | 731-1022-541.38-03    | 378.46           | Lightbar                                 |

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|--------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|-------------------------|
| CASPERS TRUCK EQUIPMENT INC... | 50870...            | 8/6/2015          | 0008808-IN                    | 731-1022-541.38-03    | 620.16          | Back up alarm/Lightbar  |
|                                |                     |                   | <b>Total for check: 50870</b> |                       | <b>998.62</b>   |                         |
| ELECTRIC CITY                  | 50871               | 8/6/2015          | 92835                         | 100-0702-552.30-18    | 140.81          | Race Numbers            |
|                                |                     |                   | <b>Total for check: 50871</b> |                       | <b>140.81</b>   |                         |
| ENERGY CONTROL & DESIGN INC    | 50872               | 8/6/2015          | 0074214-IN                    | 100-0704-552.20-04    | 406.00          | Pool Repair             |
|                                |                     |                   | <b>Total for check: 50872</b> |                       | <b>406.00</b>   |                         |
| FACTORY MOTOR PARTS CO         | 50873               | 8/6/2015          | 18-1418247                    | 731-1022-541.38-03    | 233.82          | Supplies                |
|                                |                     | 8/6/2015          | 18-1419865                    | 731-1022-541.30-18    | 113.40          | Cleaner                 |
|                                |                     | 8/6/2015          | 18-1422276                    | 731-1022-541.38-03    | 110.06          | Sensor                  |
|                                |                     | 8/6/2015          | 18-Z04533                     | 731-1022-541.38-03    | 92.33           | Batteries               |
|                                |                     | 8/6/2015          | 18-Z04687                     | 731-1022-541.38-03    | (174.50)        | Cores - CREDIT          |
|                                |                     | 8/6/2015          | 50-1097939                    | 731-1022-541.38-03    | 270.00          | FVP M27-7DC             |
|                                |                     |                   | <b>Total for check: 50873</b> |                       | <b>645.11</b>   |                         |
| FERGUSON WATERWORKS #1476      | 50874               | 8/6/2015          | 0176089                       | 625-1010-541.30-18    | 304.10          | Pipe/PVC Coup           |
|                                |                     | 8/6/2015          | 0176141                       | 625-1010-541.30-18    | 472.24          | Pipe/Coup/Ring          |
|                                |                     | 8/6/2015          | 0176223                       | 625-1010-541.30-18    | 269.24          | Sheer Ring              |
|                                |                     | 8/6/2015          | 0176776                       | 625-1010-541.30-18    | 143.00          | PVC/Flex Tap/Clamp      |
|                                |                     | 8/6/2015          | 0176808                       | 625-1010-541.30-18    | 162.70          | PVC Pipe/Coup           |
|                                |                     |                   | <b>Total for check: 50874</b> |                       | <b>1,351.28</b> |                         |
| FERRITO, KATIE                 | 50875               | 8/6/2015          | PERMIT 11878                  | 100-0000-201.10-00    | 100.00          | Deposit for Exc. Permit |
|                                |                     |                   | <b>Total for check: 50875</b> |                       | <b>100.00</b>   |                         |
| FORTRESS FENCE                 | 50876               | 8/6/2015          | LM566630                      | 731-1022-541.24-03    | 2,995.00        | Fence and Gate          |
|                                |                     |                   | <b>Total for check: 50876</b> |                       | <b>2,995.00</b> |                         |

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|-----------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|---|
| FOX STAMP SIGN & SPECIALTY  | 50877               | 8/6/2015          | OE-46959                      | 100-0703-553.30-18    | 17.00            | Sign                                      |
|                             |                     |                   | <b>Total for check: 50877</b> |                       | <b>17.00</b>     |   |
| GRIESBACH READY-MIX LLC     | 50878               | 8/6/2015          | 3239                          | 100-1011-541.30-18    | 591.00           | Arthur Street                             |
|                             |                     |                   |                               | 100-1004-541.30-18    | 594.60           | Road Ex                                   |
|                             |                     |                   |                               | 489-0703-562.82-02    | 353.40           | Gilbert Site                              |
|                             |                     |                   | <b>Total for check: 50878</b> |                       | <b>1,539.00</b>  |   |
| GUNDERSON CLEANERS          | 50879               | 8/6/2015          | 286000                        | 100-0801-521.30-13    | 34.66            | Mats/Towels                               |
|                             |                     |                   | <b>Total for check: 50879</b> |                       | <b>34.66</b>     |   |
| GUSTMAN CHEVROLET SALES INC | 50880               | 8/6/2015          | 36517                         | 731-1022-541.38-03    | 7.03             | Switch                                    |
|                             |                     | 8/6/2015          | 36686                         | 731-1022-541.38-03    | 8.92             | Flasher                                   |
|                             |                     |                   | <b>Total for check: 50880</b> |                       | <b>15.95</b>     |   |
| DONALD HIETPAS & SONS INC   | 50881               | 8/6/2015          | DON HIETPAS                   | 601-1020-543.82-02    | 28,368.50        | Lincoln Street Relay                      |
|                             |                     |                   | <b>Total for check: 50881</b> |                       | <b>28,368.50</b> |   |
| HOME DEPOT CREDIT SERVICES  | 50882               | 8/6/2015          | 6071309                       | 731-1022-541.30-18    | 29.94            | Blind                                     |
|                             |                     |                   | <b>Total for check: 50882</b> |                       | <b>29.94</b>     |   |
| HORST DISTRIBUTING INC      | 50883               | 8/6/2015          | 49166-000                     | 731-1022-541.38-03    | 696.49           | Spindle Motor                             |
|                             |                     | 8/6/2015          | 49197-000                     | 731-1022-541.38-03    | 112.38           | Motor Shaft Guard                         |
|                             |                     |                   | <b>Total for check: 50883</b> |                       | <b>808.87</b>    |   |
| INSTY-PRINTS                | 50884               | 8/6/2015          | 37206                         | 100-0405-513.29-01    | 69.24            | Business Cards                            |
|                             |                     |                   | <b>Total for check: 50884</b> |                       | <b>69.24</b>     |   |
| JANKE GENERAL CONTRACTORS   | 50885               | 8/6/2015          | JAHNKE GENERAL                | 489-0703-562.82-02    | 50,674.44        | Gilbert Riverfront Trail Contract 2014-03 |

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|------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|---|
| JANKE GENERAL CONTRACTORS... | 50885...            | 8/6/2015...       | JAHNKE GENERAL...             | 489-0000-201.04-00    | 1,001.05         | Gilbert Riverfront Trail Contract 2014-03 |
|                              |                     |                   |                               | 489-0703-562.82-02    | 21,100.00        | Gilbert Trestle Improve Project 2014-04   |
|                              |                     |                   |                               | 489-0000-201.04-00    | (1,055.00)       | Gilbert Trestle Improve Project 2014-04   |
|                              |                     |                   | <b>Total for check: 50885</b> |                       | <b>71,720.49</b> |   |
| JX ENTERPRISES INC           | 50886               | 8/6/2015          | G-251630013                   | 731-1022-541.38-03    | 145.61           | Step-Fuel Tank                            |
|                              |                     |                   | <b>Total for check: 50886</b> |                       | <b>145.61</b>    |   |
| KJ WASTE SYSTEMS INC         | 50887               | 8/6/2015          | KJWASTE                       | 266-1027-543.21-06    | 715.00           | Cardboard                                 |
|                              |                     |                   | <b>Total for check: 50887</b> |                       | <b>715.00</b>    |   |
| LORETTA KJEMHUS              | 50888               | 8/6/2015          | KJEMHUS LORETTA               | 100-0903-531.33-01    | 15.91            | June-July Expenses                        |
|                              |                     |                   |                               | 100-0909-531.33-01    | 10.97            | June-July Expenses                        |
|                              |                     |                   |                               | 100-0918-531.34-01    | 7.18             | June-July Expenses                        |
|                              |                     |                   | <b>Total for check: 50888</b> |                       | <b>34.06</b>     |   |
| KOBUSSEN BUSES LTD           | 50889               | 8/6/2015          | 8542                          | 100-0702-552.20-05    | 133.00           | Bus                                       |
|                              |                     |                   | <b>Total for check: 50889</b> |                       | <b>133.00</b>    |   |
| KONE INC                     | 50890               | 8/6/2015          | 1157017721                    | 100-1001-514.24-03    | 469.27           | Elevator Service                          |
|                              |                     |                   | <b>Total for check: 50890</b> |                       | <b>469.27</b>    |   |
| KUNDINGER FLUID POWER INC    | 50891               | 8/6/2015          | 50340532                      | 731-1022-541.38-03    | 17.25            | O-Ring                                    |
|                              |                     |                   | <b>Total for check: 50891</b> |                       | <b>17.25</b>     |   |
| L&S TRUCK CENTER             | 50892               | 8/6/2015          | 234708                        | 731-1022-541.38-03    | 248.27           | Muffler/Exhaust Sys Kit                   |
|                              |                     |                   | <b>Total for check: 50892</b> |                       | <b>248.27</b>    |   |

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|-------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|----------------------|
| MCMAHON                             | 50893               | 8/6/2015          | 950002                        | 625-1010-541.30-18    | 1,000.00         | Goose Fencing        |
|                                     |                     |                   | <b>Total for check: 50893</b> |                       | <b>1,000.00</b>  |                      |
| MEDICAL EXPENSE REIMBURSEMENT TRUST | 50894               | 8/6/2015          | 20150806                      | 100-0000-202.08-00    | 1,547.03         | PAYROLL SUMMARY      |
|                                     |                     |                   | <b>Total for check: 50894</b> |                       | <b>1,547.03</b>  |                      |
| MENASHA TREASURER                   | 50895               | 8/6/2015          | HEALTH                        | 100-0903-531.30-10    | 10.37            | Petty Cash Replenish |
|                                     |                     |                   |                               | 100-0902-524.30-11    | 6.74             | Petty Cash Replenish |
|                                     |                     |                   |                               | 100-0904-531.30-11    | 9.48             | Petty Cash Replenish |
|                                     |                     |                   |                               | 100-0903-531.30-11    | 9.80             | Petty Cash Replenish |
|                                     |                     |                   |                               | 100-0906-531.30-18    | 2.10             | Petty Cash Replenish |
|                                     |                     |                   |                               | 100-0904-531.30-15    | 8.38             | Petty Cash Replenish |
|                                     |                     | 8/6/2015          | REC                           | 100-0000-103.08-00    | 300.00           | Petty Cash/Grunski   |
|                                     |                     |                   | <b>Total for check: 50895</b> |                       | <b>346.87</b>    |                      |
| MENASHA UTILITIES                   | 50896               | 8/6/2015          | 4369                          | 625-0401-513.25-01    | 1,819.10         | Storm Water June     |
|                                     |                     |                   |                               | 601-0401-513.25-02    | 15,341.15        | Sewer Charge June    |
|                                     |                     | 8/6/2015          | MENASHAUTILITY                | 100-1008-541.22-03    | 181.54           | Electric             |
|                                     |                     |                   |                               | 100-0703-553.22-03    | 254.37           | Electric             |
|                                     |                     |                   |                               | 100-0703-553.22-05    | 249.24           | Water                |
|                                     |                     |                   |                               | 100-0703-553.22-06    | 132.51           | Storm                |
|                                     |                     |                   |                               | 100-0903-531.22-03    | 204.01           | Electric             |
|                                     |                     |                   |                               | 100-0903-531.22-05    | 45.42            | Water                |
|                                     |                     |                   |                               | 100-0000-123.00-00    | 7.99             | Electric             |
|                                     |                     |                   |                               | 100-0305-562.22-06    | 7.50             | Storm                |
|                                     |                     |                   |                               | 601-1020-543.22-03    | 73.47            | Electric             |
|                                     |                     |                   | <b>Total for check: 50896</b> |                       | <b>18,316.30</b> |                      |
| MORTON SAFETY                       | 50897               | 8/6/2015          | 158846-00                     | 731-1022-541.30-18    | 83.58            | Eyewear/Earmuff      |
|                                     |                     |                   | <b>Total for check: 50897</b> |                       | <b>83.58</b>     |                      |

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|------------------------------------|---------------------|-------------------|-----------------------|-----------------------|---------------|--------------------------------------|
| N&M AUTO SUPPLY                    | 50899               | 8/6/2015          | 529313                | 731-1022-541.38-03    | 5.99          | Hitch Pin                            |
|                                    |                     | 8/6/2015          | 529341                | 731-1022-541.38-03    | 9.29          | Primer                               |
|                                    |                     | 8/6/2015          | 529378                | 731-1022-541.38-03    | 22.90         | FibreGlass Resin                     |
|                                    |                     | 8/6/2015          | 529489                | 731-1022-541.38-03    | 23.99         | Filler                               |
|                                    |                     | 8/6/2015          | 529513                | 731-1022-541.38-03    | 20.94         | Parts                                |
|                                    |                     | 8/6/2015          | 529787                | 731-1022-541.38-03    | 48.65         | Aerosol/Coating/Primer               |
|                                    |                     | 8/6/2015          | 529842                | 731-1022-541.38-03    | 41.50         | Discs                                |
|                                    |                     | 8/6/2015          | 529884                | 731-1022-541.38-03    | 7.08          | Spark Plug                           |
|                                    |                     | 8/6/2015          | 530001                | 731-1022-541.38-03    | 137.00        | Sander/Discs                         |
|                                    |                     | 8/6/2015          | 530325                | 731-1022-541.38-03    | 25.44         | Aerosol/Primer                       |
|                                    |                     | 8/6/2015          | 530341                | 731-1022-541.38-03    | 15.80         | Can                                  |
|                                    |                     | 8/6/2015          | 530390                | 731-1022-541.38-03    | 70.70         | Tape/Aerosol                         |
|                                    |                     | 8/6/2015          | 530640                | 731-1022-541.30-18    | 7.80          | RTV Tube                             |
|                                    |                     | 8/6/2015          | 530684                | 731-1022-541.38-01    | 48.18         | Socket/Plug/Mirrors Spark Plug       |
|                                    |                     | 8/6/2015          | 530837                | 731-1022-541.30-18    | 61.68         | Circuit Kit Fuse Holder              |
|                                    |                     | 8/6/2015          | 530927                | 731-1022-541.38-03    | 40.26         | Rocker LED Black REd                 |
|                                    |                     | 8/6/2015          | 531055                | 731-1022-541.38-03    | 5.20          | License Plate Bolts                  |
|                                    |                     | 8/6/2015          | 531082                | 731-1022-541.38-03    | 35.80         | Power Steering Fluid Brake Fluid     |
|                                    |                     | 8/6/2015          | 531125                | 731-1022-541.38-03    | 5.05          | Radiator Cap                         |
|                                    |                     | 8/6/2015          | 531209                | 731-1022-541.38-03    | 60.77         | Rust Treatment/Stone Grd Primer/Tape |
|                                    |                     | 8/6/2015          | 531288                | 731-1022-541.38-03    | 30.72         | Cable                                |
|                                    |                     | 8/6/2015          | 531315                | 731-1022-541.30-18    | 7.80          | RTV Silicone                         |
|                                    |                     | 8/6/2015          | 531386                | 731-1022-541.38-03    | 35.93         | Rocker Panel Coating                 |
|                                    |                     | 8/6/2015          | 531547                | 731-1022-541.38-03    | 3.39          | INLINE Fuseholder                    |
|                                    |                     | 8/6/2015          | 531625                | 731-1022-541.38-03    | 7.30          | Hose                                 |
|                                    |                     | 8/6/2015          | 532062                | 731-1022-541.38-03    | 26.46         | Spark Plugs                          |
|                                    |                     | 8/6/2015          | 532130                | 731-1022-541.38-03    | 8.96          | Oil Filter                           |
|                                    |                     | 8/6/2015          | 532160                | 731-1022-541.38-03    | 66.08         | Oil Filter and Oil                   |
|                                    |                     | 8/6/2015          | 532551                | 731-1022-541.38-03    | 14.38         | Mini AddACircuit Kit                 |
|                                    |                     | 8/6/2015          | 532556                | 731-1022-541.38-03    | 104.56        | Circuit Kit/Cables/Parts             |
| <b>Total for check: 50899</b>      |                     |                   |                       |                       | <b>999.60</b> |                                      |
| NEENAH-MENASHA SEWERAGE COMMISSION | 50900               | 8/6/2015          | 2015-132              | 601-1021-543.21-01    | 5,051.00      | Legal Reimbursement                  |

# AP Check Register

## Check Date: 8/6/2015

Date: 8/10/2015

| Vendor Name                           | Check Number | Check Date             | Invoice Number  | Account Number     | Amount   | Description             |
|---------------------------------------|--------------|------------------------|-----------------|--------------------|--|-------------------------|
| NEENAH-MENASHA SEWERAGE COMMISSION... | 50900...     | 8/6/2015               | 2015-136        | 601-1021-543.25-01 | 65,119.95 August 2015                                | Wastewater Treatment    |
|                                       |              | 8/6/2015               | 2015-142        | 601-1021-543.25-01 | 21,522.00 August 2015                                | Interest & Debt Charges |
|                                       |              | Total for check: 50900 |                 |                    | 91,692.95  |                         |
| NEWMAN, JERRY                         | 50901        | 8/6/2015               | NEWMAN JERRY    | 100-0000-422.01-00 | 40.00 Refund Permit 7768-15-7B                       |                         |
|                                       |              |                        |                 |                    | 40.00  |                         |
| NORTHEAST ASPHALT INC                 | 50902        | 8/6/2015               | 1360118         | 100-1004-541.30-18 | 1,590.60 12.5MM E-3                                  |                         |
|                                       |              |                        |                 | 100-1003-541.30-18 | 2,388.65 12.5MM E-3                                  |                         |
|                                       |              | 8/6/2015               | 1362061         | 100-1004-541.30-18 | 638.01 Commercial Grade                              | 3 12.5 MM               |
|                                       |              |                        |                 | 100-1003-541.30-18 | 959.02 Commercial Grade                              | 3 12.5 MM               |
|                                       |              | 8/6/2015               | 1363643         | 100-1003-541.30-18 | 230.54 Commercial Grade                              |                         |
|                                       |              | 8/6/2015               | NORTHEAST ASPHA | 470-1003-541.82-02 | 295,854.91 New Street Const/Reconst Project 2015-01  |                         |
|                                       |              |                        |                 | 625-1003-541.82-02 | 1,312.06 New Street Const/Reconst Project 2015-01    |                         |
|                                       |              |                        |                 | 625-1010-541.82-02 | 1,105.00 New Street Const/Reconst Project 2015-01    |                         |
|                                       |              |                        |                 | 470-0000-201.04-00 | (14,913.60) New Street Const/Reconst Project 2015-01 |                         |
|                                       |              | Total for check: 50902 |                 |                    | 289,165.19   |                         |
| OUTAGAMIE COUNTY                      | 50903        | 8/6/2015               | 106175          | 100-0805-521.25-01 | 495.00 Lodging/June                                  |                         |
|                                       |              |                        |                 |                    | 495.00   |                         |
| PACKER CITY INTL TRUCKS INC           | 50904        | 8/6/2015               | X103014848:02   | 731-1022-541.38-03 | 52.65 Wiper Blade                                    |                         |
|                                       |              | 8/6/2015               | X103015046:01   | 731-1022-541.38-03 | 71.96 Filters  |                         |
|                                       |              | 8/6/2015               | X103015391:01   | 731-1022-541.38-03 | 120.56 Clamp Heat Exchanger                          |                         |
|                                       |              | 8/6/2015               | X103015630:01   | 731-1022-541.38-03 | 71.75 Air Filters/Clamps                             |                         |
|                                       |              | 8/6/2015               | X103015630:02   | 731-1022-541.38-03 | 28.43 Air Filter                                     |                         |
|                                       |              | Total for check: 50904 |                 |                    | 345.35   |                         |
| POMP'S TIRE SERVICE INC               | 50905        | 8/6/2015               | 320031793       | 731-1022-541.38-02 | 212.50 Tires   |                         |
|                                       |              | 8/6/2015               | 320032101       | 731-1022-541.38-02 | 27.80 Foam Fill/Rubber Snap                          |                         |
|                                       |              | 8/6/2015               | 320032149       | 731-1022-541.38-02 | 162.30 Carlisle Mult Trc                             |                         |

# AP Check Register

## Check Date: 8/6/2015

Date: 8/10/2015

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|----------------------------|-------------------------------|-------------------|-----------------------|-------------------------------|-----------------|--------------------------|
| POMP'S TIRE SERVICE INC... | 50905...                      | 8/6/2015          | 320032547             | 731-1022-541.38-02            | 107.77          | Tire                     |
|                            |                               | 8/6/2015          | 320032614             | 731-1022-541.38-02            | 360.04          | Tires                    |
|                            |                               | 8/6/2015          | 320032617             | 731-1022-541.38-02            | 215.54          | Tires                    |
|                            | <b>Total for check: 50905</b> |                   |                       |                               | <b>1,085.95</b> |                          |
| RIESTERER & SCHNELL INC    | 50906                         | 8/6/2015          | 863656                | 731-1022-541.38-03            | 97.48           | Rim and Wheel            |
|                            |                               |                   |                       |                               | <b>97.48</b>    |                          |
| SANOFI PASTEUR INC         | 50907                         | 8/6/2015          | 904568838             | 100-0903-531.30-18            | 124.58          | Tubersol                 |
|                            |                               |                   |                       |                               | <b>124.58</b>   |                          |
| SMT MANUFACTURING & SUPPLY | 50908                         | 8/6/2015          | 0034739-IN            | 731-1022-541.38-03            | 8.86            | 1/2 X 3/4 X 2 oilite     |
|                            |                               |                   |                       |                               | <b>8.86</b>     |                          |
| STAPLES ADVANTAGE          | 50909                         | 8/6/2015          | 3271173678            | 100-0704-552.30-10            | 88.84           | Supplies                 |
|                            |                               |                   |                       | 100-0304-562.30-10            | 4.39            | Supplies                 |
|                            |                               |                   |                       | <b>Total for check: 50909</b> | <b>93.23</b>    |                          |
| SYN-TECH SYSTEMS           | 50910                         | 8/6/2015          | 113225                | 731-1022-541.24-06            | 183.00          | Aim 2 Module             |
|                            |                               |                   |                       |                               | <b>183.00</b>   |                          |
| TAPCO                      | 50911                         | 8/6/2015          | 1494852               | 100-1008-541.30-18            | 347.79          | LED Traffic Lights/Stock |
|                            |                               |                   |                       |                               | <b>347.79</b>   |                          |
| US PETROLEUM EQUIPMENT     | 50912                         | 8/6/2015          | 218591                | 731-1022-541.24-06            | 107.65          | Service                  |
|                            |                               |                   |                       |                               | <b>107.65</b>   |                          |

# AP Check Register

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Date: 8/10/2015

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|----------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-------------------|--------------------|
| VALLEY POPCORN CO INC            | 50913               | 8/6/2015          | 164940                        | 100-0704-552.30-17    | 262.99            | Popcorn            |
|                                  |                     |                   | <b>Total for check: 50913</b> |                       | <b>262.99</b>     |                    |
| AMANDA VERBOOMEN                 | 50914               | 8/6/2015          | PARK REFUND                   | 100-0000-441.23-00    | 111.42            | Park Refund        |
|                                  |                     |                   |                               | 100-0000-201.08-00    | 6.08              | Park Refund        |
|                                  |                     |                   | <b>Total for check: 50914</b> |                       | <b>117.50</b>     |                    |
| VERIZON WIRELESS                 | 50915               | 8/6/2015          | 9748326764                    | 100-0304-562.22-01    | 75.45             | Wireless Charges   |
|                                  |                     |                   | <b>Total for check: 50915</b> |                       | <b>75.45</b>      |                    |
| WINNEBAGO COUNTY CLERK OF COURTS | 50916               | 8/6/2015          | WINNEBAGO COUNT               | 100-0000-201.03-00    | 285.00            | Bond/MPD 15-00689  |
|                                  |                     |                   |                               | 100-0000-201.03-00    | 150.00            | Bond/MPD 15-2444   |
|                                  |                     |                   |                               | 100-0000-201.03-00    | 150.00            | Bond/MPD 15-2452   |
|                                  |                     |                   | <b>Total for check: 50916</b> |                       | <b>585.00</b>     |                    |
| WINNEBAGO COUNTY TREASURER       | 50917               | 8/6/2015          | 7430                          | 100-0805-521.25-01    | 205.84            | Stay               |
|                                  |                     |                   | <b>Total for check: 50917</b> |                       | <b>205.84</b>     |                    |
| WISCONSIN DEPT OF JUSTICE-TIME   | 50918               | 8/6/2015          | T19482                        | 100-0801-521.22-01    | 454.50            | Time System Access |
|                                  |                     |                   | <b>Total for check: 50918</b> |                       | <b>454.50</b>     |                    |
| WISCONSIN SUPPORT COLLECTIONS    | 50919               | 8/6/2015          | 20150806                      | 100-0000-202.03-00    | 647.70            | PAYROLL SUMMARY    |
|                                  |                     |                   | <b>Total for check: 50919</b> |                       | <b>647.70</b>     |                    |
| ZEP SALES & SERVICE              | 50920               | 8/6/2015          | 9001752811                    | 731-1022-541.30-18    | 269.28            | Zep 45 Aero        |
|                                  |                     |                   | <b>Total for check: 50920</b> |                       | <b>269.28</b>     |                    |
|                                  |                     |                   |                               |                       | <b>543,799.32</b> |                    |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>       | <i>Check Number</i> | <i>Check Date</i>             | <i>Invoice Number</i> | <i>Account Number</i>         | <i>Amount</i>    | <i>Description</i>              |
|--------------------------|---------------------|-------------------------------|-----------------------|-------------------------------|------------------|---------------------------------|
| ACCURATE                 | 50921               | 8/13/2015                     | 1510745               | 731-1022-541.30-18            | 74.79            | Washers/Pens                    |
|                          |                     | 8/13/2015                     | 1510786               | 731-1022-541.30-18            | 26.43            | Holesaw                         |
|                          |                     | 8/13/2015                     | 1510863               | 731-1022-541.38-03            | 390.74           | Tie rod Ends/Pads               |
|                          |                     | 8/13/2015                     | 1510984               | 731-1022-541.30-18            | 118.98           | Light bulbs/Ties/Primer         |
|                          |                     | <b>Total for check: 50921</b> |                       |                               | <b>610.94</b>    |                                 |
| APPLETON AWNING SHOP     | 50922               | 8/13/2015                     | 35503                 | 100-0703-553.24-02            | 158.49           | Repair Tennis Nets              |
|                          |                     |                               |                       |                               | <b>158.49</b>    |                                 |
| APPLETON SCHOOL DISTRICT | 50923               | 8/13/2015                     | APPLETON SCHOOL       | 100-0000-203.05-00            | 65,476.47        | 2014-2015 Tax Collection        |
|                          |                     |                               |                       |                               | <b>65,476.47</b> |                                 |
| APWA                     | 50924               | 8/13/2015                     | 60484                 | 100-1002-541.32-01            | 145.50           | Membership Renewal              |
|                          |                     |                               |                       | 625-1002-541.32-01            | 48.50            | Membership Renewal              |
|                          |                     |                               |                       | <b>Total for check: 50924</b> | <b>194.00</b>    |                                 |
| BAYCOM INC               | 50925               | 8/13/2015                     | 97131                 | 100-0801-521.29-04            | 1,129.00         | Equipment                       |
|                          |                     |                               |                       |                               | <b>1,129.00</b>  |                                 |
| KELSEY BLOB              | 50926               | 8/13/2015                     | HATTIE MINOR          | 822-0413-554.30-16            | 250.00           | Fall 2015 Scholarship           |
|                          |                     |                               |                       |                               | <b>250.00</b>    |                                 |
| JORDAN BOSMA             | 50927               | 8/13/2015                     | HATTIE MINOR          | 822-0413-554.30-16            | 250.00           | Fall 2015 Scholarship           |
|                          |                     |                               |                       |                               | <b>250.00</b>    |                                 |
| CALUMET COUNTY TREASURER | 50928               | 8/13/2015                     | CALUMET COUNTY        | 100-0000-203.01-00            | 43,728.91        | 2014-2015 Tax Collection County |
|                          |                     |                               |                       | 100-0000-203.08-00            | 1,891.46         | 2014-2015 Tax Collection State  |
|                          |                     |                               |                       | <b>Total for check: 50928</b> | <b>45,620.37</b> |                                 |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>               | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i>         | <i>Account Number</i> | <i>Amount</i>   | <i>Description</i> |
|----------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|--------------------|
| CASPERS TRUCK EQUIPMENT INC      | 50929               | 8/13/2015         | 0008852-IN                    | 731-1022-541.38-03    | 198.12          | Warning Light      |
|                                  |                     |                   | <b>Total for check: 50929</b> |                       | <b>198.12</b>   |                    |
| PAO CHANG                        | 50930               | 8/13/2015         | 129019                        | 100-0000-201.15-00    | 14.82           | Farm Fresh Market  |
|                                  |                     |                   | <b>Total for check: 50930</b> |                       | <b>14.82</b>    |                    |
| CLEAR WATER CAR WASH             | 50931               | 8/13/2015         | 627                           | 100-0801-521.29-04    | 59.97           | July Car Washes    |
|                                  |                     |                   | <b>Total for check: 50931</b> |                       | <b>59.97</b>    |                    |
| COMDATA                          | 50932               | 8/13/2015         | M52135461                     | 100-0702-552.30-18    | 221.18          | Supplies           |
|                                  |                     |                   | <b>Total for check: 50932</b> |                       | <b>221.18</b>   |                    |
| COMPLETE OFFICE OF WISCONSIN     | 50933               | 8/13/2015         | 370243                        | 100-0801-521.30-10    | 8.23            | Pouch              |
|                                  |                     |                   | <b>Total for check: 50933</b> |                       | <b>8.23</b>     |                    |
| CRESCENT ELECTRIC SUPPLY COMPANY | 50934               | 8/13/2015         | S500361087.003                | 100-0703-553.30-18    | 314.00          | Light Component    |
|                                  |                     | 8/13/2015         | S500361087.004                | 100-0703-553.30-18    | 1,240.00        | Replacement Light  |
|                                  |                     |                   | <b>Total for check: 50934</b> |                       | <b>1,554.00</b> |                    |
| EARTHLINK BUSINESS               | 50935               | 8/13/2015         | EARTHLINK                     | 100-0402-513.22-01    | 7.40            | Assessor           |
|                                  |                     |                   |                               | 100-0201-512.22-01    | 7.20            | Attorney           |
|                                  |                     |                   |                               | 100-0000-123.00-00    | 16.43           | Bldg Inspection    |
|                                  |                     |                   |                               | 100-0203-512.22-01    | 14.96           | Clerk              |
|                                  |                     |                   |                               | 100-0304-562.22-01    | 26.93           | Comm Development   |
|                                  |                     |                   |                               | 100-1001-514.22-01    | 81.56           | City Hall          |
|                                  |                     |                   |                               | 100-0401-513.22-01    | 36.33           | Finance            |
|                                  |                     |                   |                               | 731-1022-541.22-01    | 29.24           | Garage             |
|                                  |                     |                   |                               | 100-0903-531.22-01    | 55.24           | Health             |
|                                  |                     |                   |                               | 743-0403-513.22-01    | 17.28           | IT                 |
|                                  |                     |                   |                               | 100-0601-551.22-01    | 191.47          | Library            |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

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|-------------------------------|---------------------|-------------------|-------------------------------|-------------------------------|-------------------|---------------------------|
| EARTHLINK BUSINESS...         | 50935...            | 8/13/2015...      | EARTHLINK...                  | 100-0101-511.22-01            | 11.35             | Mayor                     |
|                               |                     |                   |                               | 100-0702-552.22-01            | 30.45             | Recreation                |
|                               |                     |                   |                               | 100-0703-553.22-01            | 51.16             | Parks                     |
|                               |                     |                   |                               | 100-0202-512.22-01            | 18.19             | Personnel                 |
|                               |                     |                   |                               | 100-0801-521.22-01            | 282.32            | Police                    |
|                               |                     |                   |                               | 100-1002-541.22-01            | 47.45             | Engineering               |
|                               |                     |                   |                               | 100-0920-531.22-01            | 14.85             | Senior                    |
|                               |                     |                   |                               | 100-1008-541.22-01            | 4.29              | Sign Shop                 |
|                               |                     |                   |                               | 100-0502-522.22-01            | 45.10             | EOC                       |
|                               |                     |                   |                               | 207-0000-123.00-00            | 30.24             | Marina                    |
|                               |                     |                   |                               | 100-0000-123.00-00            | 338.46            | Menasha Utilities         |
|                               |                     |                   | <b>Total for check: 50935</b> |                               | <b>1,357.90</b>   |                           |
| FOX VALLEY HUMANE ASSOCIATION | 50936               | 8/13/2015         | FOX VALLEY HUMA               | 100-0806-532.25-01            | 1,245.55          | June Services             |
|                               |                     |                   |                               | <b>Total for check: 50936</b> | <b>1,245.55</b>   |                           |
| FOX VALLEY TECHNICAL COLLEGE  | 50937               | 8/13/2015         | FOX VALLEY TECH               | 100-0000-203.04-00            | 151,272.72        | 2014-2015 Tax Collect (W) |
|                               |                     |                   |                               | 100-0000-203.04-00            | 10,730.71         | 2014-2015 Tax Collect (C) |
|                               |                     |                   |                               | <b>Total for check: 50937</b> | <b>162,003.43</b> |                           |
| GANNETT WISCONSIN MEDIA       | 50938               | 8/13/2015         | 0009123714                    | 100-0405-513.29-02            | 656.13            | July Legals               |
|                               |                     |                   |                               | <b>Total for check: 50938</b> | <b>656.13</b>     |                           |
| GERBER LEISURE PRODUCTS INC   | 50939               | 8/13/2015         | 26256                         | 100-0703-553.30-18            | 750.00            | Swing Seats               |
|                               |                     |                   |                               | <b>Total for check: 50939</b> | <b>750.00</b>     |                           |
| KRISTINE HEIM                 | 50940               | 8/13/2015         | HEIM, KRISTI                  | 100-0304-562.30-11            | 46.70             | June-July Expenses        |
|                               |                     |                   |                               | <b>Total for check: 50940</b> | <b>46.70</b>      |                           |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

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|-------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|---|
| JIM HEINZ                     | 50941               | 8/13/2015         | 129016                        | 100-0000-201.15-00    | 49.55            | Farm Fresh Market                           |
|                               |                     |                   | <b>Total for check: 50941</b> |                       | <b>49.55</b>     |   |
| HORTONVILLE POLICE DEPARTMENT | 50942               | 8/13/2015         | HORTONVILLE PD                | 100-0000-201.03-00    | 109.00           | Bond/MPD 15-2519                            |
|                               |                     |                   | <b>Total for check: 50942</b> |                       | <b>109.00</b>    |   |
| HULBERT, LINDA                | 50943               | 8/13/2015         | HULBERT LINDA                 | 100-0000-441.24-00    | 2.00             | Refund                                      |
|                               |                     |                   | <b>Total for check: 50943</b> |                       | <b>2.00</b>      |   |
| INDEPENDENT INSPECTIONS LTD   | 50944               | 8/13/2015         | 310116                        | 100-0301-523.21-06    | 32,684.88        | July Permits                                |
|                               |                     | 8/13/2015         | 310117                        | 100-0301-523.21-06    | 95.00            | July Permits                                |
|                               |                     |                   | <b>Total for check: 50944</b> |                       | <b>32,779.88</b> |   |
| INFINITY TECHNOLOGY INC       | 50945               | 8/13/2015         | 514159                        | 743-0403-513.24-04    | 720.00           | Anti-Virus Annual Maint                     |
|                               |                     |                   | <b>Total for check: 50945</b> |                       | <b>720.00</b>    |   |
| KITZ & PFEIL INC              | 50948               | 8/13/2015         | 062214-0052                   | 100-0703-553.30-18    | 52.90            | Wrench Set/Battery/Caulk Ant Killer/Saw     |
|                               |                     | 8/13/2015         | 062314-0049                   | 100-0704-552.24-03    | 21.69            | Hardware Misc                               |
|                               |                     | 8/13/2015         | 062414-0041                   | 100-0801-521.30-13    | 13.36            | Supplies                                    |
|                               |                     |                   |                               | 100-1001-514.24-03    | 15.85            | Supplies                                    |
|                               |                     | 8/13/2015         | 062509-0010                   | 100-0801-521.30-15    | 29.68            | Tarp Cover/Cord                             |
|                               |                     | 8/13/2015         | 062514-0138                   | 100-0703-553.24-03    | 2.90             | Hardware Misc                               |
|                               |                     | 8/13/2015         | 062514-0151                   | 731-1022-541.24-02    | 19.50            | Pipe/Nipple/Elbow                           |
|                               |                     | 8/13/2015         | 062614-0220                   | 100-0801-521.29-04    | 9.96             | Hardware Misc                               |
|                               |                     | 8/13/2015         | 070114-0158                   | 731-1022-541.30-18    | 14.75            | Brush                                       |
|                               |                     | 8/13/2015         | 070214-0027                   | 100-0703-553.30-18    | 48.10            | Ant Killer/Battery                          |
|                               |                     | 8/13/2015         | 070214-0077                   | 100-0904-531.30-18    | 8.99             | Duct Tape                                   |
|                               |                     | 8/13/2015         | 070214-0164                   | 100-1012-541.30-18    | 2.98             | Key   |
|                               |                     | 8/13/2015         | 070309-0076                   | 100-0801-521.29-04    | 13.22            | Hardware Misc                               |
|                               |                     | 8/13/2015         | 070603-0013                   | 731-1022-541.38-03    | 20.95            | Cable                                       |
|                               |                     | 8/13/2015         | 070609-0006                   | 100-0703-553.24-03    | 29.09            | Cement/Pipe Cleaner/Elbow Tee/Slip/Coupling |

# AP Check Register

## Check Date: 8/13/2015

| <i>Vendor Name</i>    | <i>Check Number</i> | <i>Check Date</i>             | <i>Invoice Number</i> | <i>Account Number</i>         | <i>Amount</i>   | <i>Description</i>          |
|-----------------------|---------------------|-------------------------------|-----------------------|-------------------------------|-----------------|-----------------------------|
| KITZ & PFEIL INC...   | 50948...            | 8/13/2015                     | 070614-0264           | 100-0801-521.30-18            | 29.69           | Inverter                    |
|                       |                     | 8/13/2015                     | 070714-0021           | 731-1022-541.38-03            | 3.00            | Hardware Misc               |
|                       |                     | 8/13/2015                     | 070714-0067           | 100-0703-553.24-03            | 7.78            | Tee/Adapter/Slip/Bushing    |
|                       |                     | 8/13/2015                     | 070714-0128           | 100-0703-553.24-03            | 3.59            | Fluorescent Starters        |
|                       |                     | 8/13/2015                     | 070914-0088           | 100-0703-553.30-18            | 14.38           | Brushes                     |
|                       |                     | 8/13/2015                     | 070914-0151           | 731-1022-541.38-03            | 10.20           | Hardware Misc               |
|                       |                     | 8/13/2015                     | 071003-0012           | 100-0703-553.30-18            | 55.50           | Chain                       |
|                       |                     | 8/13/2015                     | 071009-0013           | 100-1008-541.30-18            | 4.12            | Strap                       |
|                       |                     | 8/13/2015                     | 071014-0091           | 100-1001-514.24-03            | 2.05            | Plates                      |
|                       |                     | 8/13/2015                     | 071014-0132           | 100-0704-552.24-03            | 15.80           | Misc Supplies               |
|                       |                     | 8/13/2015                     | 071314-0058           | 100-0703-553.24-03            | 34.39           | Ballast/Switch              |
|                       |                     | 8/13/2015                     | 071414-0072           | 100-0703-553.24-03            | (3.59)          | Fluorescent Starters Credit |
|                       |                     | 8/13/2015                     | 071414-0076           | 100-0703-553.30-18            | 64.09           | Hardware Misc               |
|                       |                     | 8/13/2015                     | 071514-0007           | 100-0703-553.30-18            | (7.20)          | Hardware Misc               |
|                       |                     | 8/13/2015                     | 071514-0132           | 100-1001-514.24-03            | 3.86            | Sealant                     |
|                       |                     | 8/13/2015                     | 071614-0057           | 731-1022-541.30-18            | 1.95            | Hardware Misc               |
|                       |                     | 8/13/2015                     | 071814-0104           | 100-0704-552.30-10            | 32.82           | Supplies                    |
|                       |                     | 8/13/2015                     | 072009-0004           | 100-0703-553.30-18            | 14.83           | Locks                       |
|                       |                     | 8/13/2015                     | 072014-0065           | 731-1022-541.30-18            | 2.59            | Hardware Misc               |
|                       |                     | 8/13/2015                     | 072014-0070           | 100-0703-553.24-03            | 4.40            | Hardware Misc               |
|                       |                     | 8/13/2015                     | 072014-0122           | 731-1022-541.30-18            | 11.50           | Pins/Bolts                  |
|                       |                     | 8/13/2015                     | 072014-0132           | 100-0704-552.24-03            | 11.05           | Key/Box/Cover/Staple        |
|                       |                     | <b>Total for check: 50948</b> |                       |                               | <b>620.72</b>   |                             |
| MCC INC               | 50949               | 8/13/2015                     | 62287                 | 625-1010-541.30-18            | 231.88          | Clean Stone                 |
|                       |                     |                               |                       | 601-1020-543.30-18            | 240.95          | Clean Stone                 |
|                       |                     |                               |                       | <b>Total for check: 50949</b> | <b>472.83</b>   |                             |
| MEDALCRAFT MINT INC   | 50950               | 8/13/2015                     | INV122293             | 100-0801-521.30-15            | 1,575.00        | Coin                        |
|                       |                     |                               |                       | <b>Total for check: 50950</b> | <b>1,575.00</b> |                             |
| MENARDS-APPLETON EAST | 50951               | 8/13/2015                     | 77568                 | 100-1001-514.30-13            | 19.96           | Supplies                    |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| Vendor Name                      | Check Number                  | Check Date   | Invoice Number     | Account Number         | Amount             | Description               |
|----------------------------------|-------------------------------|--------------|--------------------|------------------------|--------------------|---------------------------|
| MENARDS-APPLETON EAST...         | 50951...                      | 8/13/2015... | 77568...           | 100-0704-552.24-03     | 83.85              | Supplies                  |
|                                  |                               |              |                    | 100-0601-551.24-03     | 34.81              | Supplies                  |
|                                  | 8/13/2015                     | 77797        | 100-1009-541.30-18 | 14.37                  | Tape               |                           |
|                                  |                               |              | 625-1010-541.30-18 | 14.37                  | Tape               |                           |
|                                  |                               |              | 625-1003-541.30-18 | 19.18                  | Tape               |                           |
|                                  |                               |              | 8/13/2015          | 77880                  | 100-1001-514.24-03 | 141.32                    |
|                                  | 8/13/2015                     | 77881        | 100-0920-531.24-03 | 214.68                 | Putty/Plug         |                           |
|                                  | 8/13/2015                     | 77882        | 100-0920-531.24-03 | 25.12                  | Downspout          |                           |
|                                  | Total for check: 50951        |              |                    |                        | 567.66             |                           |
|                                  | MENASHA JOINT SCHOOL DISTRICT | 50952        | 8/13/2015          | MENASHA JOINT          | 100-0000-203.03-00 | 1,505,644.08              |
| 100-0000-203.03-00               |                               |              |                    |                        | 30,057.35          | 2014-2015 Tax Collect (C) |
| Total for check: 50952           |                               |              |                    | 1,535,701.43           |                    |                           |
| MENASHA MUNICIPAL COURT, TOWN OF | 50953                         | 8/13/2015    | TOWN OF MENASHA    | 100-0000-201.03-00     | 191.80             | Bond/MPD 15-2341          |
|                                  |                               |              |                    | Total for check: 50953 |                    |                           |
| MENASHA NEENAH MUNICIPAL COURT   | 50954                         | 8/13/2015    | MENASHA NEENAH     | 100-0000-201.03-00     | 324.00             | Bond/MPD 15-000260        |
|                                  |                               |              |                    | Total for check: 50954 |                    |                           |
| MENASHA ROTARY                   | 50955                         | 8/13/2015    | 110                | 100-0801-521.34-03     | 99.00              | Meals                     |
|                                  |                               |              |                    | 100-0801-521.32-01     | 37.00              | Member Dues/Fees          |
|                                  | Total for check: 50955        |              |                    |                        | 136.00             |                           |
| MENASHA UTILITIES                | 50956                         | 8/13/2015    | ST LIGHTS          | 100-1012-541.22-03     | 15,415.08          | July Street Lighting      |
|                                  |                               |              |                    | Total for check: 50956 |                    |                           |
| TOWN OF MENASHA UTILITY DISTRICT | 50957                         | 8/13/2015    | 4204               | 100-0703-553.22-06     | 295.50             | 206 North Street          |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>                  | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i>         | <i>Account Number</i> | <i>Amount</i>   | <i>Description</i>        |
|-------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|---------------------------|
| TOWN OF MENASHA UTILITY DISTRICT... | 50957...            | 8/13/2015         | 4205                          | 100-0703-553.22-06    | 26.25           | Stormwater                |
|                                     |                     |                   | <b>Total for check: 50957</b> |                       | <b>321.75</b>   |                           |
| MILHEISER, DALE                     | 50958               | 8/13/2015         | MILHEISER DALE                | 100-0000-441.13-00    | 35.00           | Cart Exchange             |
|                                     |                     |                   | <b>Total for check: 50958</b> |                       | <b>35.00</b>    |                           |
| MINNESOTA LIFE INSURANCE COMPANY    | 50959               | 8/13/2015         | POLICY 002832L                | 100-0000-204.07-00    | 3,044.09        | September Life Insurance  |
|                                     |                     |                   | <b>Total for check: 50959</b> |                       | <b>3,044.09</b> |                           |
| MORTON SAFETY                       | 50960               | 8/13/2015         | 158455-00                     | 100-1001-514.30-18    | 40.00           | Mercury Spill Cleanup     |
|                                     |                     | 8/13/2015         | 159065-00                     | 731-1022-541.30-18    | 86.18           | Eyewear/Ear Plug          |
|                                     |                     |                   | <b>Total for check: 50960</b> |                       | <b>126.18</b>   |                           |
| SEE MOUA                            | 50961               | 8/13/2015         | 129015                        | 100-0000-201.15-00    | 19.73           | Farm Fresh Market         |
|                                     |                     |                   | <b>Total for check: 50961</b> |                       | <b>19.73</b>    |                           |
| NETWORK HEALTH SYSTEM INC           | 50962               | 8/13/2015         | 336421                        | 100-0202-512.21-06    | 266.00          | Drug Screens/Pre-emp phys |
|                                     |                     |                   |                               | 100-0601-551.21-06    | 105.00          | Drug Screens/Pre-emp phys |
|                                     |                     |                   | <b>Total for check: 50962</b> |                       | <b>371.00</b>   |                           |
| OSHKOSH FIRE & POLICE EQUIPMENT INC | 50963               | 8/13/2015         | 161677                        | 100-0801-521.29-04    | 2,263.00        | K-9 Replacement           |
|                                     |                     | 8/13/2015         | 161678                        | 100-0801-521.29-04    | 225.40          | Replace Equipment         |
|                                     |                     |                   | <b>Total for check: 50963</b> |                       | <b>2,488.40</b> |                           |
| PBBS EQUIPMENT CORPORATION          | 50964               | 8/13/2015         | 149001                        | 100-0704-552.24-04    | 308.64          | Deliming Tube Kit         |
|                                     |                     |                   | <b>Total for check: 50964</b> |                       | <b>308.64</b>   |                           |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>                 | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i>         | <i>Account Number</i> | <i>Amount</i>   | <i>Description</i>                              |
|------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|---|
| PELION BENEFITS INC                | 50965               | 8/13/2015         | PELION BENEFITS               | 100-0000-202.08-00    | 1,547.03        | Endres Accum Sick Leave Replace Ck 50894 8/6/15 |
|                                    |                     |                   | <b>Total for check: 50965</b> |                       | <b>1,547.03</b> |   |
| REINDERS INC                       | 50966               | 8/13/2015         | 2636341-00                    | 207-0707-552.30-18    | 24.85           | Supplies  |
|                                    |                     |                   | <b>Total for check: 50966</b> |                       | <b>24.85</b>    |   |
| RIVER OF DREAMS INC                | 50967               | 8/13/2015         | 129018                        | 100-0000-201.15-00    | 29.46           | Farm Fresh Market                               |
|                                    |                     |                   | <b>Total for check: 50967</b> |                       | <b>29.46</b>    |   |
| ROLAND MACHINERY EXCHANGE          | 50968               | 8/13/2015         | 41025206                      | 731-1022-541.38-03    | 171.16          | Quarter Flight                                  |
|                                    |                     |                   | <b>Total for check: 50968</b> |                       | <b>171.16</b>   |   |
| ROUTE 41 PIZZA LLC                 | 50969               | 8/13/2015         | 234555                        | 100-0702-552.30-18    | 39.86           | Pizzas  |
|                                    |                     |                   | <b>Total for check: 50969</b> |                       | <b>39.86</b>    |   |
| SAM'S CLUB/SYNCHRONY BANK          | 50970               | 8/13/2015         | SAM'S CLUB                    | 100-0704-552.30-17    | 1,104.25        | Concessions                                     |
|                                    |                     |                   | <b>Total for check: 50970</b> |                       | <b>1,104.25</b> |   |
| SERVICEMASTER BUILDING MAINTENANCE | 50971               | 8/13/2015         | 17050                         | 100-0801-521.20-01    | 50.00           | PD Garage - Janitorial                          |
|                                    |                     | 8/13/2015         | 17063                         | 100-0801-521.20-01    | 1,460.00        | PD - Janitorial                                 |
|                                    |                     |                   | <b>Total for check: 50971</b> |                       | <b>1,510.00</b> |   |
| SHERWIN WILLIAMS CO                | 50972               | 8/13/2015         | 2585-1                        | 100-1008-541.30-18    | 804.00          | Paint   |
|                                    |                     | 8/13/2015         | 8827-7                        | 731-1022-541.24-03    | 268.65          | Paint   |
|                                    |                     | 8/13/2015         | 8828-5                        | 731-1022-541.24-03    | 47.12           | Latex   |
|                                    |                     | 8/13/2015         | 9041-4                        | 731-1022-541.24-03    | 168.61          | Paint   |
|                                    |                     | 8/13/2015         | 9157-8                        | 100-1001-514.24-03    | 42.66           | Paint   |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>             | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i>         | <i>Account Number</i> | <i>Amount</i>                    | <i>Description</i> |
|--------------------------------|---------------------|-------------------|-------------------------------|-----------------------|----------------------------------|--------------------|
| SHERWIN WILLIAMS CO...         | 50972...            | 8/13/2015         | 9427-5                        | 731-1022-541.24-03    | 163.35 Paint                     |                    |
|                                |                     |                   | <b>Total for check: 50972</b> |                       | <b>1,494.39</b>                  |                    |
| SHOPKO STORES OPERATING CO LLC | 50973               | 8/13/2015         | 3339                          | 100-0704-552.30-10    | 17.97 Totes                      |                    |
|                                |                     | 8/13/2015         | 90000014390018                | 100-0704-552.30-10    | 81.86 Supplies                   |                    |
|                                |                     | 8/13/2015         | 9205                          | 100-0704-552.30-10    | 33.94 Water & Facial Tissue      |                    |
|                                |                     | 8/13/2015         | 9983                          | 100-0704-552.30-10    | 36.95 Supplies                   |                    |
|                                |                     |                   | <b>Total for check: 50973</b> |                       | <b>170.72</b>                    |                    |
| SILVER MOON SPRINGS            | 50974               | 8/13/2015         | 129014                        | 100-0000-201.15-00    | 24.55 Farm Fresh Market          |                    |
|                                |                     |                   | <b>Total for check: 50974</b> |                       | <b>24.55</b>                     |                    |
| SKID & PALLET                  | 50975               | 8/13/2015         | 7058                          | 100-0703-553.30-18    | 675.00 Mulch                     |                    |
|                                |                     | 8/13/2015         | 7123                          | 100-0703-553.30-18    | 60.00 Playground Chips @ Smith   |                    |
|                                |                     |                   | <b>Total for check: 50975</b> |                       | <b>735.00</b>                    |                    |
| SMT MANUFACTURING & SUPPLY     | 50976               | 8/13/2015         | 0034902-IN                    | 731-1022-541.38-03    | 70.95 Coupling                   |                    |
|                                |                     | 8/13/2015         | 0034919-IN                    | 731-1022-541.38-03    | 10.73 Bronze/Oilite              |                    |
|                                |                     | 8/13/2015         | 0034945-IN                    | 731-1022-541.38-03    | 64.32 Coupling/Chain             |                    |
|                                |                     | 8/13/2015         | 0034958-IN                    | 731-1022-541.38-03    | 42.21 Bearing                    |                    |
|                                |                     |                   | <b>Total for check: 50976</b> |                       | <b>188.21</b>                    |                    |
| TASTY TREATS AND EATS          | 50977               | 8/13/2015         | 129017                        | 100-0000-201.15-00    | 9.82 Farm Fresh Market           |                    |
|                                |                     |                   | <b>Total for check: 50977</b> |                       | <b>9.82</b>                      |                    |
| UNIFIRST CORPORATION           | 50978               | 8/13/2015         | 097 0192260                   | 731-1022-541.20-01    | 108.75 Lab Coat/Shirts/Coveralls |                    |
|                                |                     |                   | <b>Total for check: 50978</b> |                       | <b>108.75</b>                    |                    |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

| <i>Vendor Name</i>        | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i>         | <i>Account Number</i> | <i>Amount</i> | <i>Description</i>   |
|---------------------------|---------------------|-------------------|-------------------------------|-----------------------|---------------|----------------------|
| UNIFORM SHOPPE            | 50979               | 8/13/2015         | 245554                        | 100-0801-521.19-03    | 282.35        | Uniforms             |
|                           |                     |                   | <b>Total for check: 50979</b> |                       | <b>282.35</b> |                      |
| US CELLULAR               | 50980               | 8/13/2015         | 0093767826                    | 100-0201-512.22-01    | 36.84         | Captain              |
|                           |                     |                   |                               | 100-1019-552.22-01    | 27.75         | Racine Street Bridge |
|                           |                     |                   |                               | 100-1019-552.22-01    | 2.90          | Tayco Street Bridge  |
|                           |                     |                   |                               | 601-1020-543.22-01    | 0.50          | Confined Space       |
|                           |                     |                   |                               | 100-0801-521.22-01    | 71.84         | PD                   |
|                           |                     |                   |                               | 100-0904-531.22-01    | 70.10         | Drew                 |
|                           |                     |                   |                               | 100-1002-541.22-01    | 17.65         | Eng                  |
|                           |                     |                   |                               | 100-0702-552.22-01    | 57.79         | Tungate              |
|                           |                     |                   |                               | 100-0703-553.22-01    | 85.40         | Parks                |
|                           |                     |                   |                               | 731-1022-541.22-01    | 62.48         | Nieland              |
|                           |                     |                   |                               | 100-1008-541.22-01    | 5.75          | Bursack              |
|                           |                     |                   |                               | 601-1020-543.22-01    | 0.50          | Sewer Truck          |
|                           |                     |                   | <b>Total for check: 50980</b> |                       | <b>439.50</b> |                      |
| LUE VUE                   | 50981               | 8/13/2015         | 129012                        | 100-0000-201.15-00    | 9.82          | Farm Fresh Market    |
|                           |                     | 8/13/2015         | 129013                        | 100-0000-201.15-00    | 14.91         | Farm Fresh Market    |
|                           |                     | 8/13/2015         | 129020                        | 100-0000-201.15-00    | 9.82          | Farm Fresh Market    |
|                           |                     |                   | <b>Total for check: 50981</b> |                       | <b>34.55</b>  |                      |
| WALMART COMMUNITY/GEGRB   | 50982               | 8/13/2015         | WALMART COMMUNI               | 100-0702-552.30-18    | 197.66        | Supplies             |
|                           |                     |                   | <b>Total for check: 50982</b> |                       | <b>197.66</b> |                      |
| WAVERLY SANITARY DISTRICT | 50983               | 8/13/2015         | WAVERLY                       | 100-0703-553.22-05    | 60.91         | 2170 Plank Road      |
|                           |                     |                   | <b>Total for check: 50983</b> |                       | <b>60.91</b>  |                      |

# AP Check Register

## Check Date: 8/13/2015

Date: 8/13/2015

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|----------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-------------------|---------------------------------|
| WAVERLY SANITARY DISTRICT        | 50984               | 8/13/2015         | WAVERLY SANITAR               | 100-0000-203.07-00    | 7,113.76          | 2014-2015 Tax Collection        |
|                                  |                     |                   | <b>Total for check: 50984</b> |                       | <b>7,113.76</b>   |                                 |
| WCA GROUP HEALTH TRUST           | 50985               | 8/13/2015         | 0242002                       | 100-0000-204.08-00    | 129,392.00        | Employees                       |
|                                  |                     |                   |                               | 100-0000-204.11-00    | 4,154.00          | Bank Sick Retirees              |
|                                  |                     |                   | <b>Total for check: 50985</b> |                       | <b>133,546.00</b> |                                 |
| WE ENERGIES                      | 50986               | 8/13/2015         | WE ENERGIES                   | 100-1008-541.22-04    | 9.90              | PWF                             |
|                                  |                     |                   |                               | 100-0703-553.22-03    | 38.71             | Conservancy                     |
|                                  |                     |                   | <b>Total for check: 50986</b> |                       | <b>48.61</b>      |                                 |
| WIL-KIL PEST CONTROL             | 50987               | 8/13/2015         | 2673671                       | 100-0704-552.20-07    | 85.00             | Jefferson Pool                  |
|                                  |                     | 8/13/2015         | 2713617                       | 731-1022-541.20-07    | 66.50             | Commercial Contract             |
|                                  |                     | 8/13/2015         | 2717384                       | 100-0703-553.20-07    | 30.00             | Koslo Park                      |
|                                  |                     |                   | <b>Total for check: 50987</b> |                       | <b>181.50</b>     |                                 |
| WINNEBAGO COUNTY CLERK OF COURTS | 50988               | 8/13/2015         | WINNEBAGO COUNT               | 100-0000-201.03-00    | 650.00            | Bond/MPD 15-2428                |
|                                  |                     |                   |                               | 100-0000-201.03-00    | 185.00            | Bond/MPD 15-2503                |
|                                  |                     |                   | <b>Total for check: 50988</b> |                       | <b>835.00</b>     |                                 |
| WINNEBAGO COUNTY TREASURER       | 50989               | 8/13/2015         | WINNEBAGO COUNT               | 100-0000-203.02-00    | 729,614.17        | 2014-2015 Tax Collection County |
|                                  |                     |                   |                               | 100-0000-203.08-00    | 24,171.08         | 2014-2015 Tax Collection State  |
|                                  |                     |                   | <b>Total for check: 50989</b> |                       | <b>753,785.25</b> |                                 |
| WISCONSIN DEPT OF JUSTICE        | 50990               | 8/13/2015         | G3228                         | 100-0202-512.21-06    | 7.00              | Background Checks               |
|                                  |                     |                   |                               | 100-0601-551.21-06    | 7.00              | Background Checks               |
|                                  |                     |                   | <b>Total for check: 50990</b> |                       | <b>14.00</b>      |                                 |

**AP Check Register**  
**Check Date: 8/13/2015**

Date: 8/13/2015

| <i>Vendor Name</i>     | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i>       | <i>Description</i>        |
|------------------------|---------------------|-------------------|-----------------------|-----------------------|---------------------|---------------------------|
| WKZG-FM                | 50991               | 8/13/2015         | IN-11507135337        | 100-0000-201.15-00    | 150.00              | July Farm Market Announce |
| Total for check: 50991 |                     |                   |                       |                       | <u>150.00</u>       |                           |
|                        |                     |                   |                       |                       | <u>2,781,032.18</u> |                           |



To: Menasha Common Council  
From: Jenny Groeschel and Ginger Tralongo, Police Records  
RE: Beverage Operator License (Bartender) Applicants  
Date: August 12, 2015

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the 2015-2017 licensing period:

Patricia Letourneau  
Barbara Lemke  
Steven Hartman  
Joey Bichel  
Megan Young  
Allixandra Lappen

cc: chief via email

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) STRIKE ONE

1 The Offer to Purchase dated 7/27/15 and signed by Buyer, CITY OF MENASHA  
2 for purchase of real estate at 320 CHUTE STREET is  
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to  
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other  
5 counter-offer unless incorporated by reference.]

6 ① PARAGRAPH 1 ON LINE 6 OF SELLER'S COUNTER OFFER  
7 #1 IS REJECTED. THE PURCHASE PRICE SHALL  
8 BE TWO HUNDRED AND FORTY THOUSAND DOLLARS  
9 \$240,000.00.

10  
11 ② PARAGRAPHS 5 & 6 ON LINES 16-22 OF SELLER'S  
12 COUNTER OFFER #1 IS REJECTED.  
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.  
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making  
34 the Counter-Offer on or before \_\_\_\_\_ (Time is of the Essence).  
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**  
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by GREG KEIL on 7/31/15  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 Signature of Party Making Counter-Offer ▲ Date ▲

42  
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

44  
45 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

46 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_

49 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

50 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.  
51 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the  
52 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly  
53 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**

54 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

Phone:

Fax:

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**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 07/27/2015 and signed by Buyer Greg Keil  
2 for purchase of real estate at 320 Chute Street - partial (see Exhibit A)  
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the  
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in  
5 any other Counter-Offer unless incorporated by reference.]

- 6 (1) The purchase price shall be \$360,000  
7 (2) This Offer is subject to the approval by the Menasha Common Council  
8 (3) This Offer is subject to the buyer granting a cross-easement agreement between the  
9 proposed parcel A and B on Exhibit A  
10 (4) This Offer is subject to the buyer presenting to the seller an acceptable CSM showing  
11 all property boundaries and easements for any utilities to the existing restaurant that  
12 may cross the purchased property. In the event any utilities shall become unusable for  
13 any reason the seller shall be allowed to access the sold parcel for maintenance to  
14 restore usability of the utility in question. The utilities in question are shown on  
15 lines 340, 341 and 342 of the Offer to Purchase.  
16 (5) Buyer shall be responsible for snow removal for both parcels A and B and allow the  
17 sellers use of both parcels at any time other than the 7:00 a.m. to 5:00 p.m. Monday  
18 through Friday time period and shall be in effect for a minimum of 25 years. Seller will  
19 have its attorney draft an agreement to be signed by both parties regarding the parking  
20 agreement prior to closing.  
21 (6) Seller is aware the City may lease the purchased parcel to another entity, however,  
22 the terms of Number 5 above, must be adhered to.  
23 (7) Upon acceptance of this Offer to Purchase the City may use the 72 parking stalls until  
24 the closing on or before August 31, 2015.  
25 (8) Seller shall have 30 days to gain approval from its lenders to split and sell the  
26 parcel according to this agreement.  
27  
28  
29

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before July 29, 2015 5:00 p.m. (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.  
35 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as  
36 provided at lines 31-34.

37 This Counter-Offer was drafted by Gary Laevendecker, Commercial Associates on 07/28/2015  
38 Licensee and Firm ▲ Date ▲  
39 07/28/2015 Richard Batley  
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲  
41 Print name ▶ Robert Dove Date ▲ Print name ▶ Richard Batley Date ▲

42  
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲  
44 Print name ▶ Greg Keil Date ▲ Print name ▶ Date ▲

45 This Counter-Offer was presented by Gary Laevendecker Commercial Associates on 07/28/2015  
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
48 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or  
49 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer  
50 by specifying the number of the provision or the lines containing the provision. In transactions involving more than  
51 one Counter-Offer, the Counter-Offer referred to should be clearly specified.  
52 NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

## WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 7/27/15 and signed by Buyer, CITY OF MENASHA,  
2 for purchase of real estate at 320 CHUTE STREET is  
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to  
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other  
5 counter-offer unless incorporated by reference.]  
6 ① PARAGRAPH 1 ON LINE 6 OF SELLERS COUNTER OFFER #2  
7 IS REJECTED - THE PURCHASE PRICE SHALL BE TWO  
8 HUNDRED SEVENTY SIX THOUSAND DOLLARS (\$276,000.00)  
9  
10 ② PARAGRAPH 2 ON LINES 8-11 IS REJECTED.  
11  
12 ③ PARAGRAPHS 3, 4, 5, 6 + 7 ON LINES 12-24 ARE ACCEPTED.

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.  
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making  
34 the Counter-Offer on or before JUNE 6, 2015 (Time is of the Essence).  
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**  
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by GREG KEIL on 7/31/15  
 39 [Signature] Licensee and Firm ▲ Date ▲  
 40 7/31/15  
 41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 \_\_\_\_\_  
 43 Signature of Party Accepting Counter-Offer      Date

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.  
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the  
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly  
50 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**  
51 **ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**

Phone:

Fax:

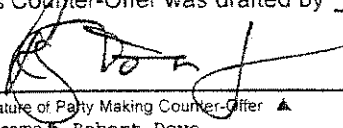
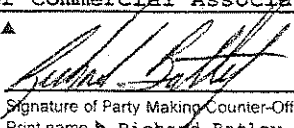
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**WB-44 COUNTER-OFFER**

Counter-Offer No. 2 by (Buyer/Seller) STRIKE ONE

1 The Offer to Purchase dated 07/27/2015 and signed by Buyer City of Menasha - Greg Keil  
2 for purchase of real estate at 320 Chute St. (partial-Exhibit A),  
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the  
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in  
5 any other Counter-Offer unless incorporated by reference.]  
6 (1) Paragraph 1 on Line 6 of Buyer's Counter-Offer #1 is rejected. Purchase price shall  
7 be \$306,000.  
8 (2) Paragraphs 5 on Lines 16 to 20 shall read: Seller's attorney will draft an acceptable  
9 agreement between both parties with respect to the seller's use of the purchased property  
10 for the term of a minimum of 25 years. If this agreement cannot be reached, this Offer  
11 shall become null and void.  
12 (3) This Offer is subject to the approval by the Menasha Common Council.  
13 (4) This Offer is subject to the buyer granting a cross easement agreement between  
14 proposed parcel A and B on original Offer - Exhibit A.  
15 (5) This Offer is subject to the buyer presenting to the seller an acceptable CSM showing  
16 all property boundaries and easements for any utilities to the existing restaurant that  
17 may cross the purchased property. In the event any utilities shall become unusable for  
18 any reason, the seller shall be allowed to access the sold parcel for maintenance to  
19 restore unusability of the utility in question. The utilities in question are shown on  
20 Lines 340, 341, and 342 of the Offer to Purchase.  
21 (6) Upon acceptance of this Offer to Purchase the City may use the 72 parking stalls until  
22 the closing on or before August 31, 2015.  
23 (7) Seller shall have 30 days to gain approval from its lenders to split and sell the  
24 parcel according to this agreement.

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before August 3, 2015 5:00 p.m. (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.  
35 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as  
36 provided at lines 31-34.

37 This Counter-Offer was drafted by Gary Laeyendecker Commercial Associates on 07/31/2015  
38 \_\_\_\_\_  
39  7/31/15  7.31.15  
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲  
41 Print name ▶ Robert Dove Print name ▶ Richard Batley

42  
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
44 Print name ▶ Print name ▶

45 This Counter-Offer was presented by Gary Laeyendecker Commercial Associates on 07/31/2015  
46 \_\_\_\_\_  
47 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
48 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or  
49 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer  
50 by specifying the number of the provision or the lines containing the provision. In transactions involving more than  
51 one Counter-Offer, the Counter-Offer referred to should be clearly specified.  
52 NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

MD

RB

**WB-44 COUNTER-OFFER**

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 07/22/2015 and signed by Buyer City of Menasha  
2 for purchase of real estate at 27 320 Chute St. (partial-Exhibit A),  
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the  
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in  
5 any other Counter-Offer unless incorporated by reference.]  
6 (1) Line 6 of Buyer's Counter-Offer #2 shall read - purchase price of \$300,000.  
7 (2) Paragraphs 3, 4, 5, 6, and 7 on lines 12 - 24 are accepted.  
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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before August 12, 2015 (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.  
35 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as  
36 provided at lines 31-34.

37 This Counter-Offer was drafted by Gary Laeyendecker Commercial Associates on 08/10/2015  
38 Licensee and Firm ▲ Date ▲  
39 08/10/2015 08/10/2015  
40 Signature of Party Making Counter-Offer ▲ Signature of Party Making Counter-Offer ▲  
41 Print name ▶ Robert Dove Print name ▶ Richard Matley

42  
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲  
44 Print name ▶ Print name ▶ Date ▲

45 This Counter-Offer was presented by Gary Laeyendecker Commercial Associates on 08/10/2015  
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) (Party's Initials)

48 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or  
49 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer  
50 by specifying the number of the provision or the lines containing the provision. In transactions involving more than  
51 one Counter-Offer, the Counter-Offer referred to should be clearly specified.  
52 NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON JULY 27, 2015 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER) **[STRIKE THOSE NOT APPLICABLE]**  
3 **GENERAL PROVISIONS** The Buyer, CITY OF MENASHA  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 320 Chute St. (partial-Exhibit A, Parcel A)  
6 in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Menasha \_\_\_\_\_, County of \_\_\_\_\_ Winnebago \_\_\_\_\_, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:  
8 ■ **PURCHASE PRICE:** ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED  
9 \_\_\_\_\_ Dollars (\$ 192,600.00 ).  
10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.  
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** Existing building and remaining parking stalls  
19 \_\_\_\_\_  
20 **CAUTION:** Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented  
21 and will continue to be owned by the lessor.  
22 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are  
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.  
24 ■ **ZONING:** Seller represents that the Property is zoned: C-2 CENTRAL BUSINESS DISTRICT  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.  
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
28 running from acceptance provide adequate time for both binding acceptance and performance.  
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before AUGUST 20, 2015. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.  
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.  
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.  
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.  
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.  
40 Seller's recipient for delivery (optional): \_\_\_\_\_  
41 Buyer's recipient for delivery (optional): \_\_\_\_\_  
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_  
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.  
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.  
49 Delivery address for Seller: \_\_\_\_\_  
50 Delivery address for Buyer: \_\_\_\_\_  
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
55 E-Mail address for Seller (optional): glayevendecker@gmail.com  
56 E-Mail address for Buyer (optional): gkeik@ci.menasha.wi.us  
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and \_\_\_\_\_

68  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than August 31, 2015  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and \_\_\_\_\_

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

78 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
86 **substantially different than the amount used for proration especially in transactions involving new construction,**  
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**  
88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **N/A GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111 **N/A MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and  
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190 ☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$\_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$\_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**  
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**  
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
215 **unacceptability.**

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
217 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ☒ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
244 deadlines provide adequate time for performance.

**DEFINITIONS CONTINUED FROM PAGE 3**

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
293 docks/piers on permanent foundations.
- 294 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 296 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,  
297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: PUBLIC PARKING

307

308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☒ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)

315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned C-2 CENTRAL

316 BUSINESS DISTRICT and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **[N/A] SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321 **[N/A] PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK]**

327 **[ALL THAT APPLY]**: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;  
328 ☐ other: \_\_\_\_\_

329 ☒ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE]**  
330 **[ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **[N/A] APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337  
338 ☒ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]**: ☒ electricity \_\_\_\_\_;

341 ☒ gas \_\_\_\_\_; ☒ sewer \_\_\_\_\_; ☒ water \_\_\_\_\_;

342 ☒ telephone \_\_\_\_\_; ☒ cable \_\_\_\_\_; ☐ other \_\_\_\_\_;

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346 **[N/A] LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if  
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐  
348 occupancy permit; ☐ other \_\_\_\_\_ **[CHECK ALL THAT APPLY]**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within 15 days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of 0.49 acres, maximum of 0.51 acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: correct dimensions of the split property and all easements and utility locations

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
 367 rounding, formulas used or other reasons, unless verified by survey or other means.  
 368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage  
 369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the  
 375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special  
 376 disbursement agreement.

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) ~~earnest money payment(s)~~; (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except:

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and NO OTHER

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **■ PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 **■ TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **■ SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special  
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are  
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)  
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all  
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact  
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the  
 467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
 471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or  
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of  
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,  
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in  
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**  
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported  
 502 to the Wisconsin Department of Natural Resources.

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
 506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
 512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
 521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached \_\_\_\_\_ Exhibit, A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 THIS OFFER IS SUBJECT TO APPROVAL BY THE MENASHA COMMON COUNCIL.  
 528 A CROSS ACCESS EASEMENT SHALL BE CREATED BETWEEN PARCELS  
 529 A AND B.

530 IT IS CONTEMPLATED THAT THE PARKING STALLS WITHIN  
 531 PARCEL A WILL BE LEASED BY THE CITY TO ANOTHER ENTITY.  
 532 IT IS EXPECTED THAT THE PARKING LOT WILL BE OPERATED  
 533 AS OTHER CITY OWNED PARKING LOTS DURING HOURS OTHER  
 534 THAN THOSE SPECIFIED IN THE LEASE

535 This Offer was drafted by [Licensee and Firm] GREG KEIL

536 \_\_\_\_\_ on JULY 27, 2015

537 (x) [Signature] GREG KEIL  
 538 Buyer's Signature ▲ Print Name Here ▶

7/27/15  
 Date ▲

539 (x) \_\_\_\_\_  
 540 Buyer's Signature ▲ Print Name Here ▶

\_\_\_\_\_  
 Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (By) \_\_\_\_\_

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) \_\_\_\_\_  
 547 Seller's Signature ▲ Print Name Here ▶

\_\_\_\_\_  
 Date ▲

548 (x) \_\_\_\_\_  
 549 Seller's Signature ▲ Print Name Here ▶

\_\_\_\_\_  
 Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 \_\_\_\_\_ Seller Initials ▲ Date ▲

\_\_\_\_\_  
 Seller Initials ▲ Date ▲

EXHIBIT

A

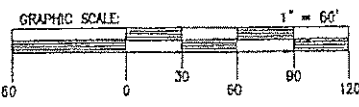
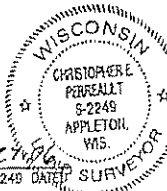
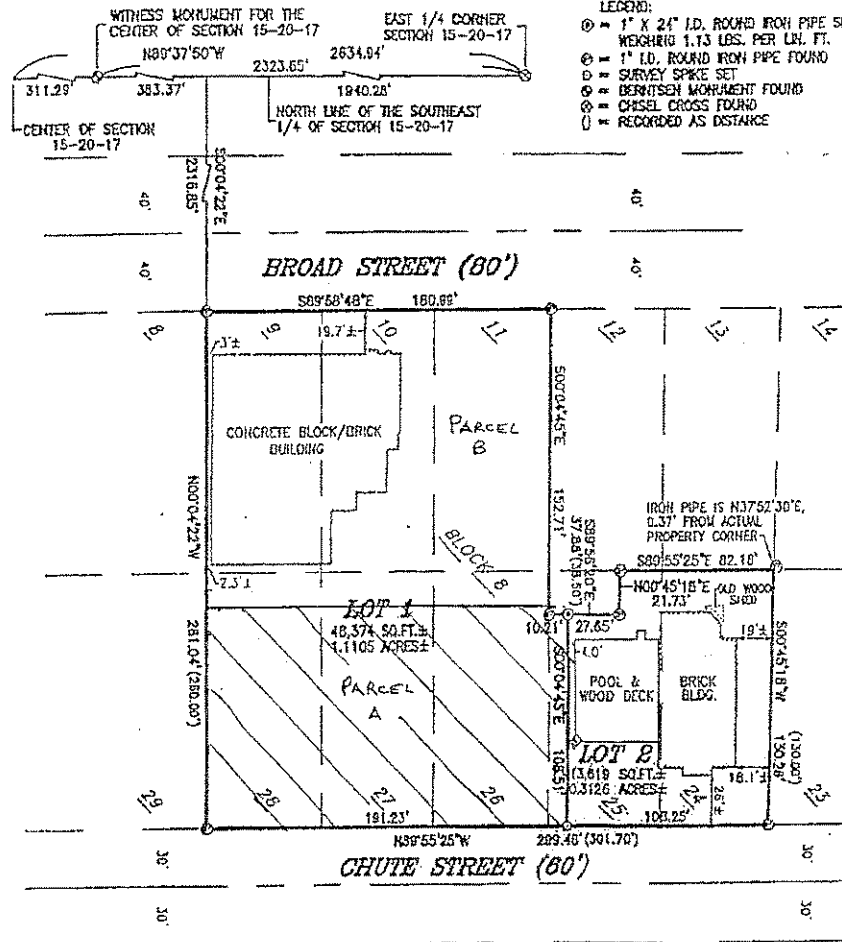
APPROVED

CERTIFIED SURVEY MAP NO.

MAY 2-3-2006

BEING ALL OF LOTS 9, 10, 11, 24, 26, 27 AND 28 AND PART OF LOT 25, ALL IN BLOCK 8 IN THE PLAT OF THE TOWN OF MENASHA TWO ADDITIONS, SECOND WARD, PER THE ASSESSOR'S MAP OF THE CITY OF MENASHA, LOCATED IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.

By: Plan Commission  
CITY OF MENASHA



CHRISTOPHER E. PERREAULT, RLS-2249 DATED SURVEYOR  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNDALE DR., P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920) 731-4168  
AS97.80-06 (cp-bw) 4-26-06  
DRAFTED BY: DGV

SHEET 1 OF 3 SHEETS

NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, WHICH IS ASSUMED TO BEAR N89°37'50"W.

EXHIBIT

A

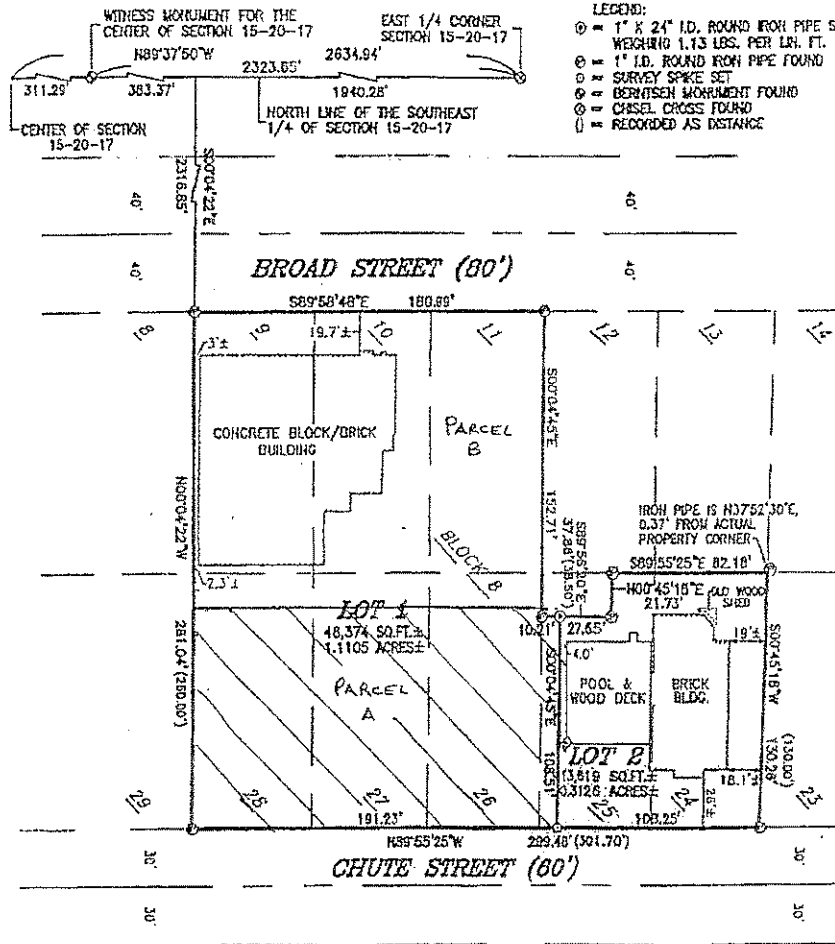
APPROVED

CERTIFIED SURVEY MAP NO.

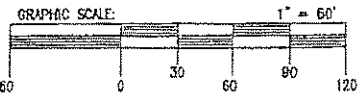
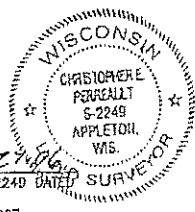
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By: Plan Commission  
CITY OF MENASHA



- LEGEND:
- ⊙ = 1" X 24" I.D. ROUND IRON PIPE SET, WEIGHING 1.13 LBS. PER LIN. FT.
  - ⊖ = 1" I.D. ROUND IRON PIPE FOUND
  - ⊙ = SURVEY SPIKE SET
  - ⊖ = BERTHSEN MONUMENT FOUND
  - ⊙ = CHISEL CROSS FOUND
  - = RECORDED AS DISTANCE



CHRISTOPHER E. PERREAULT, RLS-2249 DATED  
CARON LAND SURVEYING CO., INC.  
615 N. LYNDALE DR., P.O. BOX 1207  
APPLETON, WISCONSIN 54912-1207  
PHONE: (920)731-4168  
AS97.80-06 (cp-bw) 4-26-06  
DRAFTED BY: CBY

NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, WHICH IS ASSUMED TO BEAR N89°37'50"W.

SHEET 1 OF 3 SHEETS



# Neenah-Menasha Fire Rescue

## MEMORANDUM

**To: Chief Al Auxier, Mayor Merkes Mayor Kaufert & Council Members**

**From: Amos Mikkelson, Chairman of NMFR Truck Committee**

**Date: August 7, 2015**

**RE: Front Line Vehicle Replacement Schedule**

I have provided two spreadsheets. The first one, "2015 Rotation Cycle STL" lays out the NMFR Truck Committee's replacement schedule going forward. The objectives that the committee is accomplishing with this plan include the following:

1. An average of 20 year total life cycle for Fire Apparatus. The goal is 15 years of front line response, 5 years in reserve status. Our experience is that our reserve apparatus, which could fill in for any of the 5 front line trucks, need to be mechanically capable of almost daily use even in the final 5 years of its life cycle at NMFR.
2. NMFR currently keeps 6 apparatus, 5 staffed front line vehicles (4 engines, 1 quint/ladder truck) and 1 reserve vehicle, known as a Pumper (which might be either a former engine or former quint/ladder truck). Maintaining a 20 year life cycle means that purchasing a truck every 4 years may not be possible. This schedule looks to begin to space out trucks that previously were purchased in subsequent years (prior to the merger of Neenah & Menasha Fire Departments). Long term, spacing out larger apparatus purchases at least 3 years is possible.
3. Selling NMFR Fire Apparatus while there is still some demand in the market for them. We know, from our experience, that apparatus that are approximately 20 years old can still provide some trade in or resale value, versus being worth very little just a few years later. Smaller departments, with lower run volumes, seek out trucks that are about 20 years old, so Neenah & Menasha can get a residual return on a truck that may not be able to handle the day to day use of a department our size and with our run volume.
4. Finally, not allowing our trucks to be in service beyond 20 years helps ensure their reliability to the citizens of Neenah & Menasha and ensures a safe response for NMFR firefighters. NMFR, in an attempt to get the most use out of fire apparatus, has spent significant amounts of money repairing major components of our trucks, only to have another component fail in short order. The 15 years of front line service with 5 years as a reserve will help us avoid unexpected, costly, major repairs.

The second spreadsheet, “2015 Front Line Only” give more detail as to where these apparatus are located and compares the truck committees plan from 2008 to where we ended up due to the poor economic conditions that occurred. The last two columns represent the current replacement plan as put forth by the NMFR Truck Committee.

2015 NMFR Vehicle Cycle Rotation

| Vehicle (Year Purchased)                                | Remove from Front Line / Purchase Year | Remove from Reserve | Years of Front Line Service | Years in Reserve | Total years of Service | Approximate Replacement Cost (in year it moves to reserve) |
|---|--|---------------------|-----------------------------|------------------|------------------------|--|
| Pumper 35, (1991) <i>Currently Removed from Service</i> | 2005                                   | 2015                | 14                          | 10               | 24                     |  |
| Engine 35 (1997)  | 2015                                   | 2017                | 18                          | 2                | 20                     | \$407,000.00   |
| Engine 36 (1998)  | 2017                                   | 2020                | 19                          | 3                | 21                     | \$504,000.00   |
| Engine 31 (2005)  | 2120                                   | 2024                | 15                          | 4                | 19                     | \$567,000.00   |
| Engine 32 (2008)  | 2024                                   | 2029                | 16                          | 4                | 20                     | \$750,000.00   |
| Quint 32 (2014)   | 2029                                   | 2034                | 15                          | 5                | 20                     | \$1,513,000.00   |

| 2015 NMFR Front Line Equipment Flow Chart |                              |  |                                       |   |   |                         |
|---|------------------------------|--|---------------------------------------|---|---|-------------------------|
| We Call It                                | Brief Description of Vehicle | Primary Response Zone  | Where is it now?                      | 2008 CIP Replacement recommendation   | 2015 CIP Replacement Recommendation               | When Should it be sold? |
| Pumper 35                                 | 1991 Pierce Arrow            | Fills in when any engine or Quint is out of service due to maintenance or repair. Staffed during emergency calls when additional resources are needed. | Out of service at Station 35          | Sell in 2012 and purchase a new engine and move current E35 to reserve status.  | Sell in 2015.                                     | 2015                    |
| Engine 35                                 | 1997 Pierce Saber            | South: Nicolet Blvd. North: 9th St., 7th St.   | 430 First St., City of Menasha        | 2012: Move to reserve status and purchase a new Engine.   | 2015: Move to reserve, purchase new Engine.       | 2017                    |
| Engine 36                                 | 1998 Pierce Quantum          | South: 9th St., 7th St. North: Valley Rd., East: Lake Park Rd.   | 1911 Manitowoc Rd., City of Menasha   | 2013: Move to reserve, purchase new engine for E36 and sell current reserve vehicle.  | 2017: Move to reserve, purchase new engine.       | 2020                    |
| Engine 31                                 | 2005 Pierce Quantum          | South: Freedom Ct. North: Cecil St., Byrd Ave., Peckham Rd., Yorkshire Rd.   | 1080 Breezewood Ln., City of Neenah   | 2020: Move to reserve, purchase new Engine  | 2020: Move to reserve, purchase new Engine        | 2024                    |
| Engine 32                                 | 2008 Pierce Rescue Pumper    | South: Cecil St., Byrd Ave., Peckham Rd., Yorkshire Rd. North: Nicolet Blvd.   | 125 E. Columbian Ave., City of Neenah | Sell old engine and replace in 2008. This is what was done.   | 2024: Move to reserve, purchase new Rescue Pumper | 2029                    |
| Command 32                                | 2014 Ford F250               | All of Neenah and Menasha  | 125 E. Columbian Ave., City of Neenah | We replaced this in 2014 and downgraded previous "Command 32" to "Inspector 2"  | 2023: Move to Inspector 1, purchase new Command   | 2032                    |
| Quint 32                                  | 2014 Pierce Dash 105' Quint  | All of Neenah and Menasha  | 125 E. Columbian Ave., City of Neenah | The old vehicle was to move to reserve status in 2011 and purchase a new Quint. In 2012, replacement was pushed back to 2015. Was kept as a front line vehicle until replacement in 2014. | 2029: Move to reserve, purchase new Quint.        | 2034                    |



## **Memorandum**

**TO:** Mayor Dean Kaufert  
Mayor Don Merkes  
Neenah Common Council Members  
Menasha Common Council Members

**FROM:** Al Auxier, Chief

**DATE:** July 28, 2015

**RE:** Pumper 35, NMFR's Reserve Engine, Update

In my July 15, 2015 memo, I informed you of the problem that we have with Pumper 35, which is our only reserve engine. Staff has been researching the option to make the repairs or if it is better to replace Pumper 35. Here is an update of where we are at.

It is imperative that we move forward, as soon as possible, to solve the problem of making sure we have an adequate number of vehicles to properly provide emergency services to the Cities of Neenah and Menasha. First let me explain the vehicle status and operations of our Department.

Pumper 35 is our only reserve engine and it is put into service when one of our front line vehicles needs repairs or has routine service performed by our mechanics. It is also staffed, and placed into service, when there is a significant incident and we need an additional crew at the scene or if the front line units are tied up at a significant incident, for a long period of time, this engine will respond to other calls that continue to come in while the front line engines are tied up.

We have four frontline engines and one of these are located at each of our four stations. Our Quint (aerial truck) is located at Station 32 and responds to all major incidents in both Cities. When there is a major incident four vehicles (three front line engines and our Quint) will respond which leaves three of our stations four stations unable to respond in their districts to any additional calls. The fourth station is left to cover all additional calls, in both Cities, until additional off duty members are called in and staff our reserve engine. Once this is staffed, we have two engines to cover emergencies in both Cities.

As I mentioned in my July 15<sup>th</sup> memo, the cost for repairing would start at approximately \$15,000 - \$25,000 and could go up substantially if they find more issues when they start the repairs. Staff looked at making the repairing as a solution but one additional information was

obtained on the possible financial impact, age of this truck and possibility of more repairs it has been recommend we do not go this route. In talking with Leslie Niles, from F.A.E., Brindlee Mountain, a used fire truck firm, said that if the vehicle was in good working order they would estimate its value at around \$25,000. Pumper 35 is a 1991 Engine and it is strongly recommended fire vehicles of this age are taken out of service.

The Truck Committee look at the specifications of new and demo vehicles to replace this truck from Pierce Manufacturing, Seagraves and Marion Truck. Pricing on a new, or demo model, range from \$340,000 - \$505,000 and covered a broad range of models. Rather than include all the specifications, and drawings, I am including a spreadsheet of specifications we have received at this time. I am also going to elaborate on we received on pricing.

1. Pierce 2015 Enforcer side mount pumper, which is coming off line mid-August and cost would be \$410,000. This vehicle would have a full warranty.
2. Pierce 2014 Saber SLT PUC pumper, which came off line last June, and has about 7,000 miles on it. Cost would be \$355,000. This vehicle would have a full bumper to bumper warranty from Pierce but only remaining years on vendor equipment.
3. Pierce 2014 Dash CF PUC pumper, which came off line last September and has about 3,000 miles on it. Cost would be \$505,000. This vehicle would have a full bumper to bumper warranty from Pierce but only remaining years on vendor equipment.
4. Pierce 2015 Enforcer PUC pumper, which is coming off line this week. Cost is \$472,000.
5. Pierce 2015 Saber PUC pumper (2010 chassis) due to come off line in mid-August. Cost would be \$381,000. This vehicle would have a full warranty.
6. Pierce 2015 Saber PUC pumper (new FR chassis) due to come off line in mid-October. Cost would be \$387,000. This vehicle would have a full warranty.
7. Marion 2015 Gladiator pumper which would take 6 months to manufacture. Cost would be \$480,000. This vehicle would have a full warranty.
8. Marion 2015 Metro Star-X pumper which would take 6 months to manufacture. Cost would be \$340,000. The price is based on a model they built for New London Fire Department. This vehicle would have a full warranty.
9. Seagraves 2015 Marauder II stainless steel cab pumper which would take 210 days to manufacture. Cost would be \$480,000. Seagraves does not have any demo models and produces trucks when ordered. This vehicle would have a full warranty.
10. Smeal 2015 Metro-Star pumper, new demo to come off line in September. Cost would be \$417,000. This vehicle would have a full warranty.

An additional \$20,000 would be needed to cover cost of installing customer provided two way radio, graphics and lettering, adding hard suction troughs in hatch with rear door, adding cold climate package, adding EMS cabinet and adding Husky 3 foam system with 4 discharges.

A large number of the vehicles listed are from Pierce only because they are large enough to produce stock vehicles on a regular basis whereas Marion and Seagraves usually manufacture as vehicles are ordered.

The Truck Committee looked at all of these options, and after careful consideration of our needs, recommends our Joint Finance & Personnel consider item #6, the Pierce 2015 Saber PUC pumper (new FR chassis) due to come off line in mid-October, to replace Pumper 35. The new pumper would actually be placed at Station 35 and would take the place of Engine 35 as Engine 35, the 1997 Pierce Saber, would be the actual vehicle that would take the place of Pumper 35 as a reserve engine in our fleet.

I am requesting consideration, and action, on either moving forward with a recommendation to both Common Councils, or scheduling a special meeting of NMFR's Joint Finance and Personnel Committee meeting to further discuss, and come up with recommendation, to both Common Council's regarding moving forward with either repair or replacement of Pumper 35. At may become necessary to call a Special meeting of the Cities of Neenah and Menasha Common Councils to discuss this as the opportunity to get a replacement vehicle of this caliber and price does not come along very often. I encourage consideration of our Joint Finance & Personnel Committees and both Councils to act on this as soon possible.

If you have any questions, or need to further explanation of anything, please feel free to contact me.

Attachment

## Pumper Specifications Comparison Chart

| Option         | Saber,<br>28138 | Saber<br>28574 | Enforcer<br>28140 | Enforcer<br>28570 | Dash CF<br>27514 | Saber<br>27366  | Marion RP     | Marion<br>NLFD | Seagrave<br>10016 | Smeal<br>4469 |
|----------------|-----------------|----------------|-------------------|-------------------|------------------|-----------------|---------------|----------------|-------------------|---------------|
| Demo or New    | New             | New            | New               | New               | Demo             | Demo            | Demo          | New            | New               | Demo          |
| Available      | Aug 2015        | Oct 2015       | August 2015       | July 2015         | Sept 2014        | June 2014       | Immediately   | ~6 months      | 210 days          | Sept 2015     |
| Chassis        | Saber 2010      | Saber FR       | Enforcer          | Enforcer          | Dash CF          | Saber           | Gladiator     | Metro Star-X   | Marauder          | Metro-Star    |
| Engine         | Cummins         | Cummins        | Cummins           | Cummins           | DDC DD13         | Cummins         | Cummins       | Cummins        |                   | Cummins       |
| Steel/Alumin.  | Aluminum        | Aluminum       | Aluminum          | Aluminum          | Aluminum         | Aluminum        | Aluminum      | Aluminum       | S. S.             | Aluminum      |
| Pump           | 1500            | 1500           | 1500              | 1500              | 1500             | 1500            | 1500          | 1250           |                   | 2000          |
| Pump Manf.     | PUC             | PUC            | Waterous          | PUC               | PUC              | PUC             | Hale          | Hale           |                   | Waterous      |
| Water Tank     | 750             | 750            | 750               | 750               | 750              | 750             | 750           | 1000           |                   | 700           |
| Foam Pump      | Future          | Future         | Future            | Future            | Future           | Future          | Foamlogix     | FoamPro 1600   |                   | FoamPro 1600  |
| Foam Cell      | 30 gal.         | 30 gal.        | 30 gal            | 30 gal            | 30 gal           | 30 gal          | 20 gal        | 20 gal         |                   | 30 gal        |
| Ladder Stor.   | Body            | Body           | Body              | Body              | Body             | Body            |               |                |                   | Hyd. Rack     |
| Front Suspen.  | Axle            | Axle           | TAK-4             | TAK-4             | TAK-4            | Axle            |               |                |                   | Axle          |
| Doors          | Amdor           | Amdor          | Amdor             | Gottite           | Amdor            | Amdor           |               | Amdor          |                   | Hinged        |
| Generator      | No              | No             | No                | No                | Harrison 6kW     | No              | Harrison 10kW |                |                   | No            |
| Back-Up Cam    | No              | Yes            | Yes               | Yes               | Yes              | Yes             | Yes           |                |                   | Yes           |
| Warranties     |                 |                |                   |                   |                  |                 |               |                |                   |               |
| Basic          | 1 year          | 1 year         | 1 year            | 1 year            | 1 year           | 1 year          |               |                |                   | 1 year        |
| Steering       | 3 year          | 3 year         | 3 year            | 3 year            | 3 year           | 1 year          |               |                |                   |               |
| Engine         | 5 yr            | 5 year         | 5 year            | 5 year            | 5 year           | 5 year          |               |                |                   | 5 year        |
| Frame          | 50 year         | 50 year        | 50 year           | 50 year           | 50 year          | 50 year         |               |                |                   | Lifetime      |
| Ind. Suspen.   |                 |                |                   |                   |                  |                 |               |                |                   |               |
| Axle           | 2 year          | 3 year         | 3 year            | 3 year            | 3 year           | 2 year          |               |                |                   | 2 year        |
| ABS Brakes     | 3 year          | 3 year         | 3 year            | 2 year            | 2 year           | 3 year          |               |                |                   |               |
| Cab-Structure  | 10 year         | 10 yea         | 10 year           | 10 year           | 10 year          | 10 year         |               |                |                   | 10 year       |
| Cab-Paint      | 10 year P-R     | 10 yr P-R      | 10 yr P-R         | 10 yr P-R         | 10 yr P-R        | 10 yr P-R       |               |                |                   | 10 year       |
| Electronics    |                 |                |                   |                   | 5 year           |                 |               |                |                   |               |
| Camera         |                 | Yes            | Yes               | Yes               | Yes              |                 |               |                |                   |               |
| LED Lights     | Yes             | Yes            | Yes               | Yes               | Yes              | Yes             |               |                |                   |               |
| EVS Trans      | 5 year          | 5 year         | 5 year            | 5 year            | 5 year           | 5 year          |               |                |                   | 5 years       |
| Water Tank     | Lifetime        | Lifetime       | Lifetime          | Lifetime          | Lifetime         | Lifetime        |               |                |                   | Lifetime      |
| Body - Paint   | 10 year P-R     | 10 year P-R    | 10 yr P-R         | 10 yr, P-R        | 10 yr P-R        | 10 yr P-R       |               |                |                   | 7 year        |
| Body-Structure | 10 year\$355,00 | 10 year        | 10 year           | 10 year           | 10 year          | 10 yr           |               |                |                   | 10 year       |
| Roll up doors  | 10yr/5yr paint  | 10yr/5yr paint | 10yr/5yr paint    | 6 year            | 10 yr/5yr paint  | 10 yr/5yr paint |               |                |                   |               |
| Pump           | 6 year          | 6 year         | 5 year            | 6 year            | 6 year           | 6 year          |               |                |                   | 5 year        |
| Plumbing       | 10 yr S/S       | 10 yr S/S      | 10 yr S/S         | 10 yr S/S         | 10 yr S/S        | 10 yr S/S       |               |                |                   | 10 year       |
| Camera         | No              | Yes            | Yes               | Yes               | Yes              | No              |               |                |                   |               |
| Generator      |                 |                |                   |                   | 2 year           |                 |               |                |                   |               |
| Price          | \$381,000       | \$387,000      | \$410,000         | \$472,000         | \$505,000        | \$355,000       | \$450,000     | \$339,800      | ~\$485,000        | \$417,231     |



## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Al Auxier, Chief

**DATE:** July 27, 2015

**RE:** Pumper 35 Repairs

Below is an overview of repairs that have been completed for the past couple of years. Please note preventative maintenance is **not** listed below.

**2015 Repairs:** To date, we have spent \$6,054.08 for repairs to this vehicle.

- Brake repair
- Front intake valve rebuild
- Discharge valve replacement
- Light replacement.
- Power steering line blew on the way to a call. Pumper was in service for E32 as this was out for repairs. P35 was out of service for 1 ½ hours and we had no reserve engine to use during this time.
- Primer wire repair.

These are the known items that need repair for this vehicle:

- Anti-freeze leaking in the oil.
- Ladder (mounted on top of the truck) will not rotate clockwise.

**2014 Repairs:** In 2014, we spent \$1,464.59 for repairs. Some of these were:

- Radio repair
- New charger and indicator.
- Primer wire replaced.
- Wires on fan behind firefighter seat were sparking. Wire was fixed.
- Electric transfer valve motor replaced.
- Cord reel switch replaced.
- Rear and front slack repaired as parking brake was not working when engaged. Vehicle rolled forward.
- 10 door struts replaced on compartment doors.
- Audible alarm replaced.
- Ladder rack switch replaced.
- Step by pump panel replaced.
- Front strobe light and reflector replaced.

**2013 Repairs:** In 2013, we spent \$4,849.77 for repairs.

- Batteries replaced.
- Air eject repaired.
- Tank to pump valve replaced.
- Wheel cover replaced.
- Discharge gauge replaced.
- Tires replaced.
- Pipes and hoses replaced on radiator.
- Officer side roof mounted light replaced.

If you need any additional information, please feel free to let me know.

Thank you.

AA/tt



## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee

**FROM:** Al Auxier, Chief

**DATE:** July 27, 2015

**RE:** Pumper 35 Usage

As I stated in my previous memo, Pumper 35 is our only reserve engine and it is put into service when one of our front line vehicles needs repairs or has routine service performed by our mechanics. It is also staffed, and placed into service, when there is a significant incident and we need an additional crew at the scene or if the front line units are tied up at a significant incident, for a long period of time, this engine will respond to other calls that continue to come in while the front line engines are tied up.

Here is some information on our call volume for the last few years:

| <b>Time Period</b>      | <b>Number of Calls</b> | <b>Number of Overlapping Incidents</b> |
|-------------------------|------------------------|--|
| <b>1/1/15 – 6/30/15</b> | 1,218                  | 136                                    |
| <b>2014</b>             | 2,398                  | 231                                    |
| <b>2013</b>             | 2,283                  | 243                                    |
| <b>2012</b>             | 2,335                  | 242                                    |
| <b>2011</b>             | 2,419                  | 348                                    |

Overlapping incidents are times when we have multiple engines out on calls. This could mean there are several engines out on one call and/or multiple engines each handling different calls.

So far in 2015, Pumper 35 responded on calls 55 days. This doesn't include the number of times it was put into service but didn't respond to a call.

I hope this information gives you an idea of how important it is for us to have a reserve vehicle.

AA/tt



# Neenah-Menasha Fire Rescue

## Memorandum

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**TO:** Al Auxier, Chief  
**FROM:** Mike Sipin, Assistant Chief  
**DATE:** July 17, 2015  
**RE:** Pumper 35 Repair vs Replacement

Given the recent developments with Pumper 35, research was conducted to provide information on the repair or replacement of the apparatus. Pumper 35 (P35) is a 1991 Pierce apparatus based on an Arrow Chassis, and contains a 50' Telesquirt. The pump is a 1250 gpm, two-stage style, with a Barber-Coleman pressure governor, that helps regulate pump pressures when multiple lines are flowing. The vehicle has 71,309 miles as of the writing of this memo.

Several options exist to address the major engine issue that has plagued the truck. The first is to repair the engine. The diesel engine in P35 is a 1991 Detroit Diesel, 6V92. This is an older style of engine which no longer meets today's stringent emissions requirements and has been out of production since 1995. Repairing the engine would take a significant amount of labor and cost. The Pierce Arrow chassis is not conducive to easy access of the engine, as it is not a tilt-cab chassis. The roof must be dismantled in order for the engine to be removed to make the repairs. Early "rough" verbal estimates range anywhere from \$15,000-25,000 at a start to locate the suitable parts in order to rebuild the engine. Additional costs will incur from the intensive labor involved to remove and install the rebuilt engine. Costs could also rise based on what is found during the initial assessment. The issues with repairing or the engine are not the only issues impacting repairs. I had a conversation with Mark Evel, an independent contractor with Pierce Manufacturing who stated a new engine cannot be placed into P35. The current engine, as referenced, is no longer available, and can only be rebuilt. New engines will not fit as they are larger to meet the requirements under the emissions standards. Manufacturers were forced to redesign and engineer their chassis in order to allow the new engines to fit.

As mentioned in the introductory paragraph, P35 is an older piece of equipment. It is currently going on 25 years of service. It has performed well, but is now in need of possible replacement. Given the age, other mechanical issues will make the ability to find parts lengthy as well as expensive. Earlier this year, P35 was out of service for over two weeks while a repair facility attempted to locate parts for the brakes. This will only continue to happen as some of the various components may not be available. Another example of a potential repair issue lies with the Barber-Coleman pressure governor. This is one of the original types of electronic pressure regulating devices used on fire apparatus dating back to the mid-1980's. This particular style of governor is no longer in production. Newer pressure governors are electronic in nature and are tied into the diesel engine. A new-updated pressure governor can be installed, but at a costly level. In short, the age of the apparatus is a leading factor to repair or replace this apparatus. During a recent equipment day check, it was found the aerial turntable would not rotate in one direction without the high idle. This is a problem while pumping, as the pump disengages the high idle feature rendering the use of the aerial device useless.

NFPA (National Fire Protection Association) Standard 1901, *Standard for Automotive Fire Apparatus*, 2009 Edition calls for front-line fire apparatus to be replaced at the 20 year mark, with apparatus in reserve status replaced at the 25 year mark. Furthermore, NFPA 1911, *Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, 2012 Edition, recommends the following (NFPA, 2012):

Fire department administrators and fire chiefs should exercise special care when evaluating the cost of refurbishing or updating an apparatus versus the cost of a new fire apparatus. In many cases, it will be found that refurbishing costs will greatly exceed the current value of similar apparatus that are over 20 years old, other than to paint or repair the apparatus, is a very poor investment.

Although considered consensus standards, the afore-mentioned NFPA standards, act as a "Standard of Care" document. Standard of care is defined as (Legal Dictionary, 2005):

The watchfulness, attention, caution and prudence that a reasonable person in the circumstances would exercise. If a person's actions do not meet this standard of care, then his/her acts fail to meet the duty of care which all people (supposedly) have toward

others. Failure to meet the standard is negligence, and any damages resulting therefrom may be claimed in a lawsuit by the injured party. The problem is that the "standard" is often a subjective issue upon which reasonable people can differ

Additional issues should also be factored into this decision other than solely the NFPA standards.

Operational costs have a big impact on apparatus purchasing. John Hill, an apparatus budgeting consultant with First Bankers, stated in a Fire Rescue 1.com news article (2012) that older vehicles are less fuel-efficient than newer trucks. Older trucks also have intangible costs related to safety, such as air bag and roll protection, noise reduction, and emissions, to list a few. In short, a new truck reduces safety and liability costs.

The International Association of Fire Chiefs (IAFC) strongly urges its members to follow the NFPA standards when it comes to the purchasing, operating, and maintenance during the entire life cycle of that apparatus. "Every fire department has a responsibility to provide a safe apparatus and equipment for its personnel to safely perform their responsibilities to their community. The apparatus should be compliant with national standards and must also adhere to state and local requirements." (IAFC, 2004).

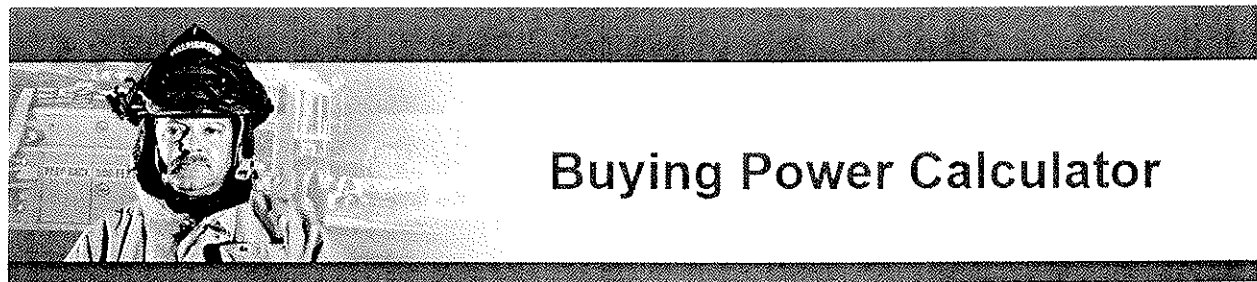
The advantages of replacing P35 are numerous. Safety innovations were mentioned earlier in this memo. The Fire Apparatus Mechanics Association (FAMA) drafted a "White Paper" that shows some of the safety innovations that are included in modern fire apparatus. (Piechura, 2009). Some of the many improvements to be gained with the purchase and acquisition of a new apparatus compared to repairing the current P35 include, but not limited to the following:

- Reduced noise levels from removing sirens and horns from roof, and allows for improved communications
- ABS brakes (mandated)
- Air disk brakes that shorten braking distances and eliminates brake fade
- Auxiliary brake system that improves stopping abilities, operator control, and increases brake life, reducing repairs
- Roll stability control that reduces potential for roll-over
- Cab integrity contains mandated roof crush integrity

- Electronic stability control helps to improve control of vehicle during emergency braking
- Tilt-cab design allows for greater accessibility to the engine area
- Diesel particulate filter system eliminates exhaust smoke particles and provides for a cleaner environment
- Side roll protection helps to reduce injuries from frontal crashes
- Vehicle data recorder provides a record of occupant actions (seat belt usage, etc) and driving habits.
- Steering geometry increases crank angles and reduces turning radius
- Air ride suspension improves the ride quality and creates less shock to the occupants body and the chassis frame
- Independent front suspension improves the ride quality, cornering, and creates less shock to the cab and components
- Rollover stability standards have been improved to set minimum standards or include an electronic stability control device
- Battery conditioners are installed to improve battery life and reduce maintenance on batteries.
- Electrical load management system prevents overloads, preserves battery condition, and reduced maintenance frequency. Provides easier diagnostic abilities and serviceability. And the frequency of electrical system failures is reduced.
- Class A foam systems provide crews with the ability to knock fires down quicker as compared to straight water, allows for quicker clean up, and reduces rekindles.

The decision to repair over replacing in this case is not a responsible one financially. I pointed to reasons why repair is not worth the cost earlier. The decision to delay the replacement creates a larger cost in the future. The Buying Power Calculator, as shown in Figure 1, was created by John Hill, of First Bankers. It shows how the annual price increases can impact the price of an apparatus over a pre-determined period. Based on a \$450,000 apparatus, you can see how the consumer's cost are impacted due to the annual manufacturer price increases, which typically average 3%.

Figure 1



It's as easy as 1 - 2 - 3 !

1. ENTER current truck price ► \$ 450,000 ? [Click here for help](#)  
 2. ENTER truck inflation rate ► 3.00% ? [Click here for help](#)

|  | In<br>1<br>year | In<br>3<br>years | In<br>5<br>years | In<br>7<br>years | In<br>10<br>years |
|--|-----------------|------------------|------------------|------------------|-------------------|
| <i>(IF YOU WAIT TO PURCHASE:<br/>The cost of the fire truck will be:</i> | \$463,500       | \$491,727        | \$521,673        | \$553,443        | \$604,762         |
| <i>You lose this much buying power:</i>                                  | \$13,500        | \$41,727         | \$71,673         | \$103,443        | \$154,762         |

For FREE help, ideas, suggestions, tools, and information about the financial issues when buying a fire truck, visit [www.FirstBankers.net](http://www.FirstBankers.net)

Note: This information is provided for discussion purposes only.

Version 2009.01

### Recommendation:

Based on the information provided in this memo, it is the recommendation of the Truck Committee to replace P35 in lieu of repairs. I have been in contact with various manufacturers to collect information on available demo/stock pumpers, along with pricing. I shall forward this information once I have received it.

Please contact me if you have any questions.

## References

- National Fire Protection Association (2009). *Standard for automotive fire apparatus*. Quincy, MA: NFPA.
- National Fire Protection Association (2012). *Standard for inspection, maintenance, testing, and retirement of in-service automotive fire apparatus*. Quincy, MA: NFPA.
- Hill, J. (2012, June 21). *Analysis: When to repair or replace fire trucks*. Retrieved from Fire Rescue 1: <http://firerescue1.com/print.asp?act=print&vid=1304571>
- IAFC. (2004, July 15). *Refurbish or replace? NFPA 1901 Annex D explained*. Retrieved from International Association of Fire Chiefs: <http://www.iafc.org/Operations/LegacyArticleDetail.cfm?ItemNumber=2332>
- Legal Dictionary. (2005). *Standard of care*. Retrieved from Legal Dictionary: <http://legal-dictionary.thefreedictionary.com/standard+of+care>
- Piechura, J. (2009, May). Report on application of new technology to modern fire apparatus. *Fire Engineering*, pp. 114-120.



## **Memorandum**

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**TO:** City of Menasha Common Council  
Mayor Don Merkes  
City of Neenah Common Council  
Mayor Dean Kaufert

**FROM:** Al Auxier, Chief

**DATE:** July 30, 2015

**RE:** Pumper 35 Replacement

In 2014, during the discussion of replacing Quint 32, Ald. Taylor asked about the possibility of having alternative response vehicles for EMS calls. At that time, AC Sipin put together information regarding the impact this would have on our response capability for our two communities.

While the committee was discussing the issues with Pumper 35, Ald. Taylor brought it back up for discussion. While the members didn't have AC Sipin's *Use of Alternative Response Vehicles* memo, dated June 23, 2014 in front of them, they did review the topic and the impact it would have for our two communities. Our committee members asked me to include this information for you to review prior to the discussion of replacing Pumper 35.

If you have any questions, please give me a call.

Enclosure

AA/tt



# Neenah-Menasha Fire Rescue

## **Memorandum**

**TO:** Chief Al Auxier  
**FROM:** A/C Mike Sipin  
**DATE:** June 23, 2014  
**RE:** Use of Alternative Response Vehicles

This memo provides information on the use of alternative response vehicles (ARV's) within the response structure of Neenah-Menasha Fire Rescue. I have conducted research on the use of ARV's. The cumulative research was taken from Internet sources, National Fire Academy Executive Fire Officer applied research projects, Wisconsin Fire Chief's Association email surveys, email and phone conversations with out of state fire departments, and internally obtained information (maintenance records, operating costs, fuel reports, Firehouse run data, etc).

2013 Emergency Medical Responses account for approximately 69% of Neenah-Menasha Fire Rescue's (NMFR) call volume, according to the Firehouse Database. Very similar statistics are represented for fire departments involved in EMS delivery across the nation. The ARV concept was originally introduced to allow fire departments an option to provide the EMS care, while at the same time helping to reduce the maintenance costs associated with operating a larger, more traditional engine or ladder company.

Engine 32 was selected as the example on the use of an ARV. Engine 32 operates from Station 32 on Columbian Avenue in Neenah. Engine 32 is a 2008 Pierce Velocity, and is the newest apparatus in the NMFR fleet. Engine 32 responded to a total of 1006 calls for service in 2013, or an average of 2.82 calls for service per day. Of these total runs, 646 were EMS related, or 64% of their total calls. Engine

32 accumulated 1400 miles for the 646 EMS calls it was assigned to. This number is only an estimate. No documentation exists that will provide the exact location from where Engine 32 was at when any call for service was received. The Neenah Information Technology Department used GIS data to determine Engine 32's estimated mileage for EMS calls. The starting point for each of the 646 calls was from Station 32, and the mileage then computed as a round trip number. Engine 32 had an approximate total mileage count of 4,584 for 2013.

An estimated cost per mile figure was then computed, using a formula found on the eHow website at [www.ehow.com/how\\_8301653\\_calculate-cost-per-miles.html](http://www.ehow.com/how_8301653_calculate-cost-per-miles.html). This formula uses several steps to determine the approximate per mile cost to operate a vehicle. Items included are fuel costs, operating costs (maintenance and repairs), and annual ownership costs (annual insurance and depreciation). Running the formula shows Engine 32 costs \$6.35/mile to operate. This number can vary from year to year based primarily on operating costs of maintenance and repairs. Multiplying the cost per mile by the mileage placed on Engine 32, the estimated cost to operate Engine 32 for EMS calls in 2013 is approximately \$8,890. As newer apparatus purchases are made in the future, fuel efficiency will increase due to changes in technology and components.

Some departments around the nation have opted to operate smaller SUV or pick-up type vehicles for EMS calls rather than the larger apparatus due to the higher operating costs. The following information is based on the use of a pick-up type vehicle should the ARV concept be applied at NMFR for EMS calls in place of Engine 32. The example cited is a 2008 Chevy Silverado currently in use with the department. The cost per mile to operate is approximately \$1.00. This takes into account an average of 5270 miles of use during 2013, fuel costs, operating costs of approximately \$300, and ownership costs (insurance and depreciation).

Research conducted from departments using the ARV concept indicates they have placed into service "appropriate" vehicles ranging from SUV's or pick-ups to light rescue trucks. The most common vehicle being used is a pick-up truck. NMFR recently took delivery of a 2014 Ford F-250 Quad-Cab pick-up truck from the State bid list. The final price for the truck was approximately \$30,000, plus additional (approximate) amounts for emergency lighting and siren (\$5,000), graphics (\$2500), mobile

data computer (\$6000), and truck cap (\$1000) in addition to fuel, operating, and ownership costs (which are not available yet). Each of the four stations would need an "ARV" in order to apply the saving across the board, and potentially extend the life of all apparatus.

Several fire departments nationwide have had successful programs using ARV's. One example is the Central Jackson County Fire Protection District (CJCFPD) in Missouri. In 2012, the CJCFPD began trial periods to reduce the number of calls/runs that were being placed on apparatus from their busiest station. Ladder 1 from Station 1 averages 15-20 runs per day, according to email conversations with Deputy Chief Todd Farley. This has placed a tremendous strain on this vehicle, which is a large tandem (two) axle ladder truck. When daily staffing levels permit, above 26, the CJCFPS will place two extra personnel in a smaller "squad" vehicle. They are tasked with responding to EMS calls along with a department ambulance. When non-EMS calls are received, this two-person squad is then assigned to the ladder company, and increases that crews staffing to five. Once they fall below the daily minimum staffing level of 24, the squad or ARV concept is not used, as CJCFPD will not break up individual crews in order to maintain the integrity and safety of the crews.

The La Crosse Fire Department uses the ARV concept as well. The LCFD maintains two staffed "light" rescues with four-door Ford F-550 chassis and a rescue body. Both are staffed with a driver and officer, and assigned to their north and south side stations. They handle the majority of EMS calls in La Crosse, and also are assigned to the 75' Quint in their respective stations as a six-person crew for fire related calls. LCFD has staffing levels that allow the use of these vehicles. The LCFD does not have a fire department based ambulance. They rely on a private provider.

The Janesville, WI Fire Department also uses the ARV concept in one of their five stations. Janesville operates four engine companies, and one quint company from their five stations. The ARV is assigned to the 3-person quint station. When an EMS call is dispatched, the quint is removed from service, and the crew responds to the EMS call in the ARV, a four-door pick-up. The crew leaves their gear on the quint. Janesville has had structure fires occur at the same time the ARV is out on a call on two occasions. In these cases, critical ladder company resources were delayed as the crew had to respond

back to the station, and then put their gear on and respond with the quint. The Janesville Fire Department does have a fire department based ambulance.

Depending on how it is applied, staffing levels, and call volume, the ARV concept can present many disadvantages. The first disadvantage is removing the resource capabilities of a large apparatus from service, in order to have the crew respond to calls in an ARV. Although structure fires only account for less than 10% of NMFR's total call volume, it is extremely important to have full resources readily available at all times. Fire dynamics and behavior has changed greatly over the last twenty years. Several fire service books on tactics and fire behavior/dynamics have shown that fire growth has been increasing at alarming rates. This is primarily due to the use of newer synthetic materials in construction, furnishings, and decorations. These materials can quickly cause a small fire to grow exponentially. A rule of thumb in the Fire Service is that for every 30 seconds a fire is allowed to be uncontrolled, it doubles in energy output. This dynamic leads directly to quicker flashover rates. A flashover is a deadly phenomenon in which all combustibles in a room become heated to their ignition temperature, and suddenly ignite. The heavy use of synthetic materials can commonly cause flashovers to occur in as little as four minutes from the time a fire is in the "free burning" stage, or when it no longer needs a continued ignition source, to continue to develop. Not having the apparatus and its full capabilities and resources places fire crews in danger as they are more likely to encounter a flashover. In short, the quicker crews can get water on a fire, the less damage that is going to occur, and the safer fire crews and any occupants will be.

A second disadvantage lies in the costs associated with enacting an ARV program. Compared to the communities that use the AVR process, NMFR has a lower call volume compared to the previously mentioned departments and less staffing that allow us to effectively apply resources, without creating gaps in the delivery of other vital service components. Nor should the practice be started where crews are split up, allowing two members to respond with an ARV, and a single driver being responsible to bring an engine company to another call. This creates numerous safety issues including a "second set of eyes" to assist the driver during a response, important communications, development of an initial plan, etc. It *will* create critical delays in getting water onto the fire, thus increasing the hazards to both

firefighters and occupants. Given current staffing levels, too much risk would be created by splitting crews to respond on EMS calls. More risks would be created rather than properly managing current ones.

Third, the costs associated with purchasing the appropriate vehicle is not warranted, based solely on the call volume. From the figures provided, in order to place this procedure into standard practice, it would require upfront costs of approximately \$160,000 in order to do it properly. The costs presented are only best estimates. The actual costs will vary depending on any number of variables. If legitimate concerns exist over the maintenance costs of responding with larger apparatus, the department should look at the number and types of EMS calls we are responding to. In other words, are there low-priority or simple "assist" calls that can be eliminated from NMFR response protocols? In 2013, Engine 32 responded on 146 Type "A" and "B" calls. These calls are non-emergency in nature. Many of them are to assist our private provider in lifting and moving a patient.

A fourth disadvantage comes in the space to store the additional vehicles. All NMFR stations are very tight with current apparatus and vehicles. It will be a difficult challenge to add additional vehicles to each of the apparatus bays without causing unwanted impacts, such as the inability to use a drive through bay for apparatus, or mechanics having to move vehicles around in order to conduct maintenance duties.

#### **Conclusion/Recommendation:**

Based on the above information, it is my recommendation that NMFR does not adapt the ARV model for responses to EMS calls. There are other means to reduce maintenance costs on apparatus and extend the life of this equipment. The research has shown the impact to the overall safety and well being of firefighters can be affected due to the quick development of fires from modern synthetics. The importance of having the right resources available at all times makes NMFR a full service provider. The projected cost savings will not be a benefit based on the call volume. The ARV concept has been successful in communities that have a higher call volume and/or staffing levels (Central Jackson County Fire Protection District, MO and La Crosse Fire Department), while creating gaps and delays in critical responses due to how a department elects to staff and respond with an ARV on EMS calls (Janesville, WI

Fire Department). The costs associated with the purchase of the correct vehicle outweigh any benefits due to the limited number of times this equipment will be used. Lastly, NMFR lacks sufficient space to house this number of vehicles along with our current inventory of apparatus and vehicles.

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

ORDINANCE O-14-15

AN ORDINANCE AMENDING TITLE 2, CHAPTER 1 OF THE CODE OF  
ORDINANCES (POLLING PLACES)

Introduced by Alderman Langdon.

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Amend Title 2, Chapter 1, SEC.2-1-3(d) of the Code of Ordinances of  
the City of Menasha, Wisconsin as follows:

**Title 2 – Government and Administration**

**CHAPTER 1**

City Government; Elections

**SEC. 2-1-3**

**ELECTIONS.**

.....

.....

**(d) POLLING PLACES.**

- (1) First and Second District -- Menasha Senior Center,  
116 Main Street.
- (2) Third and Fourth Districts -- ~~Banta School, 328 Sixth Street.~~  
Boys and Girls Club of Menasha, 600 Racine Street
- (3) Sixth District -- Jefferson School, 105 Ice Street.
- (4) Fifth and Seventh Districts -- Clovis Grove Elementary School,  
974 Ninth Street.
- (5) Eighth District -- Heckrodt Wetland Reserve, 1305 Plank Road.

SECTION 2: This ordinance shall become effective upon its passage and  
publication as provided by law.

Passed and approved this            day of            , 2015.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

RESOLUTION R - 26 - 15

RESOLUTION APPROVING THE CITY OF MENASHA'S LIABILITY INSURANCE RENEWAL THROUGH CITIES AND VILLAGES MUTUAL INSURANCE COMPANY (CVMIC)

Introduced by Mayor Merkes

WHEREAS, the City of Menasha has been a charter member of Cities and Villages Mutual Insurance Company (CVMIC) since 1988; and

WHEREAS, the renewal for 2016-2018 has been received from CVMIC;

NOW THEREFORE, BE IT RESOLVED, that the City of Menasha Common Council with the Mayor concurring elect to continue to participate in CVMIC; and

BE IT FURTHER RESOLVED that the City of Menasha accepts the proposal dated July 17, 2015 from Cities and Villages Mutual Insurance Company (CVMIC) and agrees to continue its membership in CVMIC for policy years 2016, 2017 and 2018 based on the premiums guaranteed by CVMIC for said policy years with the Self-Insured Retention at \$25,000.

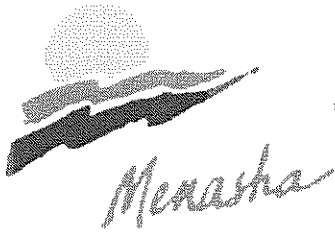
Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Donald Merkes, Mayor

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Deborah A. Galeazzi, City Clerk



**MEMORANDUM**

To: City of Menasha Common Council

From: Peggy Steeno, <sup>BS</sup> Director of Administrative Services

Date: August 13, 2015

RE: RESOLUTION R-27-15 / RESOLUTION R-28-15 – Resolutions Executing 2015 Refinancings

**BACKGROUND**

In conjunction with the long term debt plan, staff regularly evaluates all outstanding debt to ensure that the City is getting the most favorable interest rates possible. As part of that review, and in combination with the borrowings that the Council authorized at the July 20, 2015, staff identified an opportunity for the City to refinance two (2) existing state trust fund loans to achieve interest savings of over \$233,300.

**ANALYSIS**

The following are the details regarding the currently recommended borrowings:

- Refinancing of 2012 State Trust Fund Loan #2013010 – Steam Plant Obligation - \$11,180,853.03 – The reason for refinancing this outstanding obligation is interest savings only. The interest rate on the current debt obligation is 4.00%, and the interest rate on the propose debt obligation is 3.75%, thereby resulting in savings of approximately \$191,800 over the course of the remaining twelve (12) years of the loan. The duration of the repayment schedule is not changing due to the refinancing.
- Refinancing of 2013 State Trust Fund Loan #2014032 – TID #11 Obligation - \$768,633.79 – The reason for refinancing this outstanding obligation is interest savings only. The interest rate on the current debt obligation is 4.25%, and the interest rate on the propose debt obligation is 3.75%, thereby resulting in savings of approximately \$41,500 over the course of the remaining eighteen (18) years of the loan. The duration of the repayment schedule is not changing due to the refinancing.

**FISCAL IMPACT**

There is a positive financial impact to the City in regard to these refinancings, as they are already factored into the current obligations and will be repaid, as applicable, per issue.

**RECOMMENDATION**

Staff recommends adoption of the above noted resolutions.

## RESOLUTION R-27-15

### RESOLUTION APPROVING APPLICATION TO BOARD OF COMMISSIONERS OF PUBLIC LANDS TO BORROW \$11,180,853.03 FROM THE STATE TRUST FUNDS, AND AUTHORIZING THE BORROWING AND THE ISSUANCE OF CERTIFICATES OF INDEBTEDNESS AND LEVYING A TAX IN CONNECTION THEREWITH

The following preamble and resolutions were presented by Mayor Merkes and were read into the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2), Wisconsin Statutes, means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under sec. 60.71 or 60.72, metropolitan sewerage district created under sec. 200.05 or 200.23, joint sewerage system created under sec. 281.43 (4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Menasha, in the Counties of Calumet and Winnebago, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Eleven Million, One Hundred Eighty Thousand, Eight Hundred Fifty Three, And 03/100 Dollars (\$11,180,853.03) for the purpose of refinancing BCPL Loan #2013010 and for no other purpose.

The loan is to be payable within 12 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.75 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Menasha, in the Counties of Calumet and Winnebago, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Menasha by such loan from the state be applied or paid out for any purpose except refinancing BCPL Loan #2013010 without the consent of the Board of Commissioners of Public Lands.

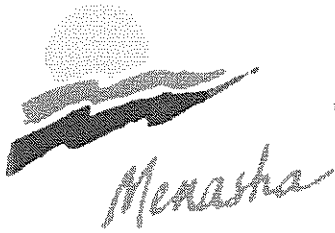
RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands agrees to make the loan, that the Mayor and Clerk of the City of Menasha in the Counties of Calumet and Winnebago, Wisconsin, are authorized and empowered, in the name of the City to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and Clerk of the City will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the "aye" and "no" vote by which they were adopted, be recorded, and that the Clerk of this City forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Passed and approved this \_\_\_\_\_ day of August, 2015

\_\_\_\_\_  
Donald Merkes, Mayor

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk



**MEMORANDUM**

To: City of Menasha Common Council

From: Peggy Steeno, <sup>BS</sup> Director of Administrative Services

Date: August 13, 2015

RE: RESOLUTION R-27-15 / RESOLUTION R-28-15 – Resolutions Executing 2015 Refinancings

**BACKGROUND**

In conjunction with the long term debt plan, staff regularly evaluates all outstanding debt to ensure that the City is getting the most favorable interest rates possible. As part of that review, and in combination with the borrowings that the Council authorized at the July 20, 2015, staff identified an opportunity for the City to refinance two (2) existing state trust fund loans to achieve interest savings of over \$233,300.

**ANALYSIS**

The following are the details regarding the currently recommended borrowings:

- Refinancing of 2012 State Trust Fund Loan #2013010 – Steam Plant Obligation - \$11,180,853.03 – The reason for refinancing this outstanding obligation is interest savings only. The interest rate on the current debt obligation is 4.00%, and the interest rate on the propose debt obligation is 3.75%, thereby resulting in savings of approximately \$191,800 over the course of the remaining twelve (12) years of the loan. The duration of the repayment schedule is not changing due to the refinancing.
- Refinancing of 2013 State Trust Fund Loan #2014032 – TID #11 Obligation - \$768,633.79 – The reason for refinancing this outstanding obligation is interest savings only. The interest rate on the current debt obligation is 4.25%, and the interest rate on the propose debt obligation is 3.75%, thereby resulting in savings of approximately \$41,500 over the course of the remaining eighteen (18) years of the loan. The duration of the repayment schedule is not changing due to the refinancing.

**FISCAL IMPACT**

There is a positive financial impact to the City in regard to these refinancings, as they are already factored into the current obligations and will be repaid, as applicable, per issue.

**RECOMMENDATION**

Staff recommends adoption of the above noted resolutions.

## RESOLUTION R-28-15

### RESOLUTION APPROVING APPLICATION TO BOARD OF COMMISSIONERS OF PUBLIC LANDS TO BORROW \$768,633.79 FROM THE STATE TRUST FUNDS, AND AUTHORIZING THE BORROWING AND THE ISSUANCE OF CERTIFICATES OF INDEBTEDNESS AND LEVYING A TAX IN CONNECTION THEREWITH

The following preamble and resolutions were presented by Mayor Merkes and were read into the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2), Wisconsin Statutes, means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under sec. 60.71 or 60.72, metropolitan sewerage district created under sec. 200.05 or 200.23, joint sewerage system created under sec. 281.43 (4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Menasha, in the Counties of Calumet and Winnebago, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Seven Hundred Sixty Eight Thousand, Six Hundred Thirty Three, And 79/100 Dollars (\$768,633.79) for the purpose of refinancing BCPL Loan #2014032 and for no other purpose.

The loan is to be payable within 18 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.75 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Menasha, in the Counties of Calumet and Winnebago, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Menasha by such loan from the state be applied or paid out for any purpose except refinancing BCPL Loan #2014032 without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands agrees to make the loan, that the Mayor and Clerk of the City of Menasha in the Counties of Calumet and Winnebago, Wisconsin, are authorized and empowered, in the name of the City to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and Clerk of the City will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the "aye" and "no" vote by which they were adopted, be recorded, and that the Clerk of this City forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Passed and approved this \_\_\_\_\_ day of August, 2015

\_\_\_\_\_  
Donald Merkes, Mayor

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

Resolution R-29-15

A RESOLUTION APPROVING A 2015 CAPITAL IMPROVEMENT BUDGET ADJUSTMENT FOR THE PURCHASE OF A FIRE TRUCK AND THE ACCOMPANYING BORROWING TO BE INCLUDED WITH THE 2016 CAPITAL IMPROVEMENT PROGRAM BORROWING

Introduced by

WHEREAS, The City of Menasha did not include the purchase of a Fire Truck in the 2015 Capital Improvement Program Budget; and

WHEREAS, During the course of the 2015 calendar year, it was discovered that there is a substantial problem with Pumper 35, NMFR's Reserve Engine, that was projected to be replaced in 2017; and

WHEREAS, The City of Menasha Common Council approved the purchase of a new fire truck, in an amount of up to \$407,000, with the City of Menasha's share totaling 39.45% of the entire purchase; and

WHEREAS, It was determined that the total cost of the new Fire Truck is \$407,000, trade-in amount of the old unit unknown, making the City of Menasha portion total \$160,561.50; and

WHEREAS, The City of Menasha has already executed its 2015 Capital Improvement Program Borrowing, and will need to include the purchase of the Fire Truck with the 2016 Capital Improvement Program borrowing.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized and directed to complete the following: (1) to amend the 2015 Capital Improvement Program Budget to include the purchase of the Fire Truck in the amount of \$160,561.50, and (2) to execute a borrowing with the State Trust Fund Loan Program, as part of the 2016 Capital Improvement Plan borrowing, to fund the City's share of the purchase.

Passed and approved this 17<sup>th</sup> day of August, 2015.

ATTEST:

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Donald Merkes, Mayor

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Deborah A. Galeazzi, Clerk

Resolution R-30-15

A RESOLUTION APPROVING A 2015 BUDGET ADJUSTMENT FOR THE PURCHASE OF LAND  
WITHIN THE T.I.D. #9 ACCOUNT

Introduced by Mayor Merkes.

WHEREAS, the Common Council approved entering into a development agreement with Woodland Developments, LLC; and

WHEREAS, that agreement contemplates a land purchase in the amount of \$110,000; and

WHEREAS, that land purchase was not included in the T.I.D. #9 account within the 2015 Budget; and

WHEREAS, sufficient increment exists in the T.I.D. #9 account to fund the land purchase and meet other financial obligations of T.I.D. #9.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized and directed amend the 2015 Budget to include the purchase of land in the amount of \$110,000 in the T.I.D. #9 account.

Passed and approved this \_\_\_\_\_ day of August, 2015.

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Donald Merkes, Mayor

ATTEST:

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Deborah A. Galeazzi, Clerk