

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, September 21, 2015**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
 - 1. [Proposed amendments to Title 13 of the Menasha Code of Ordinances pertaining to existing mini-warehouse facilities in the C-1 General Commercial District and C-4 Business Park District.](#)
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- 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, 09/08/15.](#)
 - b. [Board of Health, 06/10/15.](#)
 - c. [Board of Public Works, 09/08/15.](#)
 - d. [Committee on Aging, 08/13/15.](#)
 - e. [Landmarks Commission, 08/25/15.](#)
 - f. [Neenah-Menasha Sewerage Commission, 08/25/15.](#)
 - g. [NMFR Joint Fire Commission, 08/26/15.](#)
 - h. [Plan Commission, 09/15/15.](#)
 - i. [Water and Light Commission, 08/26/15.](#)
Communications:
 - j. [Waverly Sanitary District Meeting Minutes, 08/06/2015.](#)
 - k. [Mary E. Krueger, Winnebago County Treasurer, 09/04/15; Notice of Commencement of Proceedings In-Rem to Foreclose Tax Liens by Winnebago County Under Wis. Stats. 75.521.](#)
 - l. [ASD Steeno, 09/16/15; Website Update and Submission of Photos for the New Website.](#)
 - m. [Clerk Galeazzi, 9/15/15; Parliamentary Procedure Seminar-October 19, 2015.](#)
 - n. [Menasha Historical Society Newsletter Revised Fall 2015.](#)
- 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, 09/08/15.](#)
Board of Public Works, 09/08/15 – Recommends the Approval of:
 - 2. [Street Use Application – Menasha High School Homecoming Parade; Friday, October 2, 2015; 5:30 PM – 6:15 PM.](#)
 - 3. [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 Street, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$295,720.35 \(Payment No. 5\).](#)
 - 4. [Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2016.](#)

Plan Commission, 09/15/15 – Recommends the Approval of:

5. The ordinance relating to existing Mini Warehouse/Storage Facilities in the C-1 and C-4 zoning districts with the following change: replace “constructed” with “in existence”.
6. [The proposed Certified Survey Map for 320 Chute Street.](#)

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 09/10/15 to 09/17/15 in the amount of \\$739,982.21.](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [First Revision to State/Municipal Agreement for a State-Let Local Bridge Project \(Third Street Bridge\).](#)
4. [Flexible Spending Agreement – Vendor Assignment.](#)
5. [Collateral Assignment of Rights to Performance Incentive Payments by Menasha Downtown Development, LLC, in favor of First National Bank - Fox Valley.](#)
6. [Remove from table - Offer to Purchase - 320 Chute Street, Menasha. \(Alderman Nichols\).](#)

J. HELD OVER BUSINESS

1. [Ground Lease Agreement - Broad Street Parking Lot. \(As recommended by Plan Commission\).](#)

K. ORDINANCES AND RESOLUTIONS

1. [O-17-15 An Ordinance Amending Title 13, Chapter 1 of the Code of Ordinances \(Zoning\) \(Recommended by the Plan Commission\).](#)

L. APPOINTMENTS

M. CLAIMS AGAINST THE CITY

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

O. RECESS TO ADMINISTRATION COMMITTEE AND BOARD OF PUBLIC WORKS

P. ACTION ITEM

1. [Methodology of Billing Storm Water \(As Recommended by the Board of Public Works\).](#)

Q. RESOLUTION

1. [R-25-15 A Resolution Pertaining to Equivalent Runoff Unit \(ERU\) Charges for Storm Water Utility; \(Introduced by Mayor Merkes\)\(As Recommended by the Board of Public Works\).](#)

R. ADJOURNMENT

MEETING NOTICE
Monday, October 5, 2015
Common Council Meeting – 6:00 p.m.

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on the proposed amendments to Title 13 of the Menasha Code of Ordinances pertaining to existing mini-warehouse facilities in the C-1 General Commercial District and C-4 Business Park District. The Plan Commission will hold its public hearing on Tuesday, September 15, 2015 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI. The Common Council will hold its formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, September 21, 2015 at the same location. All persons interested in commenting on the proposed amendment are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Publish: Sept. 8 & 14, 2015

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
September 8, 2015
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 9:39 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Aldermen Krautkramer and Spencer

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

Chairman Nichols stated because of the time (9:40 p.m.), she asked that the Action/Discussion Items be moved to the next Administration Committee meeting.

C. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 9:40 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA BOARD OF HEALTH
Minutes
June 10, 2015

A. Meeting called to order at 8:05 AM by Chairman C. Rusin.

B. Present: Candyce Rusin, Lori Asmus, Teresa Rudolph, Nancy McKenney, Mary Fritz, Todd Drew.

Excused: Diane Hotynski

C. MINUTES TO APPROVE

1. Lori Asmus moved to approve May 13, 2015 minutes, seconded by Dr. Teresa Rudolf.
Motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: Nancy McKenney updated board members on the Budget. Nancy McKenney reported that the Menasha Health Department will be receiving a \$2000 grant from the Healthy Brain Initiative/Dementia-Friendly Communities. The Menasha Health Department is completing the DHS DPH TB Dispensary and Birth Records agreements. Nancy McKenney reported that Kathleen Endres RDH will be resigning in August. Report for the Wisconsin Public Health Association meeting will be deferred until next Board of Health Meeting.

Employee Safety Program: Todd Drew updated on the Board on hearing screening for at-risk employees that were unable to make the April screening. City employees will attend fire extinguisher training.

Sealer of Weights and Measures: Todd report that his equipment for doing weights & measures has been standardized by Wisconsin Department of Agriculture, Trade and Consumer Protection.

Environmental Health Program: Todd Drew reported that the Department of Agriculture Trade and Consumer Protection will be lead agency for all food safety and recreational licensing matters with the exception of tattoo parlors. Todd reported that beach sampling will be done weekly. Caution signs have been posted for blue-green algae in several areas.

Public Health Department: The Communicable Disease Report was reviewed by Nancy McKenney.

Mary Fritz provided a status report on school absences. Absences remain relatively low across the schools.

Health Screening 60+ Program: No report.

Prevention Program: Nancy McKenney reported that Vicki Schultz is working on details for the Corny Walk that will be held on Thursday August 13th, rain day August 20th.

Radon: No report.

Dental Program: No report

Dental Sealant Program: Kathleen Endres is lead on the Children and Youth with Special Health Care Needs Oral Health Program at the Menasha High School. She has been working with the schools to form a core team.

Quality Improvement: Nancy McKenney reported that Allison Reitzner is continuing to work on policies and procedures. Her work will be completed on August 31st.

Lead Prevention Program: Todd Drew reported there are currently no children with elevated blood levels reported. There was an incident of a child with a 65 mcg/dL capillary, which retested at a 2.3mcg/dL venous result. He discussed the need for accurate testing procedures.

Immunization: There is an immunization clinic today.

Emergency Preparedness: Loretta Kjemhus organized the Annual “Walk Through and Review” of our Mass Clinic site that was held on June 2 at UW-Fox Valley. Turnout was lower than expected. Candyce Rusin noted that this takes a lot of planning, so a lower turnout is disappointing. Nancy McKenney and Loretta Kjemhus will work with Department supervisors to encourage better turn out.

Senior Center: Nancy McKenney reported that there she has been made aware that people have been using e-cigarettes on Senior Center property. Signs will be posting stating there will be no-smoking, including the use of electronic smoking devices in City buildings.

Wellness: No report

E. ACTION ITEMS:

Policy Review, Discussion, Approval

Lori Asmus moved that the Board of Health approve the Communicable Disease Investigation and Control Policy, seconded by Dr. Teresa Rudolf.

Motion passed.

F. HELD OVER BUSINESS: None

G. ADJOURNMENT:

Lori Asmus moved to adjourn the meeting, seconded by Dr. Teresa Rudolf.

Motion passed.

Candyce Rusin adjourned the meeting at 8:50 am.

The next meeting will be on August 12, 2015.

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
September 8, 2015
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Langdon at 9:41 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Langdon, Keehan, Zelinski, Benner, Nichols.

EXCUSED: Aldermen Krautkramer and Spencer.

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

C. MINUTES TO APPROVE

1. [August 17, 2015](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Street Use Application – Menasha High School Homecoming Parade; Friday, October 2, 2015; 5:30 PM – 6:15 PM](#)

DPW Radtke reported all requirements for a street use are in order.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Street Use Application for Menasha High School Homecoming Parade for Friday October 2, 2015, 5:30pm – 6:15pm

Motion carried on roll call 6-0.

2. [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 Street, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$295,720.35 \(Payment No. 5\)](#)

DPW Radtke explained the payment is for asphalt paving work done on the streets listed. There is still some final paving for River Lea Court and Broad Street.

Moved by Ald. Taylor seconded by Ald. Keehan 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 \$295,720.35 (Payment No. 5).

Motion carried on roll call 6-0.

3. [Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2016](#)

DPW Radtke explained the agreement involves a consortium of Winnebago County communities applying for a recycling grant with WisDNR. Funds from the grant will be directed to those communities that distribute the Tri-County Recycling Guide.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2016.

Motion carried on roll call 6-0.

Ald. Taylor was excused at 9:46 p.m.

Vice-Chairman Langdon stated the Board of Public Works would need to adjourn as there was no longer a quorum of the members.

E. ADJOURNMENT

Moved by Ald. Zelinski seconded by Ald. Keehan to adjourn at 9:47 p.m.

Motion carried on voice vote.

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

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
116 Main Street, Menasha
August 13, 2015
Minutes**

- A. Meeting called to order at 8:05 am.
- B. Present: Joyce Klundt, Mary Lueke, Brenda Marks, Nancy McKenney, Jean Wollerman, John Ruck
Guest: Vicki Schultz Excused: Tom Stoffel
- C. MINUTES TO APPROVE
Brenda Marks offered a correction to the July 9, 2015 minutes. Tom Stoffel was nominated and elected Vice Chair unanimously.
Mary Lueke moved to approve the July 9, 2015 minutes as amended, seconded by Brenda Marks. Motion passed.
- D. NEW BUSINESS:
Community Health Assessment: Nancy McKenney explained that the City of Menasha Health Department is a part of the Fox Valley Community Health Assessment Coalition. Members include representatives from hospital systems (ThedaCare, Aurora, Affinity) and City of Appleton, City of Menasha, Winnebago, Calumet and Outagamie Counties. Hospital systems and health departments must conduct community health assessments and develop plans periodically. She requested assistance from the Committee on Aging completing key informant interviews on pressing issues that face our community. Jean Wollerman and John Ruck volunteered to complete interviews.
- E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
Senior Center: Events – Jean Wollerman noted that the Senior Center was re-accredited. The Committee on Aging can assist with regular review and revision of the Senior Center Mission, Vision, Goals, and Code of Conduct. The Code of Conduct needs to be posted. Jean will send suggested revisions. The Senior Center needs to develop/update the Safety Manual. The Health Department manages the City of Menasha Safety program. Todd Drew is the Safety Coordinator. A new floor plan and evacuation plan need to be developed along with emergency preparedness training. Nancy McKenney suggested coordinating with key health department staff. Jean Wollerman noted that the Senior Center would benefit from documenting community linkages and partners to help identify gaps in partnerships. She noted that 237 people were registered for Senior Games in Appleton. A Senior Prom was held. Four group homes participated. There is no Neenah-Menasha Committee on Aging meeting this month. Jean Wollerman described the funds received from the Community Foundation and planned purchases. There was an inquiry about purchasing a bench. This will be placed on the next agenda.

Public Health: Vicki Schultz recognized the Senior Center for participating in discussions to help inform community needs and program resources for the Healthy Brain Initiative/Dementia Friendly Communities grant. She is writing the final report. Kitty Rhoades, Wisconsin Department of Health Services is supportive of this program. Vicki Schultz noted the Senior Center had walking groups for the Corny Community Walk scheduled today. **Renovation Project Update:** no report. **Sixty Plus Grant** – programs have good participation.
- F. HELD OVER BUSINESS
Jean Wollerman is working on a fundraising report, a design for the donor wall, and will set up the donor night when the donor wall is completed. **Transportation for Seniors:** The Committee discussed transportation resources *Making the Ride Happen* through Lutheran Social Services. There is a recognized need for this service. **Firearms Policy:** The City adopted the State of Wisconsin statutes for firearms and weapons. Nancy McKenney noted signage was ordered for no smoking and no firearms or weapons.

ADJOURNMENT:

The next meeting will be held on September 10, 2015 at 116 Main Street, Menasha.

CITY OF MENASHA
Landmarks Commission
Council Chambers, 3rd Floor, City Hall - 140 Main Street
August 25, 2015
DRAFT MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Grade at 4:41 PM.

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Ald. Mark Langdon and Commissioners Tom Grade, Paul Brunette, Shellie Caudill, Dean Wydeven, and Alison Mayer.

LANDMARKS MEMBERS EXCUSED: None.

OTHERS PRESENT: CDD Keil, AP Englebert, and Kathryn Royale.

C. MINUTES TO APPROVE

1. **Minutes of the August 12, 2015 Landmarks Commission Meeting**

Motion by Comm. Mayer, seconded by Ald. Langdon to approve the August 12, 2015 Landmarks Commission meeting minutes. The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA OR ANY ITEM RELATED TO THE RESPONSIBILITIES OF THE LANDMARKS COMMISSION

No one spoke.

E. COMMUNICATIONS

1. None.

F. ACTION ITEMS

1. **Historic District Application – Awning and Signage – 180 Main Street, Suite 2**

Kathryn Royale described the proposed signage and two awnings for 180 Main Street and future plans for the site. In addition, she inquired about the possibility of adding a decorative bench near the west entrance 180 Main Street. Commissioners commented on the signage and sidewalk length requirements pursuant to the City of Menasha Code of Ordinances.

Motion by Comm. Wydeven, seconded by Comm. Brunette to approve the Historic District Application for 180 Main Street. The motion carried.

G. DISCUSSION ITEMS

1. None.

H. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

None.

I. ADJOURNMENT

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

Respectfully submitted by AP Englebert.

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday August 25, 2015

Meeting was called to order by Commission President Youngquist at 8:00 a.m.

Present: Commissioners Mike Sambs, Raymond Zielinski, Jim Gunz, Steve Coburn, Tim Hamblin, Dale Youngquist; Manager Randall Much, Accountant Roger Voigt.

Excused: Commissioner Kathy Bauer.

Also Present: Tom Kispert, Chad Olsen (McMAHON); Rob Franck, Paul Much (MCO), Jon Myers (Atlas Copco).

Public Forum. No one in attendance for public forum.

July 28, 2015 Regular Meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Gunz to approve the minutes from the July 28, 2015 Regular Meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

August 6, 2015 email from Marshelle Slayton, Sonoco to NMSC.
RE: Status update on Sonoco sewer sampling improvement project.

August 24, 2015 email from Marshelle Slayton, Sonoco to Roger Voigt, NMSC.
RE: Update on the completion of the sewer sampling improvement project.

To accommodate those in attendance, motion by Commissioner Zielinski, second by Commissioner Coburn to proceed to agenda item 6.A. – Update by Atlas Copco on status of HSI high speed blowers. Motion carried unanimously.

HSI Blower Status Update. Jon Myers discussed issues recently experienced: Heat exchanger, temperature, and VFD over temperature. Mechanically the units are stable, unit 1 has an electrical issue and all the electrical components relating to the heat exchanger will be replaced, there are some occasional trips at start-up and surge trips. Overall the units are running fairly well. Jon indicated the shutdowns are not failures but protective shutdowns. Jon reported he has no information on the new units such as their footprint, air flow, etc. The cost issue of exchanging the units was further discussed. President Youngquist discussed his concerns of the latest letter received and the perception of what would or would not be covered. Jon further explained the letter and the costs. Commissioner Gunz questioned the current machines, the upgrades made, and other installations. Jon responded to Commissioner Gunz's questions. President Youngquist questioned the other Commissioners on their feeling on making payment towards the blowers; it was the consensus to hold payment until an agreement is reached on the units.

The Commission returned to the agenda as published.

Old Business

Commissioners discussed changing the Ordinance Contract regarding industrial user and billing the current contracted industrial user; it was decided a letter is to be sent to the City of Menasha informing them it is the intent of the NMSC to discontinue billing Sonoco as a user on 12/31/2016.

New Business

Operations, Engineering, Planning

Phosphorus Analyzer – Rob Franck reported the two units are installed and functioning; start-up of the units was last week, HACH is remotely watching the pumps and operations.

Commissioner Gunz questioned when usable data will be obtained; Manager Much reported we have background data and we will now work to get the units to operate automatically, we will then have an eight month run on each chemical to test their effectiveness in removing phosphorus.

Tom Kispert reported on the electronic communication of flow data from remote sites; the project is complete.

Tom Kispert reported on the status of the iReportPlus Reporting Software to replace the current OPS32 software; this will still be progressing into September.

Tom Kispert discussed the aeration basin air flow meters and the quotes received for the purchase and installation of air flow straighteners. August Winter & Sons quote for installation is \$1,000 per tank, or \$9,000 total; Fluid Components International provided a quote of \$28,026 for the air flow straighteners and the recalibration of the current meters. The current meters were calibrated based on a 12" pipe, the quote received indicated the pipe size is 12.39"; this difference in pipe size could be part of our problems. Commissioners discussed if we should be responsible for the recalibration costs since the meters were calibrated incorrectly at installation. Commissioner Coburn questioned the recourse or what is the performance warranty by installing the air straighteners and they do not work as intended. Tom indicated we would have more accurate data to control the blowers; Chad Olsen questioned if we should go back to the vendor to see if they have any performance guarantee. More information will be brought back to the next meeting.

McMahon Invoices. Motion by Commissioner Gunz second by Commissioner Coburn to approve for payment McMahon invoice #43832 in the amount of \$2,937.50. Motion carried unanimously.

President Youngquist discussed the property at 91 Madison Street. The property appraisal was performed and the value is \$45,800; it would be the intent to have the buildings raised and the City vacate the portion of Madison Street. Manager Much reported this would be the primary direction for future expansion. Commissioner Gunz questioned state and municipal code issues. After discussion, motion by Commissioner Zielinski second by Commissioner Coburn to make an offer to purchase 91 Madison Street at the appraisal price of \$45,800. Motion carried on a unanimous roll call vote. Attorney Thiel is to be instructed to put together the offer to purchase.

Manager Much discussed the Operating Report for the month of July 2015. In July the plant ran well; we were close to violating the phosphorus limit due to loads coming in from Menasha, we are looking closer at a new industry as the possible source. We have received an odor complaint; the Menasha City health department was called, we met with them and the resident. We were not able to smell any odors; our digesters are sealed and no methane is leaking. We do have exhaust fans in the sludge garage creating a source of odor; staff has discussed venting the building into the odor control system. Manager Much provided a construction update; we have the same items still outstanding that was reported on last month. The current statuses of the engineering projects were reviewed. Rob Franck further reported on his report of current projects and future projects. Rob further explained the need to install steps and railing on the roof of the north digesters for employee safety for access to mixers for standard maintenance on the units. A time and expense cost estimated at \$22,000 was received for two covers using stainless steel; a second price will be obtained with using aluminum to reduce the amount of weight on the covers. After discussion, motion by Commissioner Gunz second by Commissioner Zielinski to approve the operating report for the month of July 2015. Motion carried unanimously.

Budget, Finance, Personnel

Accountant Voigt discussed the financial statements and the cash & investment report for the month of July 2015. Currently the Commission's operations are running at a deficit; the September billing will reflect the new rates and it has generated revenue to meet the monthly budgeted amount. President Youngquist questioned the general ledger account for Other Physical Plant repairs; Accountant Voigt reported on some of the services performed and included in this account. Commissioner Gunz questioned the process and procedure on contracting for services; some of the services were for higher dollar amounts, were competing quotes received? MCO generated \$3,700 in income to the Commission. After discussion, motion by Commissioner Zielinski, second by Commissioner Coburn to accept the Accountant's Report for the month of July 2015. Motion carried unanimously.

President Youngquist requested discussion on the Draft 2016 NMSC Budget occur after approval of the vouchers.

Motion by Commissioner Gunz, second by Commissioner Zielinski to approve for payment MCO invoices #19555, #19619 and #19617 in the amounts of \$123,501.43, \$581.00 and \$32.72 with payment to be made after September 1, 2015. Motion carried unanimously.

Motion by Commissioner Zielinski, second by Commissioner Coburn to approve Operating and Payroll Vouchers #135126 through #135181 in the amount of \$335,136.37 for the month of July 2015. Motion carried unanimously.

Accountant Voigt addressed and discussed categories of the draft budget with significant changes over the 2015 budget. After discussion and hearing no immediate adjustments to be made, motion made by Commissioner Zielinski second by Commissioner Coburn to schedule a Public Hearing at 8:00 am on Tuesday September 22, 2015 prior to the Regular Meeting to receive comment on the Proposed 2016 NMSC Budget. Motion carried unanimously.

Motion made by Commissioner Coburn, seconded by Commissioner Zielinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 10:50 a.m.

President

Secretary

**Neenah-Menasha Fire Rescue
Joint Fire Commission Meeting Minutes
August 26, 2015 – 12:00 p.m.
3rd Floor Council Chambers – City of Menasha**

Present: Commissioners Liebhauser, McCann, Keating, Kubiak, Lewis and John.

Also Present: Chief Auxier, Director Barber and OM Theisen.

Commissioner Lewis called the meeting to order at 12:00 p.m.

Public Forum: No members of the public were present.

Meeting Minutes: The Commission reviewed the July 29, 2015 meeting minutes. **MSC Keating/Liebhauser to approve the July 29, 2015 meeting minutes, all voting aye.**

July Budget Report: This is informational only and no action is required.

July Activity and Automatic Aid Reports: This is informational only and no action is required.

Fire Officer Promotional Eligibility List: The Commission reviewed the information regarding the Fire Officer promotional process. **MSC Kubiak/Liebhauser to approve Mark Fahrenkrug, Jim Peglow, Scot Gelhar, Amos Mikkelsen, Jim Fahrenkrug and Brian Goldschmidt to be placed on the Fire Officer Promotional list, promotions will be based on seniority, as vacancies are available within the Department and the promotional list will expire on August 26, 2018, all voting**

Driver/Engineer Promotional Eligibility List: The Commission reviewed the information regarding the staff who successfully passed the Driver/Engineer promotional process. **MSC Keating/Liebhauser to approve Brian Goldschmidt, Tim Gonnering, Anthony Leiton, Kevin Korth, Joe Olszewski, Tim Patterson, Nick Brautigam, Nick Mostek, Greg Wroblewski, Ryan Kane, DuWayne Schwartz, Nate Monfort, Gerald Mavroff, Jeff Schweitzer, Joe Muthig, George VanSchyndel, Mike Pokwinski, Brad Auxier and Dan Metz to be placed on the Driver/Engineer Promotional list, promotions will be based on seniority, as vacancies are available within the Department and the promotional list will expire on August 26, 2018, all voting**

Shift Inspector Promotional Eligibility List: The Commission reviewed the information regarding the staff who successfully passed the Shift Inspector promotional process. **MSC Liebhauser/Kubiak to approve Chris Ederer, Gerald Mavroff, pending successful completion of the practice exam conducted on 8/27/15, Jeff Schweitzer, Joe Muthig, Brad Auxier and Dan Metz to be placed on the Shift Inspector Promotional Eligibility list, promotions will be based on seniority, as vacancies are available within the Department and the promotional list will expire on August 26, 2018, all voting aye.**

Retirement Notification of Driver/Operator Denis Matuszak: Chief Auxier noted Driver/Operator Denis Matuzak will retire on September 4, 2015 after 32 years of service.

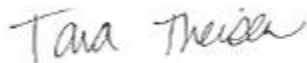
Firefighter Vacancy: Chief Auxier noted both Common Councils did approve filling the vacancy after Denis Matuszak's retirement. An offer will be extended to someone on the current eligibility list and will be contingent upon successful completion of appropriate testing.

Consideration and Action of Promotion for Driver/Engineer: Chief Auxier explained there is a need to promote someone to the Driver/Engineer position upon retirement of Denis Matuszak. **MSC Keating/Liebhauser to promote Brian Goldschmidt to the Driver/Engineer position effective September 5, 2015 contingent upon the retirement of Denis Matuszak, all voting aye.**

Consideration and Action to appoint Victor Voss to the Deputy Chief Position: Chief Auxier explained the process of filling the Deputy Chief's position. It is his recommendation to promote Victor Voss to this position and asked the Commission for approving him to this position. **MSC Kubiak/Liebhauser to appoint Victor Voss to the Deputy Chief of Neenah-Menasha Fire Rescue as of September 14, 2015, all voting aye.**

MSC John/Liebhauser to adjourn at 12:30 p.m., all voting aye.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Tara Theisen".

Tara Theisen
Office Manager

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
September 15, 2015
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:34 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, DPW Radtke, Commissioners Sturm, Cruickshank and Schmidt.

PLAN COMMISSION MEMBERS EXCUSED: Ald. Benner and Comm. DeCoster.

OTHERS PRESENT: CDD Keil, AP Englebert, Amy Barnett (Stansbury & Brady, LLC), Mitchell Bauer (Davel Engineering), Dan Krause (Martenson & Eisele) and Steve Grenell (Menasha Utilities).

3:30 PM – Public Hearing Regarding the Proposed amendments to Title 13 of the Menasha Code of Ordinances pertaining to existing Mini warehouse facilities in the C-1 General Commercial District and C-4 Business Park District.

Mayor Merkes opened the public hearing at 3:35 PM.

Written comments were presented by Sandra Dabill Taylor (545 Broad Street) opposing the proposed changes to Title 13.

CDD Keil presented an overview of the ordinance revision and the potential benefits and ramifications of the changes.

The hearing was closed at 3:37 PM.

C. MINUTES TO APPROVE

1. Minutes of the August 18, 2015 Plan Commission Meeting

Motion by Comm. Sturm, seconded by Comm. Cruickshank to approve the August 18, 2015 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. DISCUSSION

1. None.

F. ACTION ITEMS

1. Ordinance Related to Existing Mini Warehouse/Storage Facilities in the C-1 and C-4 Zoning Districts.

Commissioners discussed possible precedents that would result from changing the ordinance. CDD Keil explained that there are only three properties that meet the criteria for expansion and didn't believe it would be setting a precedent for more Mini Warehousing to arise in the commercial districts.

Motion by DPW Radtke, seconded by Comm. Sturm to recommend approval of the ordinance relating to existing Mini Warehouse/Storage Facilities in the C-1 and C-4 zoning districts with the following change: replace "constructed" with "in existence". Motion carried on roll call 4-1 with Mayor Merkes voting against.

2. **Site Plan Review – Stansbury & Brady, LLC – Orthopedic Spine Therapy – Midway Place/Midway Road (Parcel #4-007776-05)**

AP Englebert presented the staff findings for the proposed site plan for the new clinic. The lighting plan needs revisions to comply with municipal standards. Comm. Strum inquired about the differences between LED lighting and other lighting sources.

Amy Barnett provided the Commissioners with a sample of the building materials. Comm. Cruickshank talked about the alignment of the east entrance to the building.

Motion by Comm. Cruickshank, seconded by Comm. Sturm to approve the site plan for Orthopedic Spine Therapy pending resolution of the lighting plan. The motion carried.

3. **Proposed Certified Survey Map – 320 Chute Street**

CDD Keil explained the need for the City to acquire parking spaces due to an existing agreement with McClone Downtown Development, LLC. The new lot would have 72 stalls.

Commissioners discussed the viability of the remnant of the Germania Hall lot to attract business ventures.

Motion by DPW Radtke, seconded by Comm. Schmidt to approve the proposed Certified Survey Map for 320 Chute Street. The motion carried.

4. **Building Material Approval – Habitat for Humanity – 951 Midway Road**

Dan Krause explained the desire to use complementary architectural materials for the Habitat for Humanity expansion based on what currently exists on the building.

Comm. Cruickshank inquired about the angles of the siding on the building.

Motion by Comm. Cruickshank, seconded by Comm. Sturm to approved the building materials for Habitat for Humanity with the option of changing the direction of angled siding. The motion carried.

H. ADJOURNMENT

Motion by Comm. Schmidt, seconded by DPW Radtke to adjourn at 4:20 PM. The motion carried.

Minutes respectfully submitted by AP Englebert.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

August 26, 2015

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:02 a.m., with Commissioners Roy Kordus, Don Merkes, Joanne Roush, and Dan Zelinski present on roll call. Also present were Melanie Krause, General Manager; Steve Grenell, Engineering Manager; William Menting, Electric Manager; Tim Gosz, Water Utility Manager; Kristin Hubertus, Business Operations Accountant; Paula Maurer, Customer Services Manager; and John Teale, Technical Services Engineer. Also present were Pamela Captain, City Attorney and Don Voogt of McMahon.

Item II. People from the Gallery to be heard on any topic of public concern to the Utility.

Lynn Ann Sauby, 339 Broad St, spoke regarding damages incurred on June 22, 2015 from a tree branch falling on a transformer which resulted in a power surge to her residence and neighboring properties.

Commissioner Allwardt instructed staff to submit the claim following proper procedure.

Item III. Motion made by Comm. Roush, seconded by Comm. Kordus, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of July 22, 2015
- B. Approve and warrant payments summarized by checks dated July 30 & August 6-26, 2015, which includes Net Payroll Voucher Checks and Operation and Maintenance Voucher Checks for a total of \$1,259,477.76, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- C. Correspondence as listed:
 - Copy of letter dated August 12 from Municipal Property Insurance Company RE: Property insurance for public entities
 - Copy of letter dated August 3, from the Public Service Commission RE: Final decision on joint application for authority to transfer two customers
 - Copy of August 2015 MU Employee Newsletter
 - Copy of letter dated July 27, from the State of Wisconsin office of the Commissioner of Insurance RE: Continuance of the LGPIF

Item IV. Claims Against The Utility – General Manager Krause informed the Commission of two Notices of Claim received from the June 22 transformer incident; staff is waiting to receive all receipts and documents.

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. A revised report was distributed adding purchase order #8254 to Bell Lumber & Poles in the amount of \$25,151. Purchase order #7976, for additional chemicals projected to last through April 2016, was discussed.

The motion by Comm. Roush, seconded by Comm. Merkes was unanimous on roll call to approve an additional \$7352.80 of Potassium Permanganate for purchase order #7976.

Item VI. Unfinished Business, Long Term Power Supply Contract Extension – General Manager Krause updated the Commission on progress made. Staff has met with Pam Captain, City Attorney regarding the contract; outside legal counsel has been contacted and a D.C. attorney, with long-term joint action agency contracts in Wisconsin has been recommended; and a joint Common Council & Commission meeting was held August 5th.

Extensive discussion ensued over attorney costs to review the contract; the ability to implement renewable energy on a community level; the impact of costs if a major Industrial customer was lost; deregulation; and possible outcomes if the amendment was not signed.

The Commission directed staff to reach out to other similarly sized WPPI members to see if there would be interest in a joint proposal to share the costs of hiring an attorney to review the contract.

Pamela Captain departed at 8:35 a.m.

River Crossing – The south side bore and foundation is poured and the north side is planned for this week; the towers are expected to go up as scheduled. A delay was experienced due to vendor's materials not being received on time which resulted in a change order request from the contractor for standby. Staff is working with the city attorney and the PSE to set a meeting up with the vendor to discuss the charges assessed by the contractor.

With the presence of Don Voogt of McMahon, New Business Item D was advanced for discussion.

Item VII. New Business, Water Capital Needs Study – The agreement from McMahon is for professional services of a 10-year Capital Improvement Plan. Scope of service includes meetings with Water Department staff to obtain facility information and discuss project issues; review existing data, facilities, and pumping data for the previous 5 years; collect data from major water system customers for future system needs; and project future demand usage in the amount of \$23,800.

The motion by Comm. Roush, seconded by Comm. Kordus, was unanimously approved on roll call to accept the agreement for professional services from McMahon dated August 20, 2015, for a 10-year Capital Improvement Plan in the amount of \$23,800.

Don Voogt departed at 8:45 a.m.

Item VII. New Business, Marketing Package – A marketing package to be used by the City of Menasha's Community Development and Fox Cities Partnership groups was given to the commissioners. The packet highlights information about Menasha Utilities and WPPI Energy; rate schedules along with comparisons, available grants/credits; and efficiency and incentive programs.

CVMIC Liability Renewal Package – General Manager Krause presented the two-year general liability renewal package from Cities and Villages Mutual Insurance Company (CVMIC). Pricing for the policy years 2016, 2017, 2018 were included with two options available for the self-insured retention. Option 1 retention set at \$50,000 and option two set at \$75,000.

A motion was made by Comm. Merkes, seconded by Comm. Roush, to approve the renewal with CVMIC for policy years 2016 for \$27,403, 2017 for \$27,699, and 2018 for \$28,391 as outlined in Option 1, Self-Insured Retention of \$50,000.

General discussion ensued regarding minimal increases to premiums over the past few years and excess funds being returned to members in the form of dividends.

A motion was made by Comm. Merkes to amend the previous motion to include dividend Option #1 to pay all dividends to the community on March 1, 2016. Comm. Roush seconded the motion for discussion.

Motion to amend carried on roll call 5-0.

The motion, as amended, carrier on roll call 5-0.

1000 Brighton Drive – A proposal forwarded from the Common Council to add a bench and stabilize the shore wall in order to enhance public access to the waterfront at 1000 Brighton Drive was discussed. Staff did not anticipate any interference with the current canal circulation discharge system or possible deep water intake site.

The Commission instructed General Manager Krause to forward the information to the Common Council noting that Menasha Utilities has no objections to the proposal.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The July report was discussed.

Customer Service Manager Maurer updated the Commission on an Industrial Customer's past-due account. The Commission will address the issue at the September Commission meeting if the customer has not made satisfactory payment toward the debt.

July Financial and Project Status Reports – Electric consumption was higher than budget by 1.2%; the cost of power was 11.8% lower than budget with the trend expected to continue next month; and revenues are less than budget by \$281,000 mainly due to negative pass-through rates, however, Net Operating Income is higher than budget because of lower operating expenses.

Water usage was down 13.2% compared to budget; this was offset by lower than budgeted operating expenses. System losses appear to be cyclical and continue to be monitored by staff.

A graph was added to the Telecommunications Utility report that outlines the difference in expenses since changing to Wiscnet.

After discussion, the Commission accepted the July Financial and Project Status Reports as presented.

Project Reports, Water Plant projects – A response was sent to the DNR regarding questions to the Source Water Study along with pricing to purchase raw water from Appleton; management is waiting on the DNR's reply. There may be a possible budget increase to McMahon for help with setting up procedures for unidirectional flushing.

Metering Practice & Plan – Progress continues on service rewiring in order to maintain set standards; staff is working with Kaukauna, the Paper Council and several Industrial customers on the coincident rider with the PSC.

Item IX. No one from the Gallery was heard on any topic of public concern to the Utility.

Item X. The motion by Comm. Allwardt, seconded by Comm. Merkes, was unanimously approved to adjourn at 9:30 a.m.

By: MARK L. ALLWARDT
President

ROY KORDUS
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

MEETING MINUTES
WAVERLY SANITARY DISTRICT
August 6, 2015
District Office - N8722 County Rd. LP

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, Financial Advisors Dave Wagner and Jon Cameron from Ehlers

3) **APPROVAL/ACCEPTANCE OF 7/23/15 MEETING MINUTES:** MOTION (DLK¹/JJB²) to approve minutes. Motion carried 3-0.

4) **RECEIPT ACKNOWLEDGEMENT/APPROVAL/ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS AND BUDGET COMPARISONS:** MOTION (JJB¹/DLK²) to approve financial statements for July. Motion carried 3-0.

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

- Menasha Utilities Service Acquisition of District's Lift Station #4 Property: Nothing new to report.
- Acct #126: RWK reported waiting to hear if Calumet County was able to make contact with resident.

6) **MONTHLY WATER SAMPLE TESTS' RESULTS:** RWK reported five samples taken on 7/15/15 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.

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

- Future Lift Station #6:
 - Financing options for Sanitary Sewer/Water Main Extensions and Lift Station from Ehlers: Both Dave and Jon provided information and answered questions regarding scope of services, basic options for financing, and methods of assessments and tax levies. MOTION (DLK¹/JJB²) to hire Ehlers to get things started. Motion carried 3-0.
 - Sewer Service Area Amendment: MOTION (JJB¹/DLK²) to authorize M&E to move forward with application. Motion carried 3-0.
 - Reconsider Motion made June 2, 2015: Motion stated Waverly Sanitary District would "not participate in the Village of Harrison's assessment proceedings and/or levying/collecting special assessments within the Village of Harrison". MOTION (DLK¹/JJB²) to rescind motion. Motion carried 3-0.
 - Project Discussion/Status Report: SCM reported wetland delineation is complete, archeological report received, navigability complete and survey work is in progress. Work will begin on the sewer service area amendment application.

- Sonny Drive Extension East of Black Oak (2nd): SCM reported main construction was completed. Cleaning, testing, televising and record drawings, etc. still in progress. Project should be ready for approval at September meeting.

9) GENERAL CONSTRUCTION STATUS (INDIVIDUAL DEVELOPER FUNDED PROJECTS)

- North Shore Apartments (Harrison Apts) Phase I: Nothing new to report.
- North Shore Apartments (Harrison Apts) Phase II & III: SCM reported project ongoing.
- Ponds of Menasha – Phase 2: SCM reported project is complete. Villa Way completed in gravel state and recommended approval conditional on installation of chimney seals, hydrant flags and payment of final engineering costs. MOTION (DLK¹/JJB²) to conditionally accept Ponds of Menasha project with conditions met. Motion carried 3-0.

10) NEW BUSINESS

- Next meeting is Thursday September 3, 2015 (8:00am) at District Office.

11) OFFICE REPORT

- CMG reported there were 27 residential and eight commercial connections in July compared to 51 residential and one commercial in July 2014. Title companies have been notified of WSD change in fees for real estate inquiries.
- Neenah Menasha Sewerage Commission Future Amendment to the Ordinance Contract: CMG reported amendment is in process to remove the industrial users from the ordinance contract. More information is expected.

12) FIELD REPORT

- RWK reported a water leak found in lateral on Firelane 9. Property owner is cooperating to have it repaired and understands their portion of responsibility. Replacement window for broken shop office window has been ordered. Quotes to replace van will be presented in time for 2016 budget.

13) OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION - Nothing

14) ADJOURNMENT: MOTION (DLK¹/DRB²) to adjourn. Motion carried 3-0. Meeting was adjourned at 9:20am.

Submitted by Penny M. Weir
Administrative Assistant

MARY E. KRUEGER
County Treasurer

DIANA HELLMANN
Deputy Treasurer



^{Don}
^{Greg}
415 JACKSON STREET, PO BOX 2808
OSHKOSH, WISCONSIN 54903-2808

(920) 236-4777
FAX (920) 303-3025
treasurer@co.winnebago.wi.us

Winnebago County

Office of the County Treasurer

The Wave of the Future

September 4, 2015

NOTICE OF COMMENCEMENT OF PROCEEDINGS IN-REM TO FORECLOSE TAX LIENS BY WINNEBAGO COUNTY UNDER WIS. STATS 75.521

TO WHOM IT MAY CONCERN:

Enclosed are copies of the Notice of Commencement of Proceedings In-Rem, the Petition to Foreclose by Proceedings In-Rem and a partial list of the properties being foreclosed.

This letter is being sent to you because our title search indicated that you may have an interest in the properties highlighted on the list.

All of the taxes listed, plus interest, penalties and fees must be paid on or before November 6, 2015, the final redemption date, to stop this foreclosure action. Please contact the Winnebago County Treasurers Office for an exact payoff amount.

DO NOT IGNORE THIS NOTICE. THE COUNTY WILL TAKE OWNERSHIP OF THIS PROPERTY IF THE TAXES ARE NOT PAID BY NOVEMBER 6, 2015.

Call the County Treasurer's Office (920) 236-4777 for the exact amount due.

Sincerely,

Mary E. Krueger
Winnebago County Treasurer

Encl.

RECEIVED

SEP 8 2015

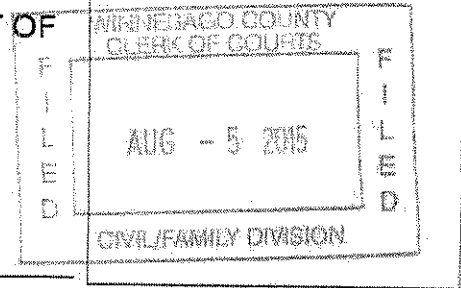
CITY OF MENASHA
BY dg

IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER § 75.521, WIS STATS,
BY WINNEBAGO COUNTY,
LIST OF TAX LIENS FOR 2015,
NUMBER ONE

**NOTICE OF COMMENCEMENT OF
PROCEEDING IN REM TO
FORECLOSE TAX LIENS BY
WINNEBAGO COUNTY**

Case Number: **15 GF 015**

Code Number: **30405**



TAKE NOTICE THAT all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the List of Tax Liens of Winnebago County Being Foreclosed by Proceeding In Rem 2015, Number One, on file in the Office of the Winnebago County Clerk of Circuit Court, dated **August 5, 2015**, and hereinabove set forth, are hereby notified that the filing of such List of Tax Liens in the Office of the Winnebago County Clerk of Circuit Court constitutes the commencement by said Winnebago County of a special proceeding in the Winnebago County Circuit Court to foreclose the tax liens therein described by foreclosure proceedings In Rem, and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of Circuit Court on August 5, 2015. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges, or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said List of Tax Liens are hereby notified that a certified copy of such List of Tax Liens has been posted in the Office of the Winnebago County Treasurer and will remain posted for public inspection up to and including **November 6, 2015**, which date is hereby fixed as the last day of redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said **November 6, 2015**, redeem such delinquent tax liens by paying to the Winnebago County Treasurer the amount of all such unpaid tax liens and, in addition thereto, all interest and penalties that have accrued on said unpaid tax liens computed to and including the date of redemption, plus the reasonable costs that Winnebago County incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under § 75.521(6), Wis Stats.

WINNEBAGO COUNTY BY:

Mary E Krueger
Winnebago County Treasurer

Dated: Mary E Krueger

PUBLICATION DATES:

First Publication: **September 4, 2015**
Second Publication: **September 11, 2015**
Third Publication: **September 18, 2015**

STATE OF WISCONSIN }
COUNTY OF WINNEBAGO }

This document is a full, true and correct
copy of the original on file of record
in my office and has been compared by me.

Attest: August 5 2015 20____
Melissa O Konrad, Clerk
Cindy Kimmel, Deputy Clerk

SEAL

IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER § 75.521, WIS STATS,
BY WINNEBAGO COUNTY,
LIST OF TAX LIENS FOR 2015,
NUMBER ONE

**PETITION AND LIST OF TAX LIENS
OF WINNEBAGO COUNTY BEING
FORECLOSED BY PROCEEDING
IN REM: 2015, NUMBER ONE**

Case Number: **15 GF 015**
Code Number: **30405**

WINNEBAGO COUNTY
CLERK OF COURTS

AUG - 5 2015

CIVIL/FAMILY DIVISION

NOW COMES Winnebago County, a political subdivision of the State of Wisconsin, by Mary E Krueger, Treasurer for Winnebago County, and Attorney John A Bodnar, Corporation Counsel for Winnebago County, and files this List of Tax Liens for Winnebago County for taxes through 2011 inclusive and tax certificates for the years as hereinafter indicated, and alleges and shows the Court as follows:

1. That tax certificates for each of the following described parcels of land have been issued to Winnebago County for delinquent taxes, and two or more years have elapsed since the date of the tax certificates.
2. That Winnebago County is now the owner and holder of tax liens for the years indicated as evidenced by the tax certificates in the attached list.
3. That Winnebago County, by Ordinance adopted on June 15, 1976, has elected to proceed by an action in rem pursuant to § 75.521, Wis Stats, for the purpose of enforcing tax liens in Winnebago County.
4. That said List of Tax Liens of Winnebago County Being Foreclosed by Proceeding In Rem 2015, Number One, made and filed pursuant to the provisions of § 75.521, Wis Stats, is attached hereto.
5. That interest on the principal sum of each tax lien hereinbefore listed is charged at a rate of one (1) percent per month, or a fraction thereof, from February 1 of the year of sale to date of redemption.
6. That all descriptions by lot and block number refer to plats and maps filed in the Office of the Register of Deeds for Winnebago County, Wisconsin.
7. That no municipality other than Winnebago County has any right, title, or interest in the aforescribed lands, tax liens, or proceeds thereof except as noticed herein.

WHEREFORE, Winnebago County petitions for judgment vesting title to each of said parcels of land in Winnebago County in fee simple absolute as of the date of entry of judgment in this action and for judgment barring and foreclosing any and all claims whatsoever of the former owners, their heirs, successors, or assigns, or any person claiming through and under them, and all persons, both natural and artificial, including the state of said lands, since the date of filing the list of Tax Liens in the Office of the Clerk of the Circuit Court for Winnebago County.

LIST OF TAX LIENS OF WINNEBAGO COUNTY
BEING FORECLOSED BY PROCEEDING IN REM 2015 NUMBER ONE

MUNICIPALITY/PARCEL #	INTERESTED PARTIES	TAX YEAR	CERT YEAR	CERT NO.	AMT DUE
704-0795 THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION ELEVEN (11) TOWNSHIP TWENTY (20) NORTH OF RANGE SEVENTEEN (17) EAST, IN THE FOURTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, THENCE S 0° 41' 56" E, 1321.7 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SECTION 11, TO THE NORTHEAST CORNER OF FRACTIONAL GOVERNMENT LOT 2; THENCE N 89° 18' 4" E, 33 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY TRUNK HIGHWAY "P", TO THE PLACE OF BEGINNING; THENCE N 89° 15' 16" E, 121.30 FEET, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 49° 46' 16" W, 157.27 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY TRUNK HIGHWAY "P"; THENCE N 0° 41' 56" W, 100.00 FEET, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF COUNTY TRUNK HIGHWAY "P" TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE WEST 22 FEET TO BE RETAINED FOR HIGHWAY PURPOSES.	SARA J HUOLIHAN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ("MERS") (SOLELY AS NOMINEE FOR LENDER US BANK NA, AND LENDER'S SUCCESSORS AND ASSIGNS) CLERK - CITY OF MENASHA	2011	2012	01271	\$105.35
FIFTH WARD					
705-0027 - 625 First St. LOT SIX (6) OF BLOCK TWENTY-TWO (22) IN THE PLAT OF MENASHA, (TWO ADDITIONS), IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	WARREN R & KATHLEEN A MERKEL A/K/A WARREN MERKEL LAWRENCE J & BETTY J KNOLL CITY OF MENASHA FIRST FEDERAL SAVINGS BANK LA CROSSE - MADISON CLERK - CITY OF MENASHA	2011	2012	01282	\$3,993.79
705-0139 LOT SIX (6) OF BLOCK TWENTY- SEVEN (27), IN THE PLAT OF MENASHA (TWO ADDITIONS), IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	KARL PAUL NIEMUTH II CLERK-CITY OF MENASHA	2009 2010 2011	2010 2011 2012	01354 01426 01286	\$2,526.58 \$2,565.22 \$2,610.48
705-0232 - 632 Second St. LOT 21 OF BLOCK 38 IN THE PLAT OF MENASHA (TWO ADDITIONS), IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	RICHARD & CATHERINE ROBBINS CITY OF MENASHA SURGICAL ASSOCIATES OF NEENAH SC HAND & UPPER EXTREMITY CTR OF N.E. IS LTD FOX VALLEY EMERGENCY MEDICINE SC AFFINITY HEALTH SYSTEM & ST ELIZABETH HOSPITAL INC CREDIT ACCEPTANCE CORPORATION COTTONWOOD FINANCIAL LLC OAKWOOD CAMPSITES BAR & GRILL LLC CLERK - CITY OF MENASHA	2011	2012	01290	\$2,075.85
705-0303 - 878 Second St THE EAST 1/2 OF LOT 19 AND ALL OF LOT 20, EXCEPTING THE EAST 5 FEET, FRONT AND REAR, OF SAID LOT 20, ALL IN BLOCK 41 IN THE PLAT OF MENASHA (TWO ADDITIONS), NOW IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	RICHARD LEMBCKE CLERK - CITY OF MENASHA	2011	2012	01293	\$2,501.52
705-0689 - 933 Marquette St LOT TWELVE (12) OF BLOCK ONE (1) IN REPLAT OF SULLIVANS SUBDIVISION, IN THE FIFTH WARD, CITY OF MENASHA.	PAMELA S SCHWEITZER WELLS FARGO FINANCIAL WISCONSIN ARGENT MORTGAGE COMPANY LLC CLERK - CITY OF MENASHA	2011	2012	01309	\$2,038.97

ORDINANCE: Electing to Proceed Under § 75.521, Wis Stats, In Relation to the Enforcement of the Collection of Tax Liens (Section 3.02 of the General Code of Winnebago County, Wisconsin)

The County Board of Supervisors of the County of Winnebago do ordain as follows:

From and after the 1st day of July, 1976, the County of Winnebago elects to adopt the provisions of § 75.521, Wis Stats, for the purpose of enforcing tax liens in such county in the cases where the procedure provided by such section is applicable.

Submitted by,

PERSONNEL AND FINANCE COMMITTEE

ADOPTED: 6/15/1976

Vote Required for Passage: Majority of Those Present

IN REM 2/ORDINANCE



MEMORANDUM

To: City of Menasha Common Council

From: Peggy Steeno, Administrative Services Director

Date: September 16, 2015

RE: Website Update and Submission of Photos for the New Website

As a follow-up to the presentation I provided at the Council Meeting on September 8, 2015, I am letting you know that we did not receive any comments or requests for changes regarding the 'Style Tile' that was presented at that meeting. As such, we have given our business partner, Revize, the go ahead to proceed with the draft design of the new home page, answering affirmatively to the questions of, "Does this combination of design choices feel like a good direction for the City of Menasha?" and "Does the 'Style Tile' evoke the correct tone that we want to present to our website visitors?".

As a reminder, to date we have completed the following:

- Initial analysis of the existing website,
- Citywide survey with regard to the current website as well as feedback on what should be included and highlighted in the new website,
- Design Questionnaire for the new website,
- On-site, pre-design meetings between Departments and Revize, and
- Approval of the 'Style Tile'.

The next step in the process, a draft design of the new home page and internal pages, is being worked on at this time.

In addition, as suggested at the September 8, 2015 Council meeting, there is a link to the following email address, cityofmenashaphotos@ci.menasha.wi.us, on the City's existing website, for community members to submit photos that they have that could potentially be used for the new website. It is important to note that the photos need to be high quality photos with no copyright restrictions. The link will remain active through October 16, 2015.

Please let me know if you have questions or would like additional information on the design of the new website. And, I will continue to keep you up to date on the progress of the new site.



MEMORANDUM

DATE: September 15, 2015
TO: Common Council
FROM: Debbie Galeazzi, City Clerk
SUBJECT: Parliamentary Procedure Seminar-October 19, 2015

We are pleased to announce that Dan Hill, Local Government Specialist with UW-Extension's Local Government Center, will be holding a Parliamentary Procedure seminar on Monday October 19 from 5:00-6:00pm at the Menasha Library in Company E Room. This is a good seminar for seasoned and new Council members to attend. The Council meeting scheduled for that night will start at 6:30pm to allow Council members to attend.

Members of City boards, commissions and committees are also being invited to attend this seminar.

Please let me know if you will or will not be attending so we have an accurate count for the handouts.

Menasha Historical Society

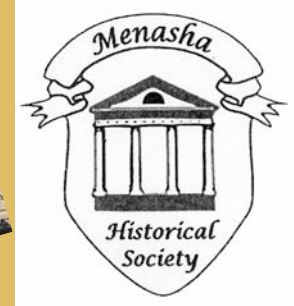
What's old is new again

Fall 2015

Tayco Street Bridge Museum welcomes visitors.

Thought to be one of the smallest museums in the state, the Tayco Street Bridge Museum has been a wonderful addition to the historic properties that have welcomed visitors to Menasha.

The museum boasts the history of the canal and river that run through downtown Menasha. Photos from times past and even of the bridge's collapse in the late 80's express the importance of the bridge and the bridge tenders that have sat at the controls. The Racine Street Bridge tender now controls the bridge. There are hopes of opening another of the towers to the public in the near future. There is a bench, created from the previous bridge's decking, in front of the museum dedicated to the memory of William Herziger and all other bridge tenders.



Resource Center Hours and Information Requests

The Resource Center and Board is operated by volunteers who will attempt to make time for tours, *by appointment only*.

We request that you have a group of no less than 5 for tours.

Please be patient awaiting responses to inquiries for historic data and other requests.

If you would like to volunteer and assist, please contact us.

Upcoming Program: Annual Pot Luck Lunch and Program

Please join us Thursday, **September 10th** for our annual potluck lunch gathering. There will be a program:

Park Street Revisited 1954-1984. Presented by: Caryl Herziger

Time: NOON

(Program will begin promptly at 12:45pm)

Place: Memorial Building/Resource Center

What to bring: Yourself, spouse or friend and a dish to pass if you like.

- The Historical Society Board will provide the base foods/drinks for the meal.
- For more information, contact the Historical Society at 920-840-4373



Future Events:

October Tour:

We will take a road trip to tour the Neenah Historical Society's Civil War Exhibit on Thursday, October 8th at 6:30pm. We will meet at the Octagon House. Address: 343 Smith Street, Neenah WI 54956.

December Program:

The annual Christmas Dinner and Program will be held on Thursday December 10th at Waverly Beach for \$22

Social hour will begin at 5pm
Dinner following at 6pm.

***Program at 7pm.**

* Program details to be released soon.

The Foodie Corner

Potato Salad

(Excerpt from '1898 Menasha Cook Book')

10 cold boiled potatoes sliced very thin

3 stalks of celery

3 cucumbers

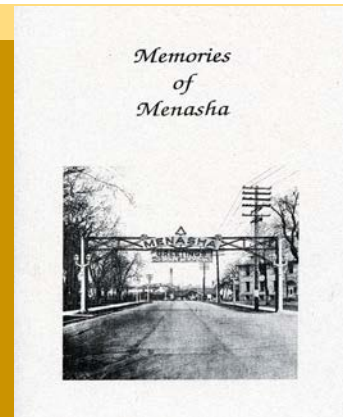
6 boiled eggs

Arrange as follows:

Layer of potatoes, cucumbers and celery,
then the eggs and one onion grated over the
top. Cover with salad dressing.

Ms. S. Bullard

If you have an interest in submitting an article for our newsletter, please contact us at the email provided below.



Memories of Menasha

This book was created by the Menasha Historical Society as well as many other community members and leaders. We are collecting stories for a second printing. Please ask your family and friends to submit any funny, factual or fantastical stories for consideration. We have currently not set a deadline, but would like to gather as much information over the next 6 months as possible.

FYI: The caboose has seen many visitors over the summer and we are pleased to announce that the City of Menasha has budget plans to replace the roof on the shelter in 2016. Thank you to all of you who have aided in our endeavor of the renovations and also those who have toured the beauty of the history of the caboose.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
TUESDAY, September 8, 2015
MINUTES

- 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 Taylor, Langdon, Keehan, Zelinski, Spencer, Benner, Nichols
EXCUSED: Alderman Krautkramer
ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, Clerk Galeazzi.
DEPT. HEADS EXCUSED: PHD McKenney, LD Lenz
- D. PUBLIC HEARING
None
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
No one spoke.
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Mayor Merkes - Appleton Expo Center Presentation.
Mayor Tim Hanna, Karen Harkness and Ben LaFrambois talked about the Fox Cities Exhibition Center Project. They will be asking communities in the Fox Valley to enter into an intergovernmental agreement and adopt a new hotel room tax ordinance. They answered questions from the Council.
 2. [ASD Steeno - Presentation of the 'Style Tile' for the new City Website.](#)
ASD Steeno presented the first phase of the new City website. General questions and answers ensued.
 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Board of Public Works, 08/17/15.](#)
 - b. [Committee on Aging, 07/09/15.](#)
 - c. [Landmarks Commission, 08/12/15](#) and [08/25/15.](#)
 - d. [Library Board, 08/20/15.](#)
 - e. [Library Board Special Meeting, 8/27/15.](#)
 - f. [NMFR Joint Finance and Personnel Committee, 09/02/15.](#)
 - g. [Plan Commission, 08/18/15.](#)
 - h. [Sustainability Board, 08/20/15.](#)
 - i. [Water and Light Commission, 07/22/15.](#)Communications:
 - j. [Wisconsin Department of Administration to Clerk Galeazzi, 08/10/15; Preliminary Estimate of January 1, 2015 Population.](#)
 - k. [City of Kaukauna et al. vs. Village of Harrison, Circuit Court Case No. 2013CV159, Appellate Case Number 2014AP2828.](#)
 - l. [Lemon Love Limes Downtown Art.](#)
 - m. [Elisha D. Smith Public Library 2015 Annual Report.](#)
 - n. [ASD Steeno - 2015 Equalized Values.](#)
 - o. [2016 Budget Review Session Dates.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to receive Minutes and Communications A-O.
General discussion ensued on Comm. K (City of Kaukauna vs Village of Harrison);
Comm. N (2015 Equalized Values); Comm. O (2016 Budget Review Session Dates).
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. [Special Common Council, 08/17/15.](#)
2. [Common Council, 08/17/15.](#)

Board of Public Works, 08/17/15 – Recommends the Approval of:

3. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$63,405.26 \(Payment No. 4\).](#)
4. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Street; Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$89,918.07 \(Payment No. 4\).](#)

Plan Commission, 08/18/15 – Recommends the Approval of:

5. [Certified Survey Map – 1049 Brighton Drive.](#)
6. [Easement for Trail Extension from Oak Park Place to Barker Farm Park.](#)

NMFR Joint Finance and Personnel Committee, 09/02/15 – Recommends the Approval of:

7. [The 12/31/14 Cost Distribution Formula for budget year 2016 with the City of Neenah's share being 60.01% and the City of Menasha's share being 39.99%.](#)

Moved by Ald. Benner seconded by Ald. Taylor to approve Consent Agenda items 1-7.
Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

None

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 08/20/15 to 09/03/15 in the amount of \\$5,639,380.04.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.
Motion carried on roll call 7-0.

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

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo date 9/2/15.
Motion carried on roll call 7-0.

Moved by Ald. Nichols seconded by Ald. Keehan to deny beverage operator's license for Kakesha Bradley as she does not meet the criteria under the Guidelines for Operator Licenses.
Motion carried on roll call 7-0.

3. [Third Street/Brighton Drive Greenspace Alterations.](#)

Moved by Ald. Benner seconded by Ald. Keehan to approve the Third Street/Brighton Drive Greenspace Alterations.

General discussion ensued on the parcel being designated as park property; who will be responsible for maintaining the property; the bench and concrete walk to be installed; other dead-end parcels in the City; Jefferson Park Master Plan.

There was unanimous consent to hear from Tom Grade, 999 Brighton Drive. Mr. Grade explained most residents in the area support the alteration and help maintain the property.
Motion carried on roll call 7-0.

4. [Approval to Accept and Spend \\$10,840 in Wisconsin Department of Health Services \(DHS\) Centers for Disease Control and Prevention \(CDC\) Public Health Emergency Preparedness Supplemental Ebola Funding.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve to accept and spend \$10,840 in Wisconsin Department of Health Services (DHS) Centers for Disease Control and Prevention (CDC) public Health Emergency preparedness Supplemental Ebola Funding.

Motion carried on roll call 7-0.

5. [Offer to Purchase - 320 Chute Street, Menasha.](#)

CDD Keil explained the offers and counters for the purchase of part of the parking lot. The final counter offer was for \$290,000. Some of the terms of the offer are time sensitive.

General discussion ensued on long term maintenance agreement instead of purchasing property; City's obligation to provide parking in accordance with development agreement with McClone Downtown Development; staff discuss parking situation with developers of office tower and parking ramp.

Moved by Ald. Taylor seconded by Ald. Zelinski to table Offer to Purchase and direct staff to ask developer of office building and parking ramp to help out financially with additional parking.

Motion carried on roll call 4-3.

Ald. Taylor, Langdon, Zelinski, Spencer voted yes. Ald. Nichols, Keehan, Benner voted no.

6. [Ground Lease Agreement - Broad Street Parking Lot. \(As recommended by Plan Commission\)](#)

CA Captain provided a revised copy of the Ground Lease Agreement. She explained the changes to the revised agreement.

General discussion ensued on terms of the Ground Lease Agreement; include holidays as part of when parking structure is used for public parking; insurance requirements for lessee and lessor.

No Action taken.

7. [A Request to Vacate a Portion of Midway Crossing.](#)

CDD Keil explain the request of BFT investments to vacate a portion of Midway Crossing for future development.

There was unanimous consent to hear from Bob Drifka, of BFT Investments. Mr. Drifka explained he has an Offer to Purchase on 7.75 acres of the vacant land in the Midway Crossing Development for the construction of a Festival Foods Grocery Store. Vacating a portion of Midway Crossing would help with the development.

Moved by Ald. Taylor seconded by Ald. Keehan to approve request to vacate a portion of Midway Crossing.

Motion carried on roll call 7-0.

8. [SunGard \(HTE\) Accounting Software – 5 Year Renewal](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve SunGard (HTE) Accounting Software 5 year renewal.

Motion carried on roll call 7-0.

9. [Approval of the three year plan to implement replacement of HPS street lighting with LED.](#)

Mayor Merkes stated the City would see a net savings of approximately \$709,000 over a 15 year period by replacing HPS with LED lighting.

Moved by Ald. Taylor seconded by Ald. Keehan to approve the three year plan to implement replacement of HPS street lighting with LED.

Motion carried on roll call 7-0.

10. [Request to Approve Todd Drew, RS Environmental Attendance at the Integrated Foodborne Outbreak Response and Management \(InFORM\) Conference if Funding Application from the National Environmental Health Association \(NEHA\) is Approved.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve Todd Drew, RS Environmental, attendance at the Integrated Foodborne Outbreak Response and Management (InFORM) Conference if funding application from the National Environmental Health Association (NEHA) is approved.

Motion carried on roll call 7-0.

11. [Police Elementary School K-9 \(Facility Dog\).](#)

PC Styka and Officer Jeff Jorgenson explained the idea of a therapy dog to help in the schools and community during tense situations. The organization Canine Companions for Independence (CCI) offers a therapy dog program. There is an interview process required before a therapy dog is placed. Funds are being requested for Officer Jorgenson to travel to Ohio for the interview. If the City is selected to receive a therapy dog, the cost for training Officer Jorgenson and care of the dog would be included in the 2016 Police Department budget. There is no cost for the therapy dog.

Moved by Ald. Nichols seconded by Ald. Keehan to support and authorize Officer Jeff Jorgenson to travel to Ohio in October 2015 to participate in an interview with Canine Companions for Independence (CCI) for the purpose of continuing the exploratory process of obtaining a police facility dog.

Motion carried on roll call 7-0.

12. [Police Patrol K-9 Proposal.](#)

PC Styka and Officer Adam Miller introduce K-9 Apollo. Officer Miller and Apollo were partners at a previous police department. Officer Miller purchased Apollo when he left the previous department. Officer Miller is offering to have Apollo join the Menasha Police Department as another K-9. Officer Miller and Apollo would again be partners. Officer Miller is willing to fundraise to cover the cost of a vehicle, equipment and other additional expenses.

Moved by Ald. Keehan seconded by Ald. Nichols to permit Officer Adam Miller to fundraise for a police vehicle, equipment and wage differential for the purpose of having K-9 Apollo join the Menasha Police Department.

Motion carried on roll call 7-0.

J. HELD OVER BUSINESS

None

K. ORDINANCES AND RESOLUTIONS

1. [O-15-15 – An Ordinance Amending Title 10, Chapter 1 of the Code of Ordinances, \(Parking Regulations\) \(Recommended by the Board of Public Works\).](#)

Moved by Ald. Taylor seconded by Ald. Keehan to adopt O-15-15 An Ordinance Amending Title 10, Chapter 1 of the Code of Ordinances (Parking Regulations).

Motion carried on roll call 7-0.

2. [R-31-15 A Resolution Acknowledging Review of City of Menasha 2014 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208 \(Introduced by Ald. Krautkramer\) \(Recommended by the Board of Public Works\).](#)

Moved by Ald. Taylor seconded by Ald. Keehan to adopt R-31-15 A Resolution Acknowledging Review of City of Menasha 2014 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208.

Motion carried on roll call 7-0.

L. APPOINTMENTS

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)

No one spoke.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 9:33 p.m.

Motion carried on voice vote.

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

STREET USE APPLICATION

Event: Homecoming Parade
 Sponsored by: Menasha High School
 Responsible Person: Rick Grable
 Address: 420 7th St.
Menasha WI 54952
 Email Address: GrableR@msd.k12.wi.us Phone: 920-967-1803
 Street Route: (see attached)
 Description of Use (attach map)

Street Use Date: October 2, 2015
 Start Time: 5:30
 End Time: 6:15
 Number of Units: 20
 (Parades)

Liability Insurance: This event is covered by the amount of \$5,000,000. The City of Menasha is not responsible for the additional insurance. The City of Menasha is not responsible for the additional insurance.
 Community Assurance Corp. Policy No. SG122213

Date: 4/15/15 Applicant's Signature: Rick Grable RGS

Pay attention to the application. The City of Menasha will be responsible for the application. The City of Menasha will be responsible for the application.

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.

Scheduled Park & Recreation Board Review Date: _____

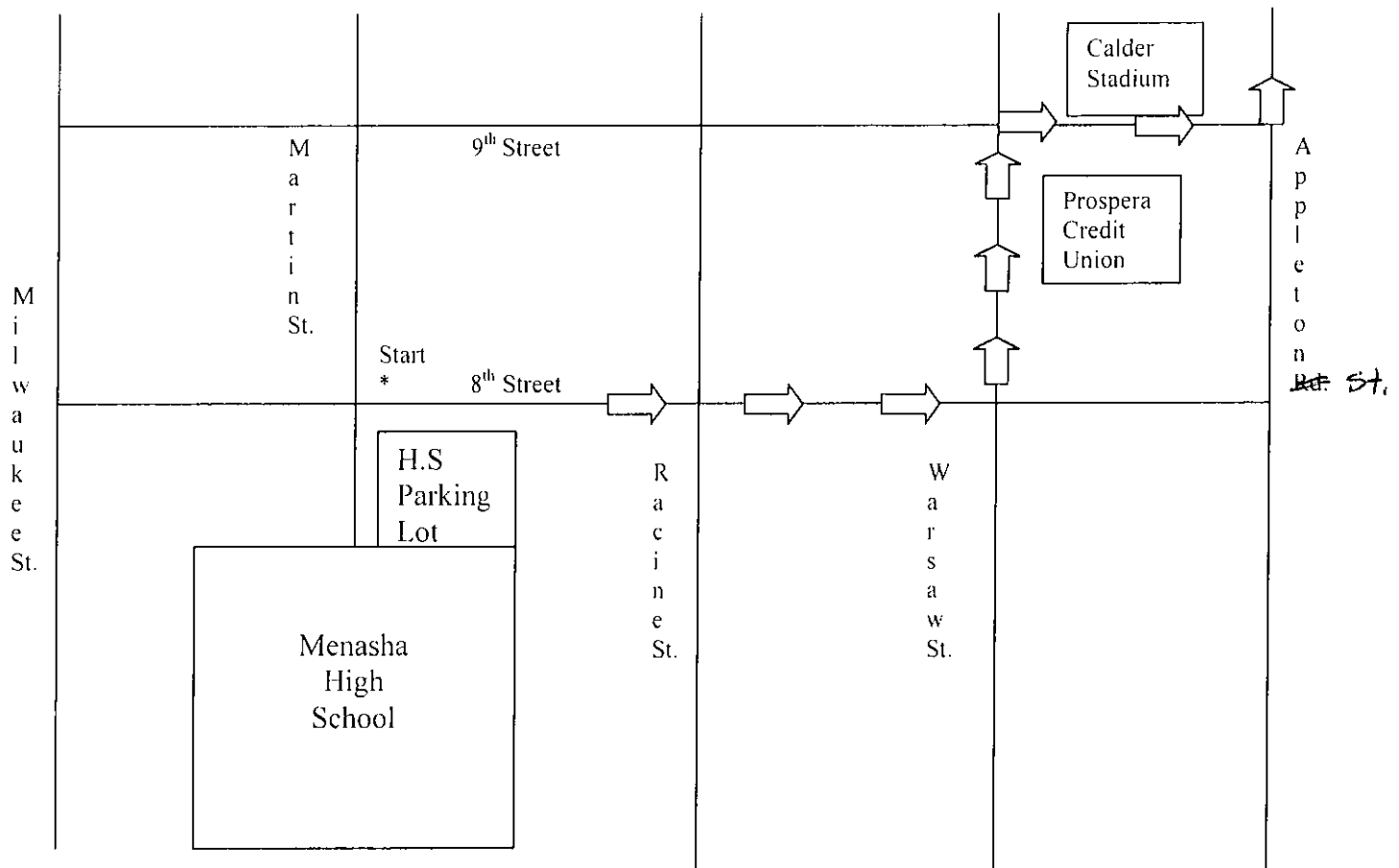
Not Required: ☒ Approved: _____ Denied: _____

Scheduled Common Council Review Date: 9-21-15

Approved: _____ Denied: _____

APPROVAL:

Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR City Attorney AC



HOMEcoming PARADE DIRECTIONS

PARADE STARTS AT 5:45 P.M.

- *Start at the corner of Martin St. and 8th St. (By the H.S. Parking Lot).
- *Cross over Racine St.
- **Turn left on Warsaw St.
- *Turn right on 9th St. (By Prospera Credit Union)
- *Turn left on Appleton Rd.
- *This road leads into Calder Stadium

**** Please put “No Parking” signs on Appleton Street from 9th Street to Calder Stadium. To be picked up by Menasha Joint School District Maintenance after parade and delivered to city garage on Monday, October 5, 2015.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. PW 101 East Grand Ave. Suite #11 Port Washington WI 53074		CONTACT NAME: Cynthia Cook PHONE (A/C, No., Ext): 262-376-3251 E-MAIL ADDRESS: cindy.cook@ansay.com FAX (A/C, No.): 262-377-3784	
INSURED Menasha Joint School District Brian Adesso PO Box 360 Menasha WI 54952		INSURER(S) AFFORDING COVERAGE INSURER A: Community Insurance Corp INSURER B: Acuity, A Mutual Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
MENAJOI-01		NAIC # 11250 14184	

COVERAGES

CERTIFICATE NUMBER: 585012864

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATION 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SGL22213	7/1/2015	7/1/2016	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$No Aggregate PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		SGL22213	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	F74817	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Homecoming Parade October 2, 2015

CERTIFICATE HOLDER

CANCELLATION

Attn: Carol Schmidt
City of Menasha
150 Main Street
Menasha WI 54952

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia M. Cook

CERTIFICATE OF INSURANCE

ISSUE DATE: 7/20/2015

AEGIS CORPORATION
18550 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53045
TEL: (800) 391-1116
FAX: (262) 783-6091

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.

COMPANIES AFFORDING COVERAGE

INSURED:
Menasha Joint School District
P.O. Box 360
328 Sixth Street
Menasha, WI 54952

COMPANY
LETTER A

COMMUNITY INSURANCE CORPORATION

COVERAGES

THIS IS TO CERTIFY THAT 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 OF 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	LIABILITY GENERAL LIABILITY SCHOOL BOARD E&O AUTOMOBILE LIABILITY ALL OWNED AUTOS HIRED & NON-OWNED AUTOS UNINSURED MOTORISTS	SGL2221315	7/1/2015	7/1/2016	\$5,000,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEM

Certificate Holder is named as an Additional Insured with regard only to the Homecoming Parade held on 10/2/2015.

CERTIFICATE HOLDER:

City of Menasha
150 Main Street
Menasha, WI 54952

AUTHORIZED REPRESENTATIVE

Lori Heacox

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Certificate of Payment

Date: September 3, 2015

Payment Request: 5 (FIVE)

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) \$ 970,408.05

Less Retainage 2.50% \$ 27,108.08

Amount Due \$ 943,299.97

Previous Payments \$ 647,579.62

Amount Due this Payment \$ 295,720.35

Estimate Pay Period 8/13/15 - 9/3/15

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: Mark Radtke Date: 9/3/15

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 5 (FIVE)

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			UNIT PRICE	ITEM TOTAL	QUANTITY	TOTAL
1	4	Remove and Replace Inlet	\$ 2,400.00	\$ 9,600.00	4.00	\$ 9,600.00
2	4	New Inlet	\$ 2,100.00	\$ 8,400.00	4.00	\$ 8,400.00
3	2	RCP Yard Drain	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00
4	2	NDS Yard Drain	\$ 1,100.00	\$ 2,200.00	2.00	\$ 2,200.00
5	38	Remove and Replace 12" Class IV RCP Inlet Lead	\$ 39.00	\$ 1,482.00	30.00	\$ 1,170.00
6	12	6" PVC Storm Inlet Lead	\$ 23.00	\$ 276.00	8.00	\$ 184.00
7	70	8" PVC Storm Inlet Lead	\$ 28.00	\$ 1,960.00	50.00	\$ 1,400.00
8	126	12" PVC Storm Sewer	\$ 33.00	\$ 4,158.00	100.00	\$ 3,300.00
9	76	12" Class IV RCP Storm Sewer	\$ 39.00	\$ 2,964.00	50.00	\$ 1,950.00
10	975	4" Under Pavement Drain	\$ 12.00	\$ 11,700.00	821.00	\$ 9,852.00
11	36,901	Pavement / Base Pulverizing	\$ 0.42	\$ 15,498.42	36,901.00	\$ 15,498.42
12	3,255	Unclassified Excavation/Pulverized and Shoulder Material	\$ 7.50	\$ 24,412.50	3,255.00	\$ 24,412.50
13	2,350	Unclassified Excavation	\$ 8.00	\$ 18,800.00		
14	2,326	Geogrid	\$ 2.00	\$ 4,652.00	2,326.00	\$ 4,652.00
15	303	1 1/4" Crushed Dense Aggregate Base Course Placement	\$ 7.25	\$ 2,196.75	303.00	\$ 2,196.75
16	957	3" Crushed Dense Aggregate Base Course Placement	\$ 6.25	\$ 5,981.25	957.00	\$ 5,981.25
17	410	Pulverized Stone Placement	\$ 10.00	\$ 4,100.00	410.00	\$ 4,100.00
18	41,305	Fine Grading and Compaction	\$ 1.63	\$ 67,327.15	38,812.00	\$ 63,263.56
19	16,308	30" Concrete Curb & Gutter	\$ 9.10	\$ 148,402.80	16,549.00	\$ 150,595.90
20	721	30" Mountable (Roll Back) Concrete Curb & Gutter	\$ 9.50	\$ 6,849.50	600.00	\$ 5,700.00
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	127.00	\$ 27,305.00
23	20	Water Valve Adjustment	\$ 52.50	\$ 1,050.00	2.00	\$ 105.00
24	1,090	Sawcut	\$ 1.00	\$ 1,090.00	800.00	\$ 800.00
25	5,418	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 50.00	\$ 270,900.00	4,684.00	\$ 234,200.00
26	4,213	Asphalt Surface Course Pavement 1 3/4" Thick	\$ 56.25	\$ 236,981.25	3,869.00	\$ 217,631.25
27	15,533	3" Thick Asphalt Driveway Remove and Replace	\$ 2.45	\$ 38,055.85	11,538.00	\$ 28,268.10
28	3,238	6" Concrete Driveway Remove and Replace	\$ 5.05	\$ 16,351.90	2,884.00	\$ 14,564.20
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	78.38	\$ 395.82
33	14,408	Lawn and Terrace Restoration	\$ 5.40	\$ 77,803.20	11,751.00	\$ 63,455.40
34	1	Railroad Flagging	\$ 4,600.00	\$ 4,600.00	0.75	\$ 3,450.00
35	1	Clearing and Grubbing	\$ 2,500.00	\$ 2,500.00	1.00	\$ 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	0.75	\$ 4,875.00
38	1	Traffic Control	\$ 11,090.00	\$ 11,090.00	0.75	\$ 8,317.50
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	0.75	\$ 20,625.00
TOTAL BASE BID (ITEMS 1-39)				\$ 1,084,323.12		\$ 951,608.05
Alternate Bid A						
1A	2,350	Unclassified Excavation Including Separation	\$ 8.00	\$ 18,800.00	2,350.00	\$ 18,800.00
Total Alternate Bid (Item 1A)				\$ 18,800.00		\$ 18,800.00
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		
Total Alternate Bid (Items 1B-2B)				\$ 39,315.00		\$ -
TOTAL CONTRACT BASE BID PLUS ALTERNATE BIDS						\$ 970,408.05



Memorandum

DATE: September 3, 2015

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2016

As it has for the past several years, Winnebago County will again lead an effort among the County's consortium communities to qualify for the DNR Recycling Consolidation Grant. This grant results in additional recycling funds for the involved communities beyond our regular state recycling grant.

This year's agreement focuses on the 2015 Tri-County Recycling Guide joint education effort. Winnebago, Brown and Outagamie Counties have collaborated on the production of the Recycling Guide and the member communities have cooperated through the distribution of the Recycling Guide to its residents. I recommend approval of the intergovernmental agreement.

Enclosure

M:\word\BPW memo re recycling consolidation grant_9-3-15.docx

**Intergovernmental Agreement To Satisfy Eligibility for Recycling Consolidation Grant for
Calendar Year 2016**

This agreement is made by and between the Cities of Menasha and Omro, the Village of Winneconne, and Towns of Algoma, Black Wolf, Clayton, Menasha, Neenah, Nekimi, Omro, Vinland, Winneconne, Winchester and Wolf River, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2016 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens, and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Winnebago County works cooperatively with Brown and Outagamie Counties on its single stream recycling program, including education, and collaborated to produce the 2015 Tri-County Recycling Guide; and

WHEREAS the Tri-County Recycling Guide strives to provide comprehensive information on recycling dos and don'ts, 10 steps to recovering recycling, recycling plastic bags, electronics recycling, composting, medication disposal, household hazardous waste management and specific disposal outlets in Winnebago County for sharps, used oil, yard waste and electronics; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document,

IT IS THEREFORE AGREED THAT the above listed RUs have and will, distribute and make available to its residents the 2015 Tri-County Recycling Guide, recognizing additional and consistent education will reduce contamination and improve recycling, enabling the processing and marketing of these recyclables in the most efficient, cost effective manner possible.

SIGNATURE

TITLE

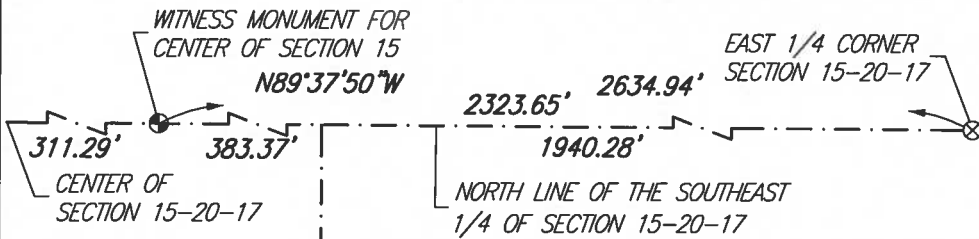
MUNICIPALITY

DATE

CERTIFIED SURVEY MAP NO. _____

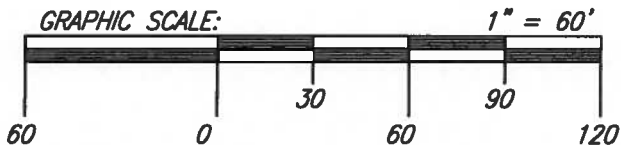
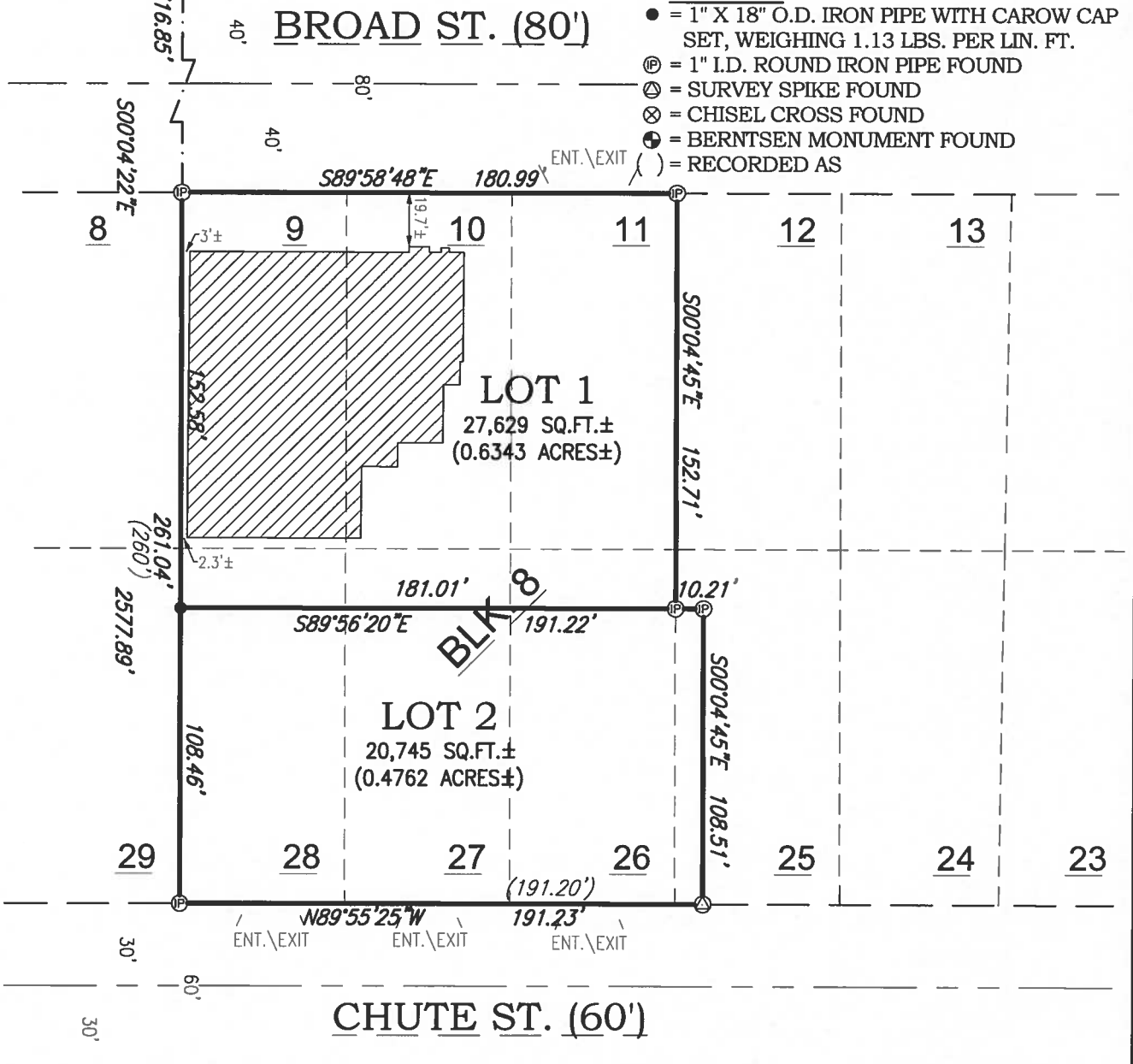
BEING ALL OF LOTS 9, 10, 11, 26, 27 AND 28 AND PART OF LOT 25, ALL IN BLOCK 8 IN THE PLAT OF MENASHA TWO ADDITIONS, SECOND WARD, PER THE ASSESSOR'S MAP OF THE CITY OF MENASHA, LOCATED IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.

OWNERS OF RECORD:
BDD & G HOLDINGS OF
APPLETON, LLC
PARCEL ID: 720010900



LEGEND:

- = 1" X 18" O.D. IRON PIPE WITH CAROW CAP SET, WEIGHING 1.13 LBS. PER LIN. FT.
- Ⓟ = 1" I.D. ROUND IRON PIPE FOUND
- ⊙ = SURVEY SPIKE FOUND
- ⊗ = CHISEL CROSS FOUND
- ⊕ = BERNTSEN MONUMENT FOUND
- () = RECORDED AS



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

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DR., P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A997.80-15 DATED: 9-11-2015
DRAFTED BY: (cep RDD)

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOTS 9, 10, 11, 26, 27 AND 28 AND PART OF LOT 25, ALL IN BLOCK 8 IN THE PLAT 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.

SURVEYOR’S CERTIFICATE:

I, ROBERT F. REIDER, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOTS 9, 10, 11, 26, 27 AND 28 AND PART OF LOT 25, ALL IN BLOCK 8 IN THE PLAT 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, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 15; THENCE N89°37’50”W, 1940.28 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 15; THENCE S00°04’22”E, 2316.85 TO THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 8 AND THE POINT OF BEGINNING; THENCE S89°58’48”E, 180.99 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF BROAD STREET TO THE EAST LINE OF LOT 11 OF SAID BLOCK 8; THENCE S00°04’45”E, 152.71 FEET ALONG SAID EAST LINE AND THE EAST LINE OF LOT 26 OF SAID BLOCK 8; THENCE S89°56’20”E, 10.21 FEET; THENCE S00°04’45”E, 108.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHUTE STREET; THENCE N89°55’25”W, 191.23 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE WEST LINE OF LOT 28 OF SAID BLOCK 8; THENCE N00°04’22”W, 261.04 FEET ALONG SAID WEST LINE AND THE WEST LINE OF LOT 9 OF SAID BLOCK 8 TO THE POINT OF BEGINNING.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF THE CITY OF MENASHA, ATTENTION: GREG KEIL, 140 MAIN ST., MENASHA, WISCONSIN 54952.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE CITY OF MENASHA.

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A997.80-15 (RFR) 9-11-2015

TREASURER’S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

CITY TREASURER DATED _____ COUNTY TREASURER DATED _____

COMMON COUNCIL RESOLUTION:

WE HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA ON THIS _____ DAY OF _____, 20____.

MAYOR DATED _____ CLERK DATED _____

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOTS 9, 10, 11, 26, 27 AND 28 AND PART OF LOT 25, ALL IN BLOCK 8 IN THE PLAT 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.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

BDD & G HOLDINGS OF APPLETON, LLC., AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

BDD & G HOLDINGS OF APPLETON, LLC., DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.235.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF MENASHA.

IN WITNESS WHEREOF, THE SAID, BDD & G HOLDINGS OF APPLETON, LLC. HAS CAUSED THESE PRESENT TO BE SIGNED BY RICHARD J. BATLEY, MEMBER ON THIS _____, DAY OF _____, 20____.

IN THE PRESENCE OF:

BDD & G HOLDINGS OF APPLETON, LLC.

RICHARD J. BATLEY, MEMBER

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,
RICHARD J. BATLEY, MEMBER OF THE ABOVE NAMED BDD & G HOLDINGS OF APPLETON, LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MEMBER OF SAID BDD & G HOLDINGS OF APPLETON, LLC., AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID BDD & G HOLDINGS OF APPLETON, LLC., BY ITS AUTHORITY,

NOTARY PUBLIC
MY COMMISSION EXPIRES _____.

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DRIVE P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A997.80-15 (RFR) 9-11-2015

SHEET 3 OF 3 SHEETS

City of Menasha Disbursements

Weekly Accounts Payable	9/10/15-9/17/15	\$	449,963.13
	Checks # 51249-51405		

Bi-Weekly Payroll	9/17/15	\$	179,591.91
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Additional Regular Cycle Accounts Payables -Paid Electronically

Nationwide Retirement	9/4/15	\$	11,717.50
BMO Harris-Flex Spending	9/4/15	\$	3,527.27
Farm Fresh Market Charges	9/5/15	\$	37.67
Federal Tax Withholding	9/9/15	\$	69,753.05
Delta Dental	9/9/15	\$	2,794.15
Returned Check	9/10/15	\$	537.00
Delta Dental	9/16/15	\$	1,519.00
Community First Credit Union-Payroll Deductions	9/17/15	\$	5,479.00
Nationwide Retirement	9/17/15	\$	11,427.50
BMO Harris-Flex Spending	9/17/15	\$	3,635.03
		\$	<u>110,427.17</u>
Total		\$	<u><u>739,982.21</u></u>

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

9/17/15
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: 9/10/2015

Date: 9/10/2015

<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	51249	9/10/2015	1512139	731-1022-541.30-18	83.06	Supplies
		9/10/2015	1512250	731-1022-541.30-15	80.00	High Speed Grinder
		9/10/2015	1512256	731-1022-541.30-18	84.06	Supplies
		9/10/2015	1512460	731-1022-541.30-18	96.42	Supplies
		Total for check: 51249			343.54	
AIRGAS USA LLC	51250	9/10/2015	9042533037	731-1022-541.30-18	193.47	Acetylene
		Total for check: 51250			193.47	
ALL-SPORT TROPHY	51251	9/10/2015	49873	100-0702-552.30-18	116.00	Awards
		9/10/2015	49975	100-0702-552.30-18	56.00	Awards
		Total for check: 51251			172.00	
APPLETON TROPHY & ENGRAVING	51252	9/10/2015	62529	100-0702-552.30-18	192.50	Plaque
		Total for check: 51252			192.50	
CITY OF APPLETON	51253	9/10/2015	226699	100-0302-542.25-01	13,952.00	September Valley Transit
		9/10/2015	226757	100-0918-531.21-06	500.00	Preparedness Agreement
		Total for check: 51253			14,452.00	
ASCAP	51254	9/10/2015	ASCAP	100-0702-552.32-01	10.64	License Fee
		Total for check: 51254			10.64	
ASHLAND COUNTY CLERK OF COURTS	51255	9/10/2015	ASHLAND	100-0000-201.03-00	508.20	Bond
		Total for check: 51255			508.20	Report #15-2868
RON MILLER	51256	9/10/2015	211	100-0906-531.20-05	400.00	Corny Community Walk
		Total for check: 51256			400.00	

AP Check Register

Check Date: 9/10/2015

Date: 9/10/2015

<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>
BRUCE MUNICIPAL EQUIPMENT INC	51257	9/10/2015	5152592	731-1022-541.38-03	1,299.51	Conveyor Belt/Parts
			Total for check: 51257		1,299.51	
CAREW CONCRETE & SUPPLY CO INC	51258	9/10/2015	1011334	625-1003-541.30-18	22.50	EXJ 1/2" X 8" X 5'
				100-1004-541.30-18	22.50	EXJ 1/2" X 8" X 5'
			Total for check: 51258		45.00	
CARLSON, KOREY	51259	9/10/2015	CARLSON/OVERPAY	100-0000-441.24-00	55.00	Overpaid
			Total for check: 51259		55.00	
COCA-COLA REFRESHMENTS	51260	9/10/2015	3578038916	100-0704-552.30-17	60.00	Concessions
			Total for check: 51260		60.00	
COENEN'S AUTO TECH INC	51261	9/10/2015	89395	100-0801-521.80-03	2,400.00	Complete Upfit
			Total for check: 51261		2,400.00	
CORRE INC	51262	9/10/2015	2172	485-0304-562.21-02	209.88	Error/short-paid invoice
			Total for check: 51262		209.88	
CRAFTER'S CHOICE	51263	9/10/2015	CRAFTER'S/FFM	100-0000-201.15-00	14.73	FFM
			Total for check: 51263		14.73	
FARRELL EQUIPMENT & SUPPLY CO INC	51264	9/10/2015	INV000000752268	625-1003-541.30-18	66.66	Curing Compound/Supplies
				100-1009-541.30-18	66.65	Curing Compound/Supplies
				100-1003-541.30-15	99.99	Curing Compound/Supplies
				100-1011-541.30-18	68.68	Curing Compound/Supplies
			Total for check: 51264		301.98	

AP Check Register

Check Date: 9/10/2015

Date: 9/10/2015

<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>
FASTENAL COMPANY	51265	9/10/2015	WINEE109404	100-0703-553.30-18	799.03 Supplies	
			Total for check: 51265		799.03	
FERRELLGAS	51266	9/10/2015	1088533262	266-1027-543.30-18	76.96 Fuel	
			Total for check: 51266		76.96	
FOX CITIES CONVENTION & VISITORS	51267	9/10/2015	FOXCITIES	100-0415-513.20-11	328.29 2015 Q2	Room Tax Share
			Total for check: 51267		328.29	
FOX STAMP SIGN & SPECIALTY	51268	9/10/2015	OE-48692	100-0405-513.30-18	38.95 Name Plates - Council	
			Total for check: 51268		38.95	
GANNETT WISCONSIN MEDIA	51269	9/10/2015	0009198984	100-0405-513.29-02	632.01 Legals	
			Total for check: 51269		632.01	
GERBER LEISURE PRODUCTS INC	51270	9/10/2015	26298	100-0703-553.24-02	451.00 Molded Bucket Seat	
			Total for check: 51270		451.00	
GOSS AUTO BODY INC	51271	9/10/2015	65097	100-0801-521.29-04	87.50 Towing	
			Total for check: 51271		87.50	
GRAINGER INC	51272	9/10/2015	9820363795	731-1022-541.38-03	390.38 Clutch in Hopper	
			Total for check: 51272		390.38	
GRIESBACH READY-MIX LLC	51273	9/10/2015	3276	470-1009-541.82-02	771.00 Seventh & Broad streets	
				100-1004-541.30-18	2,151.00 Seventh & Broad streets	
			Total for check: 51273		2,922.00	

AP Check Register

Check Date: 9/10/2015

<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>
GUSTMAN CHEVROLET SALES INC	51274	9/10/2015	37040	731-1022-541.38-03	113.38	Sensor
			Total for check: 51274		113.38	
HEAT & POWER PRODUCTS INC	51275	9/10/2015	29670	100-0801-521.24-03	32.72	PPF Boiler System Filters
				100-0501-522.24-03	21.82	PPF Boiler System Filters
			Total for check: 51275		54.54	
HOTSY CLEANING SYSTEMS INC	51276	9/10/2015	0109084-IN	731-1022-541.24-02	179.50	50' X 3/8" 2-W
		9/10/2015	0109856-IN	731-1022-541.24-02	42.20	Ceramic Bolts
			Total for check: 51276		221.70	
JANKE GENERAL CONTRACTORS	51277	9/10/2015	JANKE	489-0000-201.04-00	(224.68)	Gilbert Trestle
				489-0703-562.82-02	63,629.94	Gilbert Trestle
			Total for check: 51277		63,405.26	
JIM'S PRODUCE	51278	9/10/2015	JIM'S/FFM	100-0000-201.15-00	5.00	FFM
			Total for check: 51278		5.00	
JX ENTERPRISES INC	51279	9/10/2015	G-251950020	731-1022-541.38-03	18.44	Element
		9/10/2015	G-251950038	731-1022-541.38-03	8.14	Clamp-Hose Spring
		9/10/2015	G-252010018	731-1022-541.38-03	31.22	Fitt-#8/Hose
			Total for check: 51279		57.80	
KDV PERFORMANCE SOLUTIONS	51280	9/10/2015	1024	100-0801-521.34-02	3,000.00	Workshop Devel & Delivery
				100-0801-521.34-04	540.00	Workshop Devel & Delivery
				100-0801-521.29-01	40.08	Workshop Devel & Delivery
			Total for check: 51280		3,580.08	
KEYSTONE	51281	9/10/2015	AW261818	731-1022-541.38-03	515.74	Cab Corner/Fender
		9/10/2015	AW262984	731-1022-541.38-03	38.72	Rocker Panel

AP Check Register
Check Date: 9/10/2015

Date: 9/10/2015

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KEYSTONE...	51281...	9/10/2015	AW263102	731-1022-541.38-03	(298.00)	Rocker Panel Credit
		9/10/2015	AW65310	731-1022-541.38-03	168.17	BMP Face Bar
		Total for check: 51281			424.63	
KJ WASTE SYSTEMS INC	51282	9/10/2015	KJWASTE	266-1027-543.21-06	910.00	July 2015
					Total for check: 51282	
LEE RECREATION LLC	51283	9/10/2015	10277-15	100-0703-553.30-18	211.00	Equipment
					Total for check: 51283	
LEVENHAGEN CORPORATION	51284	9/10/2015	057174A-IN	100-0000-131.00-00	5,224.85	Fuel
		9/10/2015	057188A-IN	100-0000-131.00-00	4,846.90	Fuel
		9/10/2015	89619	207-0707-552.38-01	4,786.29	Fuel
		9/10/2015	89628	207-0707-552.38-01	3,987.46	Fuel
		9/10/2015	89831	207-0707-552.38-01	3,498.75	Fuel
		9/10/2015	89912	207-0707-552.38-01	1,315.53	Fuel
		9/10/2015	89914	207-0707-552.38-01	2,084.87	Fuel
		9/10/2015	89916	207-0707-552.38-01	856.11	Fuel
		Total for check: 51284			26,600.76	
LIL MAD KAT STUDIO	51285	9/10/2015	002	100-0702-552.20-05	265.00	Carnival
					Total for check: 51285	
LINCOLN CONTRACTORS SUPPLY INC	51286	9/10/2015	K05594	100-0703-553.30-15	85.03	Pool Trowel/Edger/Blade
				100-1003-541.30-15	315.98	Pool Trowel/Edger/Blade
		9/10/2015	K05688	100-0703-553.24-02	37.94	Wiper Set
Total for check: 51286			438.95			

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LUE'S EGG ROLLS	51287	9/10/2015	LUE'S/FFM	100-0000-201.15-00	14.73 FFM	
			Total for check: 51287		14.73	
MENARDS-APPLETON EAST	51288	9/10/2015	79363	100-0703-553.30-18	38.97 Pour In Place Forms	
		9/10/2015	79382	100-0703-553.30-18	16.90 Pour in Place Lube	
		9/10/2015	79624	100-1001-514.24-03	167.49 Wall Bases/Oak Csing Set	
		9/10/2015	79708	100-0703-553.30-18	27.98 Totes	
		9/10/2015	79778	100-0703-553.30-18	24.88 Acetone	
		9/10/2015	79859	100-1001-514.24-03	(39.98) Credit	
		9/10/2015	79860	100-1001-514.24-03	80.88 Casing/Shims/Blades	
			Total for check: 51288		317.12	
MENARDS-APPLETON WEST	51289	9/10/2015	99998	100-0703-553.24-03	48.44 Acetone & Concrete Stain	
			Total for check: 51289		48.44	
TOWN OF MENASHA POLICE DEPARTMENT	51290	9/10/2015	TMPD	100-0000-201.03-00	288.00 Bond	Report #15-2839
			Total for check: 51290		288.00	
MENASHA TREASURER	51291	9/10/2015	FFM	100-0000-201.15-00	200.00 Farm to Table Dinner	Gratuities
		9/10/2015	PWF	100-0703-553.30-10	14.50 Potting Soil/Pot	
				731-1022-541.30-18	13.64 Autozone	
				100-0703-553.30-18	16.74 4 X 4 Green	
			Total for check: 51291		244.88	
MENASHA UTILITIES	51292	9/10/2015	004372	625-0401-513.25-01	1,759.65 Storm Water Charges	
				601-0401-513.25-02	15,458.73 Sewer Charges	
		9/10/2015	MENASHA UTILITI	100-1008-541.22-03	201.32 Electric	
				100-0703-553.22-03	267.69 Electric	
				100-0703-553.22-05	238.24 Water/Sewer	
				100-0703-553.22-06	132.51 Storm	
				100-0903-531.22-03	598.78 Electric	

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MENASHA UTILITIES...	51292...	9/10/2015...	MENASHA UTILITI...	100-0903-531.22-05	56.42	Water/Storm
				100-0000-123.00-00	9.07	Electric
				100-0305-562.22-06	7.50	Storm
				601-1020-543.22-03	58.94	Electric
		9/10/2015	MENASHAUTILITY	100-1012-541.22-03	15,415.19	August Street Lighting
			Total for check: 51292		34,204.04	
MINNESOTA LIFE INSURANCE COMPANY	51293	9/10/2015	MINNESOTALIFE	100-0000-204.07-00	2,942.74	October Life Insurance
					2,942.74	
MODERN DAIRY INC	51294	9/10/2015	228631	100-0704-552.30-17	538.24	Concessions
		9/10/2015	228837	100-0704-552.30-17	540.46	Concessions
		9/10/2015	229007	100-0704-552.30-17	17.56	Ice
		9/10/2015	229042	100-0704-552.30-17	131.32	Concessions
		9/10/2015	229055	100-0704-552.30-17	232.49	Concessions
			Total for check: 51294		1,460.07	
SEE MOUA	51295	9/10/2015	MOUA/FFM	100-0000-201.15-00	49.37	FFM
					49.37	
N&M AUTO SUPPLY	51296	9/10/2015	535330	731-1022-541.30-18	17.79	Microlite Filler/Spreader
		9/10/2015	535513	731-1022-541.30-18	26.72	Primer
		9/10/2015	535533	731-1022-541.30-18	27.27	Truck Bed Coating
		9/10/2015	535790	731-1022-541.30-18	27.27	Truck Bed Coating
		9/10/2015	535857	731-1022-541.30-18	12.08	Primer/Filler
		9/10/2015	535947	731-1022-541.30-18	57.20	Gloss White/Enamel
		9/10/2015	535986	731-1022-541.38-03	13.43	Filters
		9/10/2015	536029	731-1022-541.30-18	17.16	Gloss White
		9/10/2015	536121	731-1022-541.30-18	6.11	5pk 600GR 9 X 11
		9/10/2015	536268	731-1022-541.38-03	5.56	Hanger
		9/10/2015	536415	731-1022-541.38-03	97.08	Megafuse

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N&M AUTO SUPPLY...	51296...	9/10/2015	536416	731-1022-541.38-03	10.28 Filter	
			Total for check: 51296		317.95	
NEENAH-MENASHA SEWERAGE COMMISSION	51297	9/10/2015	2015-151	601-1021-543.21-01	1,997.50 Legal Reimbursement	D&K Invoice 395593
			Total for check: 51297		1,997.50	
NETWORK HEALTH SYSTEM INC	51298	9/10/2015	337128	100-0202-512.21-06	210.00 Drug Screens/Audiograms	
		9/10/2015	337900	100-0202-512.21-05	690.00 EAP 3rd Quarter	
			Total for check: 51298		900.00	
NIELSON COMMUNICATIONS INC	51299	9/10/2015	FV15-30702	731-1022-541.24-04	65.00 Radio Repair	
			Total for check: 51299		65.00	
NORTHEAST ASPHALT INC	51300	9/10/2015	1371433	100-0703-553.30-18	2,351.49 Commercial Grade	
				100-1003-541.30-18	4,315.20 Commercial Grade	
				601-1020-543.30-18	1,146.39 Apron/Lift Station	
			Total for check: 51300		7,813.08	
OMNNI ASSOCIATES INC	51301	9/10/2015	T1554A15-1	100-1003-541.21-02	195.00 Cylinders	
			Total for check: 51301		195.00	
OSHKOSH FIRE & POLICE EQUIPMENT INC	51302	9/10/2015	161975	100-0803-521.29-04	465.00 Light Bar/Lens Kit	
			Total for check: 51302		465.00	
PACKER CITY INTL TRUCKS INC	51303	9/10/2015	X103016950:02	731-1022-541.38-03	33.37 Air Filter	
		9/10/2015	X103017823:01	731-1022-541.38-03	223.81 Filter Kit/Filters	
		9/10/2015	X103018042:01	731-1022-541.38-03	15.75 Filters	
		9/10/2015	X103018042:02	731-1022-541.38-03	10.34 Filters	

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PACKER CITY INTL TRUCKS INC...	51303...	9/10/2015	X103018083:01	731-1022-541.38-03	(8.50) Credit	
			Total for check: 51303		274.77	
PIZZA FROMAGE	51304	9/10/2015	2019	100-0702-552.20-05	555.00 Event Pizzas	
			Total for check: 51304		555.00	
PLESHEK-VOSTERS OUTDOOR POWER	51305	9/10/2015	65067	731-1022-541.38-03	29.77 Handle	
			Total for check: 51305		29.77	
POMP'S TIRE SERVICE INC	51306	9/10/2015	320033637	731-1022-541.38-02	573.00 Repair	
		9/10/2015	320033843	731-1022-541.38-02	64.95 Alignment	
		9/10/2015	320033894	731-1022-541.38-02	507.20 Repair	
		9/10/2015	320033895	731-1022-541.38-02	64.95 Alignment	
			Total for check: 51306		1,210.10	
REESE RECREATION PRODUCTS INC	51307	9/10/2015	11991-R	100-0703-553.24-03	1,495.00 Drinking Fountain	
			Total for check: 51307		1,495.00	
RIESTERER & SCHNELL INC	51308	9/10/2015	880416	731-1022-541.38-03	373.84 Clutch	
			Total for check: 51308		373.84	
RIVER OF DREAMS INC	51309	9/10/2015	RIVEROFDREAMS	100-0000-201.15-00	39.28 FFM	
			Total for check: 51309		39.28	
SCHAEFFER MFG CO	51310	9/10/2015	UL8076-INV2	731-1022-541.30-18	140.80 Supplies	
			Total for check: 51310		140.80	

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SILVER MOON SPRINGS	51311	9/10/2015	SILVERMOON/FFM	100-0000-201.15-00	34.82 FFM	
			Total for check: 51311		34.82	
SKID & PALLET	51312	9/10/2015	7242	100-0703-553.30-18	150.00 Mulch	
			Total for check: 51312		150.00	
R A SMITH NATIONAL INC	51313	9/10/2015	120015	489-0703-562.21-02	987.50 Project 1130216.02	Gilbert Waterfront
			Total for check: 51313		987.50	
SMT MANUFACTURING & SUPPLY	51314	9/10/2015	0035392-IN	731-1022-541.38-03	6.60 Supplies	
		9/10/2015	0035404-IN	731-1022-541.38-03	67.58 Pulley & Bearing	
			Total for check: 51314		74.18	
SOMMERVILLE FLAG	51315	9/10/2015	SOMMERVILLE	100-0703-553.24-03	54.00 US Flag	
			Total for check: 51315		54.00	
STAPLES ADVANTAGE	51316	9/10/2015	8035619293	100-0801-521.30-10	58.97 Supplies	
			Total for check: 51316		58.97	
SYN-TECH SYSTEMS	51317	9/10/2015	115261	731-1022-541.24-06	39.96 Memory Card/Flash	
			Total for check: 51317		39.96	
TAPCO	51318	9/10/2015	1499049	100-1008-541.30-18	55.27 Pedestrian Signal	
			Total for check: 51318		55.27	
UNIFIRST CORPORATION	51319	9/10/2015	097 0194367	731-1022-541.20-01	248.79 Supply Cleaning	
			Total for check: 51319		248.79	

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UNITED PAPER CORPORATION	51320	9/10/2015	94298	100-0000-132.00-00	4,003.05	Supplies
		9/10/2015	94324	100-0000-132.00-00	370.66	Supplies
	Total for check: 51320				4,373.71	
US CELLULAR	51321	9/10/2015	0097974726	100-0201-512.22-01	29.94	Attorney
				100-1019-552.22-01	25.50	Racine/Tayco Bridges
				601-1020-543.22-01	0.50	Confined Space
				100-0801-521.22-01	88.74	Police
				100-0904-531.22-01	71.75	Drew/Health
				100-1002-541.22-01	7.20	Hutter/Engineering
				100-0702-552.22-01	60.19	Tungate
				100-0703-553.22-01	83.00	Park Dept
				731-1022-541.22-01	72.78	Public Works
				100-1008-541.22-01	3.95	Bursack
				601-1020-543.22-01	0.50	Sewer Truck
				Total for check: 51321		
VALLEY POPCORN CO INC	51322	9/10/2015	166224	100-0702-552.30-18	28.00	Popcorn
		9/10/2015	165608	100-0704-552.30-17	223.50	Popcorn
	Total for check: 51322				251.50	
WE ENERGIES	51323	9/10/2015	WEENERGIES	100-1008-541.22-04	9.57	455 Baldwin Street Gas Service
					Total for check: 51323	
WIL-KIL PEST CONTROL	51324	9/10/2015	2733744	731-1022-541.20-07	66.50	Commercial Contract
					Total for check: 51324	
WINNEBAGO COUNTY TREASURER	51325	9/10/2015	7688	100-0805-521.25-01	154.38	Inmate Housing
					Total for check: 51325	

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WISCONSIN DEPT OF TRANSPORTATION	51326	9/10/2015	2015-212250	100-0801-521.34-02	35.00	Badger TraCS Conference
		9/10/2015	2015-212256	100-0801-521.34-02	35.00	Badger TraCS Conference
	Total for check: 51326				70.00	
WISCONSIN PARK & RECREATION ASSN	51327	9/10/2015	WPRA	100-0000-441.25-00	2,609.25	Unused Tickets
					2,609.25	
ZANDER PRESS INC	51328	9/10/2015	70147	100-0000-134.00-00	(54.00)	Envelopes
				100-0702-552.29-01	100.48	Envelopes
				100-0703-553.29-01	100.48	Envelopes
	Total for check: 51328				146.96	
					187,943.56	

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AAA PORTABLES	51329	9/17/2015	D-30273	100-0000-201.15-00	120.00	Washing Station Farm to Table
			Total for check: 51329		120.00	
ACCURATE	51330	9/17/2015	1511948	731-1022-541.30-18	22.48	Air Fitting
		9/17/2015	1512735	731-1022-541.30-18	86.19	Battery Protect/Plug
			Total for check: 51330		108.67	
AIRGAS USA LLC	51331	9/17/2015	9042616570	731-1022-541.30-18	49.49	Gun Mig TB HD
		9/17/2015	9042616571	731-1022-541.30-18	37.64	Powermax
			Total for check: 51331		87.13	
ARK MEDIA GROUP	51332	9/17/2015	00002680	501-0304-562.21-10	49.50	June Website Updates
			Total for check: 51332		49.50	
AT&T	51333	9/17/2015	920R09453009	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
			Total for check: 51333		401.40	
BAHCALL RUBBER CO INC	51334	9/17/2015	711948-001	731-1022-541.38-03	36.57	Hose
			Total for check: 51334		36.57	
BERGSTROM	51335	9/17/2015	268106	100-0801-521.29-04	125.23	Vehicle Maintenance
			Total for check: 51335		125.23	
BRUCE MUNICIPAL EQUIPMENT INC	51336	9/17/2015	5152429	731-1022-541.38-03	579.78	Clamp
		9/17/2015	5152439	731-1022-541.38-03	955.36	Fan Assembly/Nuts/Pins
			Total for check: 51336		1,535.14	

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PAO CHANG	51337	9/17/2015	CHANG/FFM	100-0000-201.15-00	126.00 FFM	Farm to Table Dinner
			Total for check: 51337		126.00	
CLEAR WATER CAR WASH	51338	9/17/2015	674	100-0801-521.29-04	19.99 August Vehicle Wash	
			Total for check: 51338		19.99	
COMMUNITY HOUSING COORDINATOR	51339	9/17/2015	203	100-0304-562.21-06	1,800.00 June 2015	
		9/17/2015	204	100-0304-562.21-06	1,800.00 July 2015	
			Total for check: 51339		3,600.00	
CREATIVE SERVICES OF NEW ENGLAND	51340	9/17/2015	D15-10550	100-0801-521.30-18	195.95 Stickers	
			Total for check: 51340		195.95	
KORTNEY DAHM	51341	9/17/2015	DAHM KORTNEY	100-0903-531.33-01	14.09 August Expences	
			Total for check: 51341		14.09	
TODD DREW	51342	9/17/2015	DREW TODD	100-0904-531.33-01	13.52 Jazz Fest Insp 9/15	
			Total for check: 51342		13.52	
EARTHLINK BUSINESS	51343	9/17/2015	EARTHLINK	100-0402-513.22-01	6.45 Assessor	
				100-0201-512.22-01	6.27 Attorney	
				100-0000-123.00-00	14.32 Building Inspector	
				100-0203-512.22-01	13.04 Clerk	
				100-0304-562.22-01	23.46 Com Dev	
				100-1001-514.22-01	71.08 City Hall	
				100-0401-513.22-01	31.67 Finance	
				731-1022-541.22-01	25.48 Garage	
				100-0903-531.22-01	48.14 Health	
				743-0403-513.22-01	15.05 IT	
				100-0601-551.22-01	166.86 Library	

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EARTHLINK BUSINESS...	51343...	9/17/2015...	EARTHLINK...	100-0101-511.22-01	9.90	Mayor
				100-0702-552.22-01	26.54	Recreation
				100-0703-553.22-01	44.59	Parks
				100-0202-512.22-01	15.85	Personnel
				100-0801-521.22-01	246.04	Police
				100-1002-541.22-01	41.35	Engineering
				100-0920-531.22-01	12.94	Senior Center
				100-1008-541.22-01	3.73	Sign Shop
				100-0502-522.22-01	39.30	EOC
				207-0000-123.00-00	26.36	Marina
				100-0704-552.22-01	137.61	Pool
				100-0000-123.00-00	294.96	Menasha Utilities
				Total for check: 51343		
KEVIN ENGLEBERT	51344	9/17/2015	ENGLEBERT	100-0304-562.34-01	111.28	September 2015 Mileage
				100-0304-562.33-04	7.45	September 2015 Parking
				100-0304-562.33-03	7.07	September 2015 Meals
				Total for check: 51344		
FARRELL EQUIPMENT & SUPPLY CO INC	51345	9/17/2015	INV000000755130	100-1009-541.30-18	129.99	Kure & Seal
		9/17/2015	INV000000753951	100-0703-553.30-15	95.99	Trowel
		Total for check: 51345				225.98
FERGUSON ENTERPRISES #1020	51346	9/17/2015	2331814	100-0703-553.24-03	985.54	Tube/Tank/Adpt/Tee
		9/17/2015	2332794	100-0703-553.24-03	45.93	Plugs/Adpt/Tee
		9/17/2015	CM221110	100-0703-553.24-03	(73.78)	Credit
		Total for check: 51346				957.69
FERGUSON WATERWORKS #1476	51347	9/17/2015	0180004	601-1020-543.30-18	560.00	Manhole/Lid
Total for check: 51347				560.00		

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FOX CITIES PARTY RENTAL	51348	9/17/2015	153939-1	100-0000-201.15-00	1,075.00 FFM	Farm to Table Dinner
			Total for check: 51348		1,075.00	
FOX VALLEY HUMANE ASSOCIATION	51349	9/17/2015	FVHA	100-0806-532.25-01	1,070.90 July	
			Total for check: 51349		1,070.90	
GRIESBACH READY-MIX LLC	51350	9/17/2015	3283	731-1022-541.82-01 100-1004-541.30-18	267.00 Generator 303.00 C & G	
			Total for check: 51350		570.00	
GUNDERSON CLEANERS	51351	9/17/2015	297717	100-0801-521.30-13	34.66 Cleaning Service	
			Total for check: 51351		34.66	
GUSTMAN CHEVROLET SALES INC	51352	9/17/2015	37182	731-1022-541.38-03	187.50 Sensor	
			Total for check: 51352		187.50	
JIM HEINZ	51353	9/17/2015	HEINZ/FFM	100-0000-201.15-00	121.00 FFM	Farm to Table Dinner
			Total for check: 51353		121.00	
INDEPENDENT INSPECTIONS LTD	51354	9/17/2015	310227	100-0301-523.21-06	7,538.45 August 2015	
			Total for check: 51354		7,538.45	
INTERNATIONAL INSTITUTE OF	51355	9/17/2015	IIMC	100-0203-512.32-01	155.00 Dues	
			Total for check: 51355		155.00	
IRENE JUAREZ	51356	9/17/2015	HATTIEMINOR	822-0413-554.30-16	250.00 Hattie Minor	Scholarship
			Total for check: 51356		250.00	

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KELVIN KASPAR	51357	9/17/2015	1	100-0000-201.15-00	400.00	Farm to Table Dinner Music
Total for check: 51357					400.00	
GREG KEIL	51358	9/17/2015	KEIL	100-0304-562.33-01	92.04	Feb-August 2015
				100-0304-562.33-03	113.10	Feb-August 2015
Total for check: 51358					205.14	
KITZ & PFEIL INC	51361	9/17/2015	072103-0016	625-1010-541.30-18	15.87	Catch Basin Repair
		9/17/2015	072114-0071	100-0703-553.30-18	2.60	Lock & Misc Harware
		9/17/2015	072114-0144	100-0704-552.30-10	10.76	Cable Ties
		9/17/2015	072214-0062	100-0704-552.24-03	20.01	Lampholder/Bushing
		9/17/2015	072409-0011	207-0707-552.24-03	17.06	Gloves/Power Scrub Brush
		9/17/2015	072414-0020	100-0703-553.30-18	25.17	Tool Caddy/Cleaner
		9/17/2015	072414-0167	100-0703-553.30-18	3.41	Connector
		9/17/2015	072714-0006	100-0703-553.30-15	45.31	Hole Saws/STL Sheet
		9/17/2015	072714-0035	100-0920-531.24-03	13.75	Senior Center Closet
		9/17/2015	072803-0020	731-1022-541.38-03	15.95	Traction Cable
		9/17/2015	072814-0010	100-1001-514.24-03	7.14	Sign Mount
		9/17/2015	072814-0011	100-0920-531.24-03	3.55	Senior Center-Shelving
		9/17/2015	072914-0012	731-1022-541.24-03	15.73	Rollerframe & Ext Pole
		9/17/2015	072914-0018	100-1001-514.24-03	13.19	Office Construction
		9/17/2015	072914-0019	100-0920-531.24-03	13.44	Hardware-Sr Ctr Bike Rack
		9/17/2015	072914-0020	100-1001-514.24-03	7.64	Office Construction
		9/17/2015	072914-0069	731-1022-541.24-03	7.64	Rollerframe
		9/17/2015	073014-0038	100-0801-521.24-03	15.09	Batteries/Duct Seal/Caulk
		9/17/2015	073014-0039	100-1001-514.24-03	26.43	Misc Hard/Shelf Bracket
		9/17/2015	073014-0087	207-0707-552.30-18	27.41	Landscap Adhesive/Ties
		9/17/2015	073114-0039	100-0703-553.30-18	28.74	Signs & Misc Hardware
				207-0707-552.30-18	35.31	Signs & Misc Hardware
		9/17/2015	080714-0027	625-1010-541.30-18	7.18	Staples for Goose Fence
		9/17/2015	080714-0047	100-0703-553.30-18	12.59	Tayco St Fountain
		9/17/2015	081109-0036	100-1009-541.30-18	12.58	Sidewalk Repair Supplies
		9/17/2015	081114-0025	100-0801-521.24-03	61.60	LED Bulbs/Elec Ballast

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KITZ & PFEIL INC...	51361...	9/17/2015	081214-0014	100-0703-553.30-18	15.72	Spider Spray/Coupling Tayco Fountain/Downtown
		9/17/2015	081314-0068	100-1008-541.30-18	25.98	Locator Batteries
		9/17/2015	081814-0001	731-1022-541.30-18	2.68	Hardware
		9/17/2015	081814-0014	207-0707-552.24-03	32.37	Bypass Purner/Hose Nozzle
		9/17/2015	081814-0016	100-1001-514.24-03	29.69	Electric Ballast
		9/17/2015	081814-0128	100-0703-553.24-03	9.42	Cover
		9/17/2015	081814-0184	100-0801-521.29-04	16.15	Gal 25 Delcer Rain Off
		9/17/2015	081914-0005	731-1022-541.30-18	41.82	Caulk Guns & OX Bit
		9/17/2015	081914-0011	100-0704-552.24-03	9.90	Misc Hardware
		9/17/2015	082014-0024	100-0704-552.24-03	6.29	Lime-A-Way/Toggle-Pool
		9/17/2015	082014-0114	100-0703-553.30-13	4.83	Dish Soap
Total for check: 51361					660.00	
KJ WASTE SYSTEMS INC	51362	9/17/2015	KJ	266-1027-543.21-06	520.00	August 2015 Cardboard
	Total for check: 51362				520.00	
KWIK TRIP INC	51363	9/17/2015	KWIKTRIP	100-0801-521.38-01	185.36	Fuel
	Total for check: 51363				185.36	
LUE'S EGG ROLLS	51364	9/17/2015	129039	100-0000-201.15-00	19.64	Farm Market Scrip
	Total for check: 51364				19.64	
MCKESSON MEDICAL SURGICAL	51365	9/17/2015	63000863	100-0918-531.30-15	125.44	Medical Supplies
		9/17/2015	63087502	100-0918-531.30-15	41.91	Medical Supplies
	Total for check: 51365				167.35	
MCNEILUS TRUCK & MFG COMPANY	51366	9/17/2015	2976956	731-1022-541.38-03	478.31	Assy/Frt Brkt/Hub
	Total for check: 51366				478.31	
MENASHA NEENAH MUNICIPAL COURT	51367	9/17/2015	MENASHA NEENAH	100-0000-201.03-00	174.00	Bond/MPD 15-198

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MENASHA NEENAH MUNICIPAL COURT...	51367...	9/17/2015...	MENASHA NEENAH...	100-0000-201.03-00	148.80	Bond/MPD 15-199
			Total for check: 51367		322.80	
MENASHA ROTARY	51368	9/17/2015	134	100-0801-521.32-01	37.00	Dues/Fees
				100-0801-521.34-03	108.00	Meal
			Total for check: 51368		145.00	
MENASHA TREASURER	51369	9/17/2015	PD	100-0801-521.30-11	0.49	Postage
				100-0801-521.34-03	59.05	Training
			Total for check: 51369		59.54	
MENASHA UTILITIES	51370	9/17/2015	MENASHAUTILITY	100-1008-541.22-03	218.00	Electric
				100-1008-541.22-05	45.42	Water
				601-1020-543.22-03	23.53	Electric
				100-0704-552.22-03	2,770.88	Electric
				100-0704-552.22-05	2,663.00	Water
				731-1022-541.22-03	931.24	Electric
				731-1022-541.22-05	557.70	Water
				731-1022-541.22-06	901.88	Storm
				266-1028-543.22-06	73.13	Storm
				100-0801-521.22-03	1,822.92	Electric
				100-0801-521.22-05	306.59	Water
				100-0801-521.22-06	62.72	Storm
				100-0000-123.00-00	1,320.04	Electric
				100-0000-123.00-00	222.01	Water
				100-0000-123.00-00	45.41	Storm
				100-0801-521.22-03	17.37	Electric
				100-0601-551.22-03	4,045.70	Electric
				100-0601-551.22-05	887.40	Water
				100-0601-551.22-06	103.75	Storm
				207-0707-552.22-05	243.40	Water
				100-1019-552.22-03	353.76	Electric

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MENASHA UTILITIES...	51370...	9/17/2015...	MENASHAUTILITY...	100-1019-552.22-05	12.38	Water
				100-0000-123.00-00	10.20	Electric
				100-1001-514.22-05	12.38	Water
				100-1001-514.22-06	2.50	Storm
				100-0703-553.22-03	1,857.76	Electric
				100-0703-553.22-05	67.42	Water
				100-0703-553.22-06	667.51	Storm
				485-0304-562.22-06	33.13	Storm
				457-0304-562.22-06	2.50	Storm
				485-0304-562.22-06	15.00	Storm
				457-0304-562.21-10	31.68	Electric
				100-0305-562.22-06	5.00	Storm
				501-0304-562.22-06	251.26	Storm
				Total for check: 51370		
TOWN OF MENASHA UTILITY DISTRICT	51371	9/17/2015	2148	100-0703-553.22-06	76.80	1200 Geneva Road Standby Water
		9/17/2015	2149	100-0703-553.22-06	9.60	Stormwater
		9/17/2015	2150	100-0703-553.22-06	927.67	Stormwater
		Total for check: 51371				1,014.07
MID-AMERICAN RESEARCH CHEMICAL	51372	9/17/2015	0559926-IN	731-1022-541.30-13	151.75	Cleaner
					Total for check: 51372	
MBM	51373	9/17/2015	IN33790	743-0403-513.29-01	176.44	Copier Agreement
					Total for check: 51373	
MOTOROLA	51374	9/17/2015	13076532	100-0801-521.80-03	5,217.00	Radio System
					Total for check: 51374	

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SEE MOUA	51375	9/17/2015	MOUA/FFM	100-0000-201.15-00	158.50 FFM	Farm to Table Dinner
			Total for check: 51375		158.50	
CITY OF NEENAH	51376	9/17/2015	NEENAH	100-0204-512.30-18	92.30 Voter Number Pads	65 @ \$1.42
			Total for check: 51376		92.30	
NORTHEAST ASPHALT INC	51377	9/17/2015	1373121	100-1003-541.30-18	291.50 Clovis Grove	9th/John
		9/17/2015	3	470-1003-541.82-02	92,615.64 #2015-01	Payment Three
				470-0000-201.04-00	1,178.19 #2015-01	Payment Three
		9/17/2015	4	625-1010-541.82-02	31,824.00 #2015-01	Payment Four
				625-1003-541.82-02	7,075.00 #2015-01	Payment Four
				100-1003-541.82-02	9,500.00 #2015-01	Payment Four
				470-1003-541.82-02	45,391.25 #2015-01	Payment Four
				470-0000-201.04-00	(3,872.18) #2015-01	Payment Four
			Total for check: 51377		184,003.40	
OFFICE DEPOT	51378	9/17/2015	5739418	100-0906-531.30-18	11.82 Supplies	
				100-0918-531.30-18	23.14 Supplies	
				100-0909-531.30-18	14.44 Supplies	
				100-0903-531.30-10	19.18 Supplies	
			Total for check: 51378		68.58	
OLSON TRAILER & BODY LLC	51379	9/17/2015	70646	731-1022-541.38-03	36.24 Rod End	
			Total for check: 51379		36.24	
PHILLIPS, WILLIAM	51380	9/17/2015	PHILLIPS WILLIA	100-0000-441.13-00	23.00 Refuse Cart Exchange	
			Total for check: 51380		23.00	

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ALANNAH REW	51381	9/17/2015	HATTIEMINOR	822-0413-554.30-16	250.00	Hattie Minor Scholarship
			Total for check: 51381		250.00	
RIVER OF DREAMS INC	51382	9/17/2015	91315	100-0000-201.15-00	40.00	Eggs FFM Farm to Table Dinner
			Total for check: 51382		40.00	
ROAD EQUIPMENT	51383	9/17/2015	WA599616	731-1022-541.38-03	61.62	Jack
			Total for check: 51383		61.62	
ROLAND MACHINERY EXCHANGE	51384	9/17/2015	41026249	731-1022-541.38-03	279.54	Quarter Flight/Washer
			Total for check: 51384		279.54	
JOANNE ROUSH	51385	9/17/2015	ROUSH/FFM	100-0000-201.15-00	17.00	FFM Apples Farm to Table Dinner
			Total for check: 51385		17.00	
SERVICEMASTER BUILDING MAINTENANCE	51386	9/17/2015	17235	100-1001-514.20-01	1,095.00	Contract Janitorial
		9/17/2015	17236	731-1022-541.20-01	494.00	Contract Janitorial
		9/17/2015	17251	100-0801-521.20-01	50.00	Contract Janitorial Garage
		9/17/2015	17253	100-0903-531.20-01	490.00	Contract Janitorial
		9/17/2015	17263	100-0801-521.20-01	1,460.00	Contract Janitorial
			Total for check: 51386		3,589.00	
SHERWIN WILLIAMS CO	51387	9/17/2015	0226-0	731-1022-541.24-03	163.35	Paint
		9/17/2015	0390-4	100-1001-514.24-03	67.62	Paint & Supplies
		9/17/2015	0533-9	731-1022-541.24-03	21.14	PWF - Letters
		9/17/2015	0616-2	731-1022-541.24-03	163.35	Paint
			Total for check: 51387		415.46	

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SHOPKO STORES OPERATING CO LLC	51388	9/17/2015	5531	100-0801-521.30-18	18.06	Bandages
			Total for check: 51388		18.06	
SILVER MOON SPRINGS	51389	9/17/2015	1140	100-0000-201.15-00	85.12	Farm to Table Dinner
			Total for check: 51389		85.12	
SKID & PALLET	51390	9/17/2015	7243	100-0703-553.30-18	225.00	Mulch
		9/17/2015	7244	100-0703-553.30-18	225.00	Mulch
		9/17/2015	7246	100-0703-553.30-18	90.00	Mulch
			Total for check: 51390		540.00	
SMT MANUFACTURING & SUPPLY	51391	9/17/2015	0035442-IN	731-1022-541.38-03	14.93	Coupling
		9/17/2015	0035455-IN	731-1022-541.38-03	69.50	Parts
			Total for check: 51391		84.43	
SPIELBAUER FIREWORKS CO INC	51392	9/17/2015	15ME3064	100-0408-552.21-06	18,324.07	7/4/15 Fireworks
			Total for check: 51392		18,324.07	
STUMPF MOTOR COMPANY INC	51393	9/17/2015	FOCS407778	731-1022-541.29-04	912.95	Repair
			Total for check: 51393		912.95	
SWIDERSKI POWER INC	51394	9/17/2015	IF29203	731-1022-541.38-03	172.90	Filter/Bolt
			Total for check: 51394		172.90	
UNIFIRST CORPORATION	51395	9/17/2015	097 0194823	731-1022-541.20-01	111.75	Coveralls/Shirts
			Total for check: 51395		111.75	

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VALLEY GRINDING & MANUFACTURING INC	51396	9/17/2015	210167	731-1022-541.30-18	288.33 Knives	
			Total for check: 51396		288.33	
VERA, JUANITA	51397	9/17/2015	VERA/OVERPAY	100-0000-441.24-00	11.00 Overpaid on t-shirt	
			Total for check: 51397		11.00	
VERIZON WIRELESS	51398	9/17/2015	9751645507	743-0403-513.22-01	67.19 Cell Phone Charges	
			Total for check: 51398		67.19	
WAVERLY SANITARY DISTRICT	51399	9/17/2015	WAVERLY	100-0703-553.22-05	66.34 Sewer/Water	
			Total for check: 51399		66.34	
WE ENERGIES	51400	9/17/2015	WE ENERGIES	100-0903-531.22-04	9.78 316 Racine Gas	
			Total for check: 51400		9.78	
WHGA	51401	9/17/2015	WHGA	100-0801-521.34-02	300.00 Honor Guard Training	
			Total for check: 51401		300.00	
WIL-KIL PEST CONTROL	51402	9/17/2015	2734493	100-1019-552.20-07	27.00 Rat/Mouse/Spiders	
		9/17/2015	2734795	100-1019-552.20-07	108.00 Exterior Insect	
			Total for check: 51402		135.00	
WINNEBAGO COUNTY CLERK OF COURTS	51403	9/17/2015	WINNEBAGO	100-0000-201.03-00	150.00 Bond	Report #15-2877
				100-0000-201.03-00	135.00 Bond	Report #15-2960
			Total for check: 51403		285.00	

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WISCONSIN DEPT OF JUSTICE	51404	9/17/2015	G3228	100-0601-551.21-06	7.00	Background Check
			Total for check: 51404		7.00	
WISCONSIN SUPPORT COLLECTIONS	51405	9/17/2015	20150917	100-0000-202.03-00	632.88	PAYROLL SUMMARY
			Total for check: 51405		632.88	
					262,019.57	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: September 17, 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:

Jessica Pelzer
Brad Hausher

Alicia McQuade
Paul Locke

Randi Janke
Melissa Pickett

Lee Young
Jared Troeller

The following individual has applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment in the city. They have not met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following person be **DENIED** an Operator's License:

Maria Guadalupe Alvarado (application and denial letter attached)

Cc: Chief Styka

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment R+R Bar
TEMPORARY _____ PROVISIONAL _____ REGULAR X RENEWAL _____

Name Alvarado Maria Guadalupe
Last First Middle

Address 6 Tayco St. Menasha WI 54952
Street City State/Zip Code

Phone _____

Height _____ Weight _____ Eyes _____ Hair _____ Sex _____ Race _____

Birth Date _____ Age _____ Birthplace _____

Scars, Marks, Tattoos _____
Drivers License No. _____ State of Issue _____
Expiration Date _____

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!

Do you currently have any criminal charges pending against you? NO

Have you ever been convicted of a felony? NO

Have you ever been convicted of a misdemeanor? Yes

Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes

Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? NO

Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? NO

Have you ever been convicted of a criminal traffic offense? Yes

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE Maria Alvarado Date Sept. 02, 2015

Approved _____ Denied X Expiration Date _____
Chief of Police M. J. Kelly Date 9/10/15
Comments: _____

REVOKED FOR VIOLATION: _____

Denial entered
9-15-15
JP

Please answer all yes questions from the front of this form completely! Include correct charges, date of offense, and sentence. Failure to include all information or inaccurate information may result in the denial of your application!

I had been convicted on misdemeanor for disorderly conduct on 02/22/2007 in Outagamie county. Property damage bodily harm 1st on 10/02/2013. Resist / obstruct an officer on 04/10/2014. Drifting and driving on 12/2001.

Criminal traffic

10/19/2007

09/20/2007

10/06/2006

06/17/2005

06/04/2001

08/11/2008

04/22/2013

10/22/2013

12/03/2013

01/14/2014

03/12/2014

10/15/2014

06/12/2015



September 12, 2015

Maria Guadalupe Alvarado
6 Tayco St.
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Ms. Alvarado,

Upon reviewing your application with the City of Menasha for an Alcohol Operators License it has been determined you have been convicted of the following offenses, which indicate you are a habitual law offender. On the following dates you were convicted of Operating a Motor Vehicle While Suspended:

June 19, 2013
December 11, 2013
January 7, 2014
March 26, 2014
May 7, 2014
December 10, 2014
August 12, 2015
August 5, 2015
June 11, 2015
November 12, 2014
November 29, 2013
October 10, 2014
March 8, 2014 and
November 29, 2013

In addition you were convicted of Operating a Motor Vehicle After Revocation on the following dates:

July 10, 2009
March 19, 2009 and
October 17, 2006.

Furthermore, you were convicted of the following offenses:

Disorderly Conduct on May 31, 2007 in Winnebago County

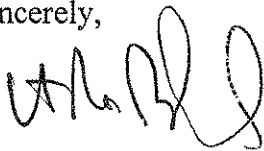
Resisting/Obstructing an Officer on March 21, 2011 in Outagamie County

Property Damage/bodily harm on December 4, 2013 in Outagamie County.

Since you are considered a habitual law offender under the City of Menasha Operator's License policy guidelines, the Police Department will be recommending to the Common Council on September 21, 2015 at 6:00 p.m. or shortly thereafter that they deny your application for an Alcohol Operators License. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Engaging in bartending involves the purchasing and sale of a closely regulated substance/alcohol. Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. It is our position that the incidences you have been convicted of substantially relate to the license for which you have applied and arose out of separate incidents which occurred over the last ten years.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lt. Ron Bouchard', written over a horizontal line.

Lt. Ron Bouchard
Investigative Services
Menasha Police Department



Memorandum

DATE: September 17, 2015

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works *MR*

RE: First Revision to State/Municipal Agreement for a State-Let Local Bridge Project (Third Street Bridge)

WisDOT recently notified the City of Menasha regarding the need to revise the existing State/Municipal Agreement (SMA) for the Third Street Bridge Project. Due to increased project costs and extended time delays involved with the Environmental Report submittal, WisDOT has extended the bid letting date to July 12, 2016 and provided a revised agreement increasing the federal funds commitment (enclosed).

The revised agreement increases the federal/state funding commitment from \$198,000 to \$428,000. Along with the funding increase, the SMA stipulates the federal funds are capped at that level, although this does not prevent the City from requesting additional funds in the future, dependent on availability.

Because the City would be responsible for project costs exceeding the cap, we contacted the design engineering firm, Ayres Associates, to gauge our level of confidence with the capped amount. Ayres indicated the estimated costs in the revised SMA were generated from their preliminary project estimate which included cost factors for the staged construction and the later bid letting. So, at this time, we are fairly confident the project cap will be sufficient, but the Council needs to be aware of the possibility of the cap being exceeded in which case the City could be responsible for the project cost overruns. Despite that possibility, I recommend the approval of the revised SMA because it increases federal/state funding commitments and allows for the completion of this structurally deficient bridge by July, 2017 at a substantially lower local cost than what would be possible without the shared funding.

Enclosure

M:\word\CC memo re Third St Bridge SMA Revision No. 1_9-17-15.docx



1st REVISION
**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

This agreement supersedes the agreement signed by the Municipality on August 14, 2011 and signed by DOT on January 12, 2012.

Program Name: Local Bridge

Sub-program #: 205

Revised Date: August 27, 2015

Date: April 20, 2011

I.D.: 4992-01-00/71

Road Name: 3rd Street

Bridge ID: P-70-0702

Location: Lake Winnebago Slough

Limits: Kargus Drive – Brighton Drive

County: Winnebago

Project Length: 0.01 miles

Facility Owner: City of Menasha

Project Sponsor: City of Menasha

The signatory, City of Menasha, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing structure is a single span concrete deck girder bridge. There are numerous cracks in the concrete deck, extensive cracking and delamination of the concrete girders, extensive cracking, delamination and exposed rebar in the wingwalls. The bridge is 22.3 feet wide and 35 feet long and was originally constructed in 1925. The sufficiency rating is 30.1 with an NBI of 3 on the deck and superstructure and 4 on the substructure. The bridge is considered to be both structurally deficient and functionally obsolete with an inventory rating of HS20 and an operating rating of HS35. There are no sidewalks and the structure is not part of a regional bicycle/pedestrian system. This structure serves as the only access for a number of residences in the area.

Proposed Improvement - Nature of work: The proposed improvement will replace the existing structure with a single span structure that is 24 feet wide and 40 feet long. The asphalt approaches will extend 120 LF to the east and 120 LF to the west of the new structure. There will be some minor right of way acquisitions and temporary easement required to accommodate the construction of the new bridge. The road will be open during and construction and a temporary structure used to detour traffic.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
None

The Municipality agrees to the following 2011-2014 Local Bridge program project funding conditions:

Project design costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Real estate costs will be funded 100% by the Municipality. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2017. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 4992-01-00					
Design	\$60,000	\$48,000	80%	\$12,000	20%
State Review	\$15,000	\$12,000	80%	\$3,000	20%
Design ID Subtotal	\$75,000	\$60,000	80%	\$15,000	20%
ID 4992-01-71					
Structure					
Participating Construction	\$360,500	\$288,400	80%	\$72,100	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$73,150	\$58,520	80%	\$14,630	20%
Approach					
Participating Construction	\$75,000	\$60,000	80%	\$15,000	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$26,350	\$21,080	80%	\$5,270	20%
Construction ID Subtotal	\$535,000	\$428,000	80%	\$107,000	20%
Total Est. Cost Distribution	\$685,000	\$548,000		\$137,000	

Project ID 4992-01-71 has a federal funding cap of \$428,000.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Menasha (please sign in blue ink.)

Name

Title

Date

Signed for and in behalf of the State:

Name

Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2011-2014 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2011-2014 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Real estate for the improvement.
 - c. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - d. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - e. Conditioning, if required and maintenance of detour routes.
 - f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - g. All work related to underground storage tanks and contaminated soils.
 - h. Street and bridge width in excess of standards.
8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes including snow and ice removal) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate or prohibit parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2011-2014 Local Bridge Program project funding conditions:
- a. ID 4992-01-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4992-01-71: Construction:
 - i. Costs for structure and approach reconstruction are funded with 80% federal/state funding, when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the project federal funding cap (see sub-item d).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality. This portion of the project is subject to the project federal funding cap (see sub-item d).
 - d. **Project Cap: Project ID 4992-01-71 has a federal funding cap of \$428,000.**

[End of Document]



MEMORANDUM

To: City of Menasha Common Council

From: Peggy Steeno, Director of Administrative Services

Date: September 17, 2015

RE: Flexible Spending Agreement - Vendor Assignment

BACKGROUND

The City of Menasha currently partners with BMO Benefit Services (previously known as Marshall & Ilsley Trust Company N.A.) to administer the City's health flexible spending arrangement (Health Care FSA) and dependent care assistance plan (Dependent Care FSA) per an agreement entered into on January 1, 2012.

BMO Benefit Services has signed a definitive agreement for Total Administrative Services Corporation (TASC), a company based in Madison, Wisconsin, to acquire BMO Benefits Services. As such, BMO Benefit Services is asking the City to consent to the current agreement being assigned to TASC.

ANALYSIS

If approved, TASC, the new service provider will assume all of BMO's responsibilities under the existing service agreement as of October 1, 2015. And, per the current transition plan, the City's current BMO representatives will continue on with TASC to service the City of Menasha.

There is a ninety (90) day termination clause in the existing agreement that the City is planning to execute to preserve the right to change to a different provider as of January 1, 2016, if the City so desires.

FISCAL IMPACT

There is no fiscal impact attached to this assignment as none of the agreement details change with the assignment.

RECOMMENDATION

Staff recommends approval of the assignment of the current Health Care FSA and Dependent Care FSA from BMO Benefit Services to Total Administrative Services Corporation.

September 1, 2015

Peggy Steeno
City Of Menasha
140 Main Street
Menasha, WI 54952

Re: City of Menasha Cafeteria Plan

Dear Peggy Steeno:

I am pleased to announce that BMO Harris Bank N.A. (BMO) has signed a definitive agreement for Total Administrative Services Corporation (TASC), a company based in Madison, Wisconsin, to acquire BMO Benefits Services (the "Transaction"). As a valued BMO client, I want to inform you about this Transaction and let you know how pleased we are to have found such a well respected partner to continue the high level of services we seek to provide to you each day.

About TASC

Since 1975, privately-held TASC (www.tasconline.com) has provided benefit account management, benefit continuation services, and compliance services to employers around the nation. Today, with a sales force of more than 10,000 combined distributors and regional sales directors and more than 900 employees nationwide, the organization boasts 20-plus service offerings, generates \$89 million in revenue, and processes over \$2 billion in payments annually.

What Happens Next? Your Consent is Requested

Subject to your consent, your Administrative Services Agreement and the related Business Associate Agreement (together, your "Services Agreements") will be assigned from BMO to TASC. Attached is a "Consent to Assignment," which confirms your understanding that, effective as of September 30, 2015, the closing of the Transaction, TASC will be your Administrative Agent and Business Associate, as applicable, assuming all of BMO's responsibilities to you under your Services Agreements.

Please sign the "Consent to Assignment" form as soon as possible and no later than September 25, 2015 and scan and email the document back to me. Representatives from BMO and TASC would be pleased to speak with you if you would like further discussion.

We truly value your business. BMO and TASC will be working together to ensure a smooth transition. If you have any questions or concerns, feel free to contact me.

Best regards,
Sheila Vetrone

Sheila A. Vetrone | Benefit Services Manager | Vice President
BMO Benefit Services | 221 W College Avenue | Appleton, WI, 54912
sheila.vetrone@bmo.com
(T) 920-749-3551 | (F) 888-244-2759 | (M) 920-843-8105

BMO Retirement Services is a part of BMO Global Asset Management and a division of the BMO Harris Bank N.A., offering products and services through various affiliates of BMO Financial Group.

BMO Global Asset Management is the brand name for various affiliated entities of BMO Financial Group, that provide trust, custody, securities lending, investment management, and retirement plan services. Certain of the products and services offered under the brand name BMO Global Asset Management are designed specifically for various categories of investors in a number of different countries and regions. Those products and services are only offered in jurisdictions in accordance with applicable laws and regulations. BMO Financial Group is a service mark of Bank of Montreal (BMO). Investment products are NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE

CONSENT TO ASSIGNMENT

City Of Menasha

City Of Menasha ("Client") hereby consents to the assignment of the Administrative Services Agreement and the related Business Associate Agreement (together, the "Services Agreements") from BMO Harris Bank National Association ("BMO") to Total Administrative Services Corporation ("TASC"), pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of August 28, 2015, (the "Purchase Agreement"), between BMO and TASC. This assignment will be effective as of September 30, 2015. Upon the effectiveness of this consent and the assignment of the Services Agreements from BMO to TASC, TASC will assume all rights, obligations and duties of BMO under the Services Agreements as set forth in the Purchase Agreement.

ACKNOWLEDGED AND AGREED

City Of Menasha

By:

Name: _____

Title: _____

Date: _____

Expert Benefits Administration with Innovative Service Features

TASC provides reliable third-party administration and compliance for a wide range of HR and employee benefits programs within our Group Business Division. Employers of any size are able to select from multiple service offerings to fit their business needs and create a comprehensive, compliant, and attractive benefits platform for their employees.

Benefit Account Management Services

Choose from our menu of tax-advantaged plans that help you and your employees save money, and offer innovative tools to conveniently manage your account(s).

FLEXSYSTEM* (Flexible Spending Account)
Healthcare FSA and Dependent Care FSA
Premium Only Plan (POP)
Transit and Parking Accounts

TASC HSA (Health Savings Account)

DIRECTPAY HRA* (Health Reimbursement Arrangement)

TASC FUNDED HRA* (Integrated and Retiree FHRA Plans)

We also offer a variety of HR outsourcing solutions that provide hassle-free administration and compliance:

PAYPATH (Payroll Services Administration)
TASC GIVEBACK (Workplace Giving Administration)
TASC WELLNESS REWARDS (COMING SOON)
TASC TUITION REIMBURSEMENT (COMING SOON)

**Includes Audit Guarantee (exclusive to TASC)*



Benefit Continuation Services

Reduce your workload and risk by shifting the burden of complex administration and liability to a trusted expert.

COBRATODAY (COBRA Administration)

FMLAMATTERS (FMLA Administration)

RETIREEBILLING

Compliance Services

Rest-assured that you are meeting regulatory and legislative requirements with our reliable compliance service offerings.

ERISAEDGE (ERISA Compliance Services)

TASC MEDICARE PART D NOTICES (sold with or without ERISAEdge)

TASC PCORI COMPLIANCE SERVICES (sold with or without ERISAEdge)

TASC HIPAA COMPLIANCE SERVICES

TASC FORM 5500 PREPARATION

TASC NON-DISCRIMINATION TESTING

TASC ACA EMPLOYER REPORTING

TASC DOXBOX (Document Repository and Dissemination Service)

Why Choose TASC?

At TASC, we serve our Clients in a manner that is unique to the benefits industry, with personalized service, flexible benefits options, and cutting-edge technology. This coincides with our vision to be a high-performance, engaged, and community-minded workforce.

A Unique Level of Administration

Our ongoing commitment to serving our Clients is what sets us apart from the competition. That commitment includes:



A long-term, value-oriented approach. TASC is a family-owned business with roots in the rural Midwest. Since 1975, TASC has grown to a national administrative service company with annual revenue of 50 million dollars. Even with our size we hold fast to our genuine concern for our customers, our employees, and our representatives.



A commitment to low operating expenses. This keeps our fees low and makes our services affordable for employers excluded by other administrators.



Customer service excellence. We offer a level of customer service that is unparalleled in the industry with certified and experienced representatives who put our customer needs first.



An endorsement of technology. Internet and mobile technologies are integral to the unrivaled accessibility and speed at which TASC serves our Clients, and support the ease-of-use that our customers depend on.

Reliable and Sustainable Company Growth

After 40 years of successful business, we remain steadfast into the future with a primary focus on our customers and their confidence in TASC. Our commitment to continued growth and innovation in order to raise the level of our services and stay ahead of the industry is **a promise we can deliver.**

An award-winning TPA you can count on!

- **40 years of industry experience and growth**
- **National market coverage with over 900 employees in 60 U.S. cities**
- **Multiple distribution channels**
- **Compliance expertise and assurance**
- **Service transparency and accountability**
- **Certified customer care and support teams**
- **Industry exclusive Governmental Affairs Staff**
- **Annual SSAE 16 Type II Audit completion**
- **Competitive pricing**
- **Multiple awards received for benefits administration, innovation, and philanthropy**

Valuable Client Features

- **OneTASC:** One invoice, one website, one onboarding and more for multiple TASC plans/services
- **MyService Center Online:** Service visibility, transparency, and accountability for all TASC Plans
- **Unique Funding Arrangements**

Innovative Participant Features

- **TASC Card:** Convenient access to available account funds at the point of purchase
- **MyCash:** Cash account on TASC Card for claim reimbursement deposits and spending
- **MyTASC Mobile App & Text Messaging:** Access FlexSystem account and request a reimbursement
- **Claim ConneX™:** Automated claims submittal option reduces paperwork for FSA and HRA claims
- **MyTASC Web Portal:** Fully-integrated to easily manage all TASC accounts online in one place
- **Daily Claims Processing and Auto-Substantiation:** 24-hour turnaround with direct deposit

COLLATERAL ASSIGNMENT
OF
RIGHTS TO PERFORMANCE INCENTIVE PAYMENTS

THIS COLLATERAL ASSIGNMENT OF RIGHTS TO PERFORMANCE INCENTIVE PAYMENTS (this "Assignment") is made and entered into as of September 30, 2015 by Menasha Downtown Development, LLC, a Wisconsin limited liability company ("Borrower") in favor of First National Bank • Fox Valley ("Lender"), and is consented to by the City of Menasha, Wisconsin (the City").

RECITALS

A. Borrower has requested that Lender make a loan to Borrower, in the aggregate maximum principal amount of FIVE MILLION EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$5,084,500.00) (the "Loan") pursuant to a Business Loan Agreement dated the date hereof. The Loan will be evidenced by a Promissory Note in the maximum principal amount of the Loan and will be secured by the Borrower's rights and interests to receive certain Performance Incentive Payments as set forth in the Development Agreement and described below. Proceeds of the Loan will be used to pay for the construction of the parking ramp required to be constructed by the Borrower pursuant to the Development Agreement.

B. Borrower and the City have entered into that certain Development Agreement executed June 5, 2015 (the "Development Agreement") under which the City may pay to Borrower an amount up to \$7,942,628.00 from the tax increments generated by a Project (defined in the Development Agreement to include the Building and Parking Garage defined therein). A true, correct and complete copy of the Development Agreement is attached hereto and made a part hereof as Exhibit A.

C. Lender has made the execution of this Assignment a condition of making the Loan.

D. Borrower desires to execute this Assignment, in accordance with the terms and provisions hereof, in order to induce Lender to make the Loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender, Borrower and the City, the parties hereto hereby agree as follows:

1. Assignment of Rights to Receive Payments under Development Agreement. As long as there is outstanding any amount of principal or interest on the Loan, Borrower hereby collaterally assigns and transfers to Lender all of its rights and interests in the obligations of the City to make the payments specified in Section 2.4 of the Development Agreement (but excluding any payments to be made by the City to reimburse the Borrower for any real or personal property tax related to the Parking Garage and not attributable to the value of the Building) to secure the payment and performance by Borrower of its Obligations under the Note. The Borrower hereby directs and the City hereby agrees to make such payments directly to the Lender without any further action on the part of the Borrower. Payments payable by the City to reimburse the Borrower for any real or personal property tax related to the Parking Garage and not attributable to the value of the Building shall be payable directly to the Borrower.

2. Consent of City. The City hereby consents to the collateral assignment of the payments described above to the Lender, and confirms that it will make the Performance Incentive Payments described in Section 2.4 of the Development Agreement (except as limited in paragraph 1, above) directly to the Lender for the benefit of the Borrower, subject only to the limitations set forth in Sections 2.4.05 and 2.4.06 of the Development Agreement.

3. Right to Cure Defaults. In the event Borrower is in default under its obligations under the Development Agreement to the extent that there is any possibility that the obligations of the City to make the Performance Incentive Payments is in any way jeopardized, Borrower and the City agree that the Lender shall have the right, but not the obligation, to take such action as it deems necessary and appropriate to cure such default to such an extent that the obligations of the City to make the Performance Incentive Payments is again restored.

4. No Modification or Amendment. As long as there is outstanding any amount of principal or interest on the Loan, neither Borrower nor the City shall cause the Development Agreement to be modified or amended, and Borrower shall not waive any of its rights under the Development Agreement, without the Lender's prior written consent. The City shall not exercise any remedies, including, without limitation, termination of the Development Agreement, without giving at least thirty (30) days' prior written notice to Lender together with such additional time as may be reasonable necessary to permit Lender to exercise its rights to cure any defaults of the Borrower as described in paragraph 3, above. In no event shall the City terminate its obligations to make the payments under Section 2.4 of the Development Agreement for improvements made by the Borrower prior to such termination. The Development Agreement shall not be terminated by the City while Lender is promptly, diligently and actively prosecuting its rights to cure any default by the Borrower. Borrower

shall not terminate the Development Agreement without Lender's prior written consent.

5. Default Under Development Agreement. Borrower covenants to perform its obligations under the Development Agreement, and to give immediate notice to Lender of any notice of default served upon Borrower with respect to its obligations under the Development Agreement.

6. Successors and Assigns. Subject to the provisions hereof, this Assignment and the Development Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not assign its obligations or interests under the Development Agreement or under this Assignment without the prior written consent of Lender as long as there is any amount of principal or interest outstanding under the Loan.

9. Notices. Any notice required or permitted to be given by any party hereto to any other party hereto under the terms of this Assignment shall be given in accordance with the terms of the Loan Agreement.

10. Headings. The headings or captions of the sections set forth herein are for convenience only.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

BORROWER:

MENASHA DOWNTOWN DEVELOPMENT, LLC

By: MDD MANAGEMENT, LLC, MANAGER

By: _____

JOHN J. HOGERTY II, MEMBER

MDD MANAGEMENT, LLC

LENDER:

FIRST NATIONAL BANK • FOX VALLEY

By:_____

**TIM VOGELSANG, SENIOR VICE
PRESIDENT**

THE CITY OF MENASHA, WISCONSIN

By:_____
Don Merkes, Mayor

APPROVED AS TO FORM:

Pamela Captain, City Attorney

STATE OF WISCONSIN)
)
) SS
COUNTY OF _____)

By: _____

Notary Public in and for the State of _____

My commission expires: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared **DON MERKES, MAYOR, AND PAMELA CAPTAIN, CITY ATTORNEY OF THE CITY OF MENASHA, WISCONSIN** and the Mayor known to me to be the authorized agent of the City that executed the Collateral Assignment of Rights to Performance Incentive Payments to be the free and voluntary act and deed of said City, and the City Attorney to be the authorized agent of the city to approve the form of documents executed by the City officials, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute and approve the form of this Collateral Assignment of Rights to Performance Incentive Payments and in fact executed and approved the form of the Collateral Assignment of Rights to Performance Incentive Payments on behalf of the City of Menasha.

By: _____

[Type or Print Name]

Notary Public in and for the State of _____

My commission expires: _____

EXHIBIT A

Development Agreement

See Attached.

WB-44 COUNTER-OFFER

Counter-Offer No. 4 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 (PARTIAL) 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 LINE 6 OF COUNTER OFFER # 4 BY SELLER IS REJECTED. PURCHASE
7 PRICE SHALL BE \$290,000.
8 LINES 7 & 8 OF COUNTER OFFER # 4 BY SELLER ARE ACCEPTED.
9 LINES 13-24 OF COUNTER OFFER # 2 BY SELLER ARE ACCEPTED.
10 SELLER SHALL GRANT THE CITY OF MENASHA A RIGHT
11 OF FIRST REFUSAL FOR THE PURCHASE OF THE REMAINDER
12 OF THE 320 CHUTE STREET PARCEL FOR A PERIOD OF
13 THREE YEARS COMMENCING ON SEPTEMBER 9, 2015.
14 THE DATE FOR BINDING ACCEPTANCE ON LINE 30 OF THE
15 OFFER TO PURCHASE SHALL BE AMENDED TO SEPTEMBER
16 15, 2015.
17 THE CLOSING DATE ON LINE 70 OF THE OFFER TO
18 PURCHASE SHALL BE AMENDED TO SEPTEMBER 30, 2015.
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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 SEPTEMBER 1, 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 8/27/15.

39 GREG KEIL Licensee and Firm ▲
40 8/27/15 Date ▲

41 Signature of Party Making Counter-Offer ▲

Signature of Party Making Counter-Offer ▲ Date ▲

42 [Signature] 8/27/15
43 Signature of Party Accepting Counter-Offer ▲ Date ▲

[Signature] 8/27/15
Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by GREG KEIL on 8/27/15.

45 GREG KEIL 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:

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com

WB-44 COUNTER-OFFER

Counter-Offer No. 4 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 07/27/2015 and signed by Buyer City of Menasha
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 Line 6 of Counter-Offer #3 by buyer is rejected. Purchase price shall be \$300,000.00.
7 Lines 8 through 11 of Counter-Offer #3 by the buyer are accepted.
8 Lines 13 through 24 of Seller's Counter-Offer #2 are included in this Counter-Offer.

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 24, 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 08/19/2015
38 Licensee and Firm ▲ Date ▲

39 08/19/2015 08/19/2015
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 08/19/2015
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. 3 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 (partial) 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 Line 6 of counter offer #3 by seller is rejected. Purchase
7 price shall be \$282,000.
8 The date for binding acceptance on line 30 of the offer
9 to purchase shall be amended to September 15 2015.
10 The closing date on line 20 of the offer to purchase shall
11 be amended to September 30, 2015.
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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 August 24, 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 [Signature] on 8/19/15
39 [Signature] Licensee and Firm ▲ Date ▲
40 [Signature] 8/19/15
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

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

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 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 ▲ 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 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-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 [Signature] Licensee and Firm 7/31/15 [Signature] Date 7.31.15
39 Signature of Party Making Counter-Offer [Signature] Signature of Party Making Counter-Offer [Signature]
40 Print name Robert Dove Date [Signature] Print name Richard Batley Date [Signature]

42
43 Signature of Party Accepting Counter-Offer [Signature] Date [Signature] Signature of Party Accepting Counter-Offer [Signature] Date [Signature]
44 Print name [Signature] Print name [Signature]

45 This Counter-Offer was presented by Gary Laeyendecker Commercial Associates on 07/31/2015

46 Licensee and Firm [Signature] Date [Signature]

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

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. 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.

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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 [Signature] Licensee and Firm ▲
40 7/31/15 Date ▲

41 Signature of Party Making Counter-Offer ▲

Signature of Party Making Counter-Offer ▲

Date ▲

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

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**

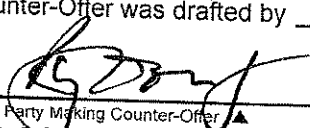
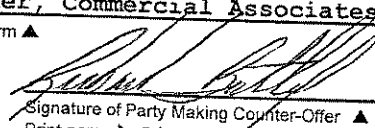
WB-44 COUNTER-OFFER

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.
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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 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 Laeyendecker, Commercial Associates on 07/28/2015
38 Licensee and Firm ▲ Date ▲
39  07/28/2015  07/28/2015
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 ▶ Greg Keil Print name ▶

45 This Counter-Offer was presented by Gary Laeyendecker 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-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): glayendecker@gmail.com
56 E-Mail address for Buyer (optional): gkelko@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)

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

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

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

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

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

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

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

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

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this 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 commitment.

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
 - o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
 - p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
 - q. Lack of legal vehicular access to the Property from public roads.
 - r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
 - s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
 - t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
 - u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
 - v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
 - w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
 - x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
 - y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
 - z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
 - aa. Existing or abandoned manure storage facilities on the Property.
 - bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
 - dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 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 7/27/15
538 Buyer's Signature ▲ Print Name Here ▶ 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 ▲

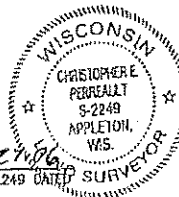
FOUO EBC-121

A

APPROVED

~~MAY 23 2006~~

By: Plan Commission
CITY OF MENASHA



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, WANNABAGO COUNTY, WISCONSIN,
WHICH IS ASSUMED TO BEAR N89°37'50"W.

GROUND LEASE

This Ground Lease (this "Lease") is entered into as of July 7, 2015, by and between the **City of Menasha**, a Wisconsin municipal corporation ("Lessor") and **Menasha Downtown Development, LLC**, a Wisconsin limited liability company ("Lessee"). Lessor and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Lessor owns the real property legally described on attached Exhibit A (the "Premises").

B. Lessor and Lessee have entered into that certain Development Agreement dated June __, 2015 ("Development Agreement"), pursuant to which Lessor is required to enter into this Lease with Lessee with respect to the Premises. This Lease is not meant to nor does it amend any of the terms and conditions in that Development Agreement.

C. Lessee desires to enter into a lease of the Premises for the purpose of constructing and operating certain improvements thereon.

D. Lessor desires to enter into a lease with Lessee hereunder for such purpose on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the rent herein stipulated to be paid and other provisions to be performed, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I DEMISE OF PREMISES

Lessor hereby demises and leases the Premises to Lessee, and Lessee hereby takes and leases the Premises from Lessor, for the Term and upon the provisions hereinafter specified.

ARTICLE II CERTAIN DEFINITIONS

Together with other capitalized words, terms and phrases specifically defined in this Lease, the following capitalized words, terms and phrases shall have the meanings set forth below:

(a) "Additional Rent" means any other payments due from Lessee to Lessor under this Lease other than Rent.

(b) "Assignment" means an assignment to a third party by a party of any or all of its rights and obligations under this Lease.

- (c) "Assignee" means the assignee under an Assignment.
- (d) "Commencement Date" means July 7, 2015.
- (e) "Governmental Authorities" means all federal, state and municipal governments, courts, departments, commissions, boards, and officers having jurisdiction over the Premises, the improvements or the construction thereof, Lessor or Lessee.
- (f) "Governmental Requirements" means all present and future laws, ordinances, rules, regulations and requirements of any Governmental Authority having jurisdiction over the improvements or the Premises or the use of either of them of this Lease and all building permits and other licenses and approvals required by the appropriate Governmental Authorities in connection with the improvements or this Lease.
- (g) "Lease Year" means a period of twelve (12) consecutive months. The first Lease Year shall commence as of the Commencement Date and shall end the day prior to the first anniversary of such Commencement Date. Each subsequent Lease Year shall commence as of the subsequent anniversary of the Commencement Date.
- (h) "Parking Garage" shall have the meaning set forth in the Development Agreement.
- (i) "Rent" means all amounts payable by Lessee to Lessor for the use of the Premises under this Lease.
- (j) "Term" means the duration of this Lease. The Term shall commence on the Commencement Date and end on the termination of the Tax Incremental District as defined in the Development Agreement, unless sooner terminated in accordance with the terms of this Lease.

ARTICLE III TERM

Subject to the provisions hereof, Lessee shall have and hold the Premises for the Term.

ARTICLE IV RENT

Lessee shall pay rent ("Rent") to Lessor during the Term of this Lease in the amount of One Dollar (\$1.00) per year, payable in advance on the Commencement Date and thereafter on the first day of each Lease Year during the Term. Lessee shall pay Additional Rent as provided elsewhere in this Lease.

ARTICLE V NET LEASE

This Lease shall be a net lease, meaning that, except for any public improvements or payments required to be paid by the City under the Development Agreement, Lessee shall pay all utilities and other expenses relating to the ownership and operation of the Premises and improvements during the Term, including without limitation, all charges for water, sewer, utility or communication services which accrue against the Premises and improvements during the Term hereof. Any such amounts paid by Lessor shall be Additional Rent and shall be reimbursed by Lessee upon Lessor providing Lessee with a copy of the paid bills for such expenses.

ARTICLE VI DEVELOPMENT OF THE PREMISES

Section 6.1. Scope of Development. Lessee intends to improve the Premises by constructing a Parking Garage. Lessor hereby authorizes Lessee to construct such improvements, subject to Lessee receiving all required governmental approvals.

Section 6.2. Costs of Construction. The entire cost and expense of constructing any and all improvements to the Premises shall be borne and paid by Lessee, subject to the terms of the Development Agreement. Lessee shall promptly cause any lien that may attach to the Premises as a result of construction of the Parking Garage to be released and shall provide Lessor with written confirmation, in form reasonably acceptable to Lessor, of such release/waiver.

Section 6.3. Responsibilities of Lessor.

(a) **Governmental Approvals.** Lessor will assist and cooperate with Lessee in connection with reasonable requests by Lessee to obtain all Governmental Requirements, permits, licenses, variances, or other approvals from any Governmental Authority which may be reasonably necessary for or which will facilitate the development, operation and use of the improvements pursuant to this Lease.

(b) **Easements.** Lessor agrees to join in granting or dedicating such public or private utility company easements as may be reasonably required for the development of the Premises in accordance with this Lease.

Section 6.4 Responsibilities of Lessee

Lessee shall keep and maintain the Premises and improvements in good condition and repair during the term of this lease, reasonable wear and tear excepted.

ARTICLE VII NO ASSIGNMENT OR SUBLETTING

Neither Party may assign this Lease or any interest herein, or otherwise sell, lease, transfer or convey any right, title or interest in this Lease without the express written consent of the other Party.

ARTICLE VIII INSURANCE

Unless otherwise specified in this Lease, each party shall, at its sole expense, maintain in effect at all times during the Term, insurance coverage with limits not less than those set forth below with the insurers and under forms of policies set forth below.

- a. *Worker's Compensation and Employers Liability Insurance.* Each party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its respective employees in accordance with the laws of the State of Wisconsin.
- b. *Commercial General Liability and Automobile Liability Insurance.* Each party shall provide and maintain the following commercial general liability and automobile liability insurance:
 1. Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - a. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - b. Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)
 2. Each party shall maintain limits no less than the following:
 - a. General Liability. One million dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate) for bodily injury, personal injury and property damage.
 - b. Personal and Advertising Injury Limit. One million dollars (\$1,000,000.00)
 - c. Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
 - d. Umbrella Liability. Six million dollars (\$6,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.
- c. *Builder's Risk/Installation Floater/Contractor's Equipment or Property.* The Lessee shall purchase and keep in place Builder's Risk insurance until completion of construction. ~~is responsible for loss and coverage for these exposures.~~

~~e.d.~~ *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Each party is to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) on the policies to be held by the other party hereunder as respects: liability arising out of activities performed by or on behalf of the policy holder; products and completed operations of the policy holder; premises occupied or used by the policy holder; and vehicles owned, leased, hired or borrowed by the policy holder. The coverage shall contain no special limitations on the scope of protection afforded to the other party. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of the other party.

~~2. For any claims related to this Lease or usage of the Premises and improvements, except the Lessee's insurance shall be primary insurance as respects the Lessor, its elected and appointed officials, officers, employees or authorized representatives or volunteers.~~

~~3.2.~~ Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.

~~4.3.~~ Each insurance policy required by this Lease shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the policy holder, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the other party.

~~5.4.~~ All of the insurance shall be provided on policy forms and through companies licensed to do business in the State of Wisconsin.

~~d.e.~~ *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by the other party.

Evidences of Insurance. Prior to execution of the Lease, each party shall provide to the other party a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Lease. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

ARTICLE IX USE OF THE PREMISES

Lessor covenants that Lessee may peaceably and quietly enjoy the Premises and may use the Premises for the construction, operation and maintenance of the Parking Garage. Lessee shall allow the ground level of the Parking Garage to be used as public parking outside of its Tenants' normal business hours. "Normal Business Hours" shall be initially defined as the period commencing at 7:00 am and extending to 5:00 pm every week day except holidays, but Lessee

shall have the right to extend or modify such time period upon delivery of written notice to Lessor six months prior to any change taking effect. Lessor shall cause its insurance to be primary relative to the public use of the Parking Garage.

ARTICLE X NOTICES

Any notice given in connection with this Lease shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery.
- (b) By delivery by an express mail service.
- (c) By mailing via first class United States mail, postage prepaid, addressed to the last known address of the recipient.

Notice by mailing in the first class United States mails as described shall be deemed given upon mailing. All other forms of notice shall be effective upon receipt. Until further notice, notices by mail shall be addressed as follows:

If to Lessor: City of Menasha
 Attention: Mayor
 140 Main Street
 Menasha, WI 54952

With a copy to: City Attorney
 City of Menasha
 140 Main Street
 Menasha, WI 54952

If to Lessee: Menasha Downtown Development, LLC
 Attn: John J. Hogerty II
 1 Neenah Center, Suite 700
 Neenah, WI 54956-3053

ARTICLE XI FORCE MAJEURE

If Lessee is in default under this Lease for any reason and the default is caused by labor disputes, fire or other unavoidable casualties, unusual delay in deliveries, abnormal adverse weather conditions or any other causes beyond the reasonable control of Lessee, Lessee shall be allowed a reasonable extension of time meet its obligations under this Lease to account for the delay caused by any of the named events.

ARTICLE XII MISCELLANEOUS

Section 11.1. Assignment. This Lease is binding upon the Parties and their respective representatives, successors and assigns. Consistent with Article VII above, neither party may assign this Lease or any interest therein without the advance written consent of the other party. Lessee shall not underlet the Premises, or any part thereof, or any right or privilege appurtenant thereto without the advance written consent of the Lessor. ~~Notwithstanding the foregoing, Lessor acknowledges that Lessee is obtaining financing for the construction of the Parking Garage and that Lessee's lender may request or require a collateral assignment of certain of Lessee's rights contained in the Development Agreement related to performance incentive payments, and that the lender may request that Lessor consent in writing to such an assignment. While not binding Lessor, Lessor agrees to work in good faith with Lessee and its lender on an acceptable form of assignment agreement.~~ Nothing in this Section 11.1 or otherwise shall restrict Lessee from permitting tenants and invitees of tenants to use the Premises and Parking Garage.

Section 11.2. Compliance with Laws. Lessee agrees to comply with and conform to all present and future laws, ordinances, and regulations of the federal, state, county and local government in the use of the Premises and the exercise of its rights under this Lease. This includes all applicable federal, state and local environmental laws, ordinances and regulations, together with common law requirements (collectively "Environmental Laws"), which relate to discharge, emissions, waste, nuisance, pollution control, hazardous or toxic substances and other environmental matters during the term during the entire term of this Lease. Lessee shall deliver to Lessor Material Safety Data Sheets describing all Hazardous Substances stored, used or disposed of on the Premises and shall keep such information current. Lessee shall indemnify and hold Lessor harmless from any liability, claim or injury, including reasonable attorney fees and the costs of any required or necessary repair, clean-up, remediation or detoxification, arising out of (1) the use, handling, storage, disposal or release of any Hazardous Substances by the Lessees, its agents and employees and any tenant, customer or invitee on, under or about the Premises, or (2) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by the Lessee or the operation of the Lessee's business during the term of this Lease. Lessor shall also indemnify the Lessee for any liability, claim or injury, including reasonable attorneys' fees, the Lessee incurs with regard to any environmental damage or violation of Environmental Laws which occurred prior to the commencement of this Lease. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

Section 11.3. Reserved.

Section 11.4. Right of Entry. Lessor shall have the right to enter the Premises at all reasonable times for the purpose of verifying compliance with the terms and conditions of this Lease. In exercising its rights under this Section 11.4, Lessor shall not interfere with or unreasonably disrupt the business operations of Lessee and its tenants and invitees.

Section 11.5. Abandonment. Lessee agrees not to permanently abandon the Premises at any time during the Term. Should Lessee permanently abandon the Premises or be dispossessed by process of law or otherwise, such abandonment or dispossession shall be a breach of the

Lease, and in addition to any other rights which the Lessor may have, the Lessor may remove any personal property belonging to Lessee which remains on the Premises and store and dispose of the same, such removal, storage and disposal to be at the expense of the Lessee. For the avoidance of doubt, a temporary cessation of use of the Parking Garage by Lessee and/or its tenants and invitees, including for periods during which the Building is vacated by one or more tenants, shall not be deemed abandonment hereunder.

Section 11.6. No Third Party Beneficiary. Except as otherwise set forth herein, nothing contained in this Lease, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

Section 11.7. Independent Contractor. The parties are acting as independent contractors and nothing in this Lease is intended to create or be construed or interpreted as creating a partnership, joint venture, or any such mutual relationship between the parties. Except as otherwise set forth herein, each party shall be responsible for its own separate debts, liabilities and other obligations.

Section 11.8. Interpretation. This Lease shall be construed and interpreted under the laws of the State of Wisconsin.

Section 11.9. No Waiver. The failure to exercise or delay in exercising any right, power or remedy hereunder on the part of a party shall not operate as a waiver, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of any other right, power or remedy. An express waiver shall only affect the event or default to which it applied and shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

Section 11.10. Surrender. Lessee shall surrender possession of the Premises upon the expiration or termination of this Lease and return the Premises in as good condition as that existing at the time of entering upon the same except: i) reasonable and ordinary wear and tear and damage by the elements, and ii) the development, construction and improvements that Lessee is permitted to perform hereunder. For the avoidance of doubt, nothing herein shall obligate Lessee to deconstruct or remove the Parking Garage and related improvements upon the termination or expiration of this Lease.

Section 11.11. Counterparts. This Lease may be executed in one or more counterparts. Facsimile and/or PDF electronic format signatures shall have the same force and effect as original ink signatures.

Section 11.12. Entire Agreement. This Lease contains the entire agreement between the Parties relating to its subject and shall not be amended or terminated orally. If any provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

Section 11.13. Indemnification by Lessee. To the fullest extent allowable by law, Lessee hereby indemnifies and shall defend and hold harmless the Lessor, its elected and appointed

officials, officers, employees and authorized representatives and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature and in any manner directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to, by reason of: a. any breach of the terms of this Lease by Lessee or b. any act, omission, fault, or negligence, whether active or passive, of Lessee or of anyone acting under its direction or control or on its behalf in connection with the performance or operation of this Lease. Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the fault, negligence, or willful misconduct of the Lessor, its elected and appointed officials, officers, employees or authorized representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

Section 11.14. Indemnification by Lessor. To the fullest extent allowable by law, Lessor hereby indemnifies and shall defend and hold harmless the Lessee, its members, officers, employees and authorized representatives and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature and in any manner directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to, by reason of: a. -any breach of the terms of this Lease by Lessor or b. any act, omission, fault, or negligence, whether active or passive, of Lessor or of anyone acting under its direction or control or on its behalf in connection with the performance of its obligations under this Lease. Lessor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the fault, negligence, or willful misconduct of the Lessee, its members, officers, employees or authorized representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

Section 11.15. General Provisions Relating to Indemnitees. The respective indemnification obligations under Section 11.13 and 11.14 above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts. Each party's respective obligation to indemnify the other party shall not be restricted to insurance proceeds, if any received by the indemnifying party, its elected and appointed officials, members, officers, employees or authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

LESSOR:
CITY OF MENASHA

By: _____

By:_____

LESSEE:

MENASHA DOWNTOWN DEVELOPMENT, LLC

By: MDD Management, LLC

By:_____

John J. Hogerty, II, Member

EXHIBIT A

Legal Description

Part of lots 5, 6, 7, 8, 9, 10 and 11, Block 43, Original Plat of the Town of Menasha and a part of Broad Street Right of Way, located in part of the Southeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 15, Township 20 North, Range 17 East; thence S $89^{\circ}46'12''$ E along the South line of the Southeast $\frac{1}{4}$ of said Section 15, 1428.10 feet; thence N $00^{\circ}22'26''$ E along the East Line of Milwaukee Street and the Southerly extension thereof, 176.24 feet; thence S $89^{\circ}34'34''$ E along the East line of Milwaukee Street, 4.00 feet; thence N $00^{\circ}22'26''$ E along the East line of Milwaukee Street, 139.91 feet to the Northwest corner of Block 43, Original Plat of the Town of Menasha; thence S $89^{\circ}35'06''$ E along the North line of said Block 43, also being the South line of Broad Street, 120.60 feet; thence N $00^{\circ}34'04''$ E, 17.79 feet to the point of beginning, (POB) of the parcel to be described; thence S $89^{\circ}25'56''$ E, 302.67 feet; thence S $00^{\circ}34'04''$ W, 124.67 feet; thence N $89^{\circ}25'56''$ W, 302.67 feet; thence N $00^{\circ}34'04''$ E, 124.67 feet to the point of beginning.

Containing: 37,732 Square Feet, 0.866 Acres.

ORDINANCE O-17-15

AN ORDINANCE RELATING TO EXISTING MINI WAREHOUSE AND STORAGE
FACILITIES TITLE 13, CHAPTER 1 OF THE CODE OF ORDINANCES
(Zoning)

Introduced at the recommendation of the Plan Commission.

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

SECTION 1: Amend Title 13, Article C, SEC.13-1-29(c)(18) and SEC. 13-1-37(c)(5) and Article D, Sec. 13-1-44(a)(4) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 13 – Zoning

CHAPTER 1

Zoning Code

ARTICLE C

Zoning Districts

SEC. 13-1-29 C-1 GENERAL COMMERCIAL DISTRICT.

...

(c) SPECIAL USES.

...

(18) Expansion of mini warehouse facilities in existence prior to January 1, 1991.

...

SEC. 13-1-37 C-4 - BUSINESS PARK DISTRICT.

...

(c) SPECIAL USES.

...

(5) Expansion of mini warehouse facilities in existence prior to January 1, 1991.

...

Title 13 – Zoning

CHAPTER 1

Zoning Code

ARTICLE D

Non-conforming Uses, Structures and Lots

SEC. 13-1-44 CHANGES TO EXISTING NONCONFORMING USES, STRUCTURES, AND LOTS.

(a) **EXISTING NONCONFORMING USES.**

...

- (4) Mini warehouse facilities in existence prior to January 1, 1991 located within the C-1 and C-4 Zoning Districts may be expanded or enlarged subject to application for and approval of a special use permit. Any such addition or expansion shall comply with the zoning standards of the respective districts.

...

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

Passed and approved this ____ day of September, 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



MEMORANDUM

To: City of Menasha Board of Public Works

From: Mark Radtke, Director of Public Works
Peggy Steeno, Director of Administrative Services

Date: September 2, 2015

RE: Methodology Used To Bill Storm Water Charges

BACKGROUND

The methodology currently used to bill storm water charges in the City of Menasha was established by the Common Council in 2008. As part of the creation of the Storm Water Utility in 2008, effective in 2009, the following customer classifications and equivalent run-off units (ERU's) were established:

Residential – Single Family	= 1 ERU
Residential – Duplex	= 1 ERU X number of dwelling units (2 ERU's)
Residential – Multi-Family	= ERU charge X parcel impervious area / 2,980 square feet
Residential – Riparian	= 0.80 ERU X number of dwelling units
Non-Residential	= ERU charge X parcel impervious area / 2,980 square feet

Recently there have been questions as to whether the above methodology is the most appropriate way to charge, specifically with regard to the duplex ERU's.

ANALYSIS

As shown in the comparable analysis provided at the July 20, 2015 Board of Public Works Meeting, as attached, various communities handle the duplex charge differently, ranging from 1.00 ERU to 2.00 ERU's per duplex.

Below is an analysis showing the effect of the different rates, using the specific number of duplex properties in the City of Menasha, under the currently established rates:

Current – Duplexes – 1.00 ERU Per Dwelling Unit / 2.0 ERU's Per Duplex:

Total Number of ERU's – 14,920
Total Amount of Revenue - \$1,119,000
Number of Duplexes - 490
Current Duplex Charge - \$150 / Year
1 ERU - \$75.00 / Year

Alternate #1 – Duplexes - 0.75 ERU's Per Dwelling Unit / 1.50 ERU's Per Duplex:

Total Number of ERU's – 14,675

Total Amount of Revenue - \$1,119,000

Number of Duplexes - 490

Duplex Charge - \$114.48 / Year

1 ERU – \$76.32 / Year (An increase of \$1.32 / ERU)

Alternate #2 - Duplexes - 0.50 ERU's Per Dwelling Unit / 1.00 ERU Per Duplex:

Total Number of ERU's – 14,430

Total Amount of Revenue - \$1,119,000

Number of Duplexes - 490

Duplex Charge - \$77.64 / Year

1 ERU - \$77.64 / Year (An increase of \$2.64 / ERU)

As illustrated in the analysis above, reducing the number of ERU's being charged to duplexes, will increase the overall rate per ERU, thereby reducing the charge for duplexes and increasing the charge to all other properties in the City.

FISCAL IMPACT

Overall, the amount of revenue needed to operate the Storm Water Utility in a prudent manner will not change. Rather the number of ERU's and charge per ERU will change, affecting customers differently, as noted above.

RECOMMENDATION

Staff recommends maintaining the existing, established methodology.

Method of Charging Various Property Types - Storm Water
7/16/2015

Stormwater Utility Name	Equivalent Runoff Unit, ERU, Size (Sq. Feet)	ERU's Charged per Single Family Home	ERU's Charged per Duplex	ERU's Charged per Triplex	ERU's Charged for All Other Properties
City of Appleton	2,368				
Village of Little Chute	2,762	1.00	1.20	By sq. ft.	By sq. ft.
City of Oshkosh	2,817	.67 - 1.33*	.67 - 1.33*	.67 - 1.33*	By sq. ft.
City of Kaukauna	2,944	1.00	1.20	By sq. ft.	By sq. ft.
City of Menasha	2,980	1.00	2.00	N/A	By sq. ft.
City of Neenah	3,138	0.50 - 2.00*	0.50 - 2.00*	0.50 - 2.00*	By sq. ft.
Town of Grand Chute	3,283	1.00	2.00	2.00	By sq. ft.
Village of Kimberly	3,350	1.00	Unknown	Unknown	By sq. ft.
Garner's Creek Watershed	3,623	Unknown	Unknown	Unknown	By sq. ft.
Town of Neenah	4,040	1.00	Unknown	Unknown	By sq. ft.
Town of Menasha	4,177	1.00	1.32	1.98	By sq. ft.

* Dependent on Size of Parcel

RESOLUTION R-25-15

RESOLUTION PERTAINING TO EQUIVALENT RUNOFF UNIT (ERU) CHARGES FOR STORM WATER UTILITY

Introduced by Mayor Merkes

WHEREAS, the ordinance creating a storm water utility contains a provision that charges for storm water services for each lot within the City of Menasha shall be made by resolution, and

WHEREAS, the current storm water charge does not equate to adequate revenues to operate the storm water utility prudently per the rate analysis that has been completed (ATTACHMENT A), and

WHEREAS, staff recommends a two phased increase, one in 2015 and one in 2016, to ease the initial burden on the ratepayers.

THEREFORE, BE IT RESOLVED that the storm water charge shall be based on the Equivalent Runoff Unit (ERU) and the charge for one (1) ERU shall be \$87.00, applicable for services billed by the Menasha Utilities or the City of Menasha on or after September 1, 2015.

BE IT FURTHER RESOLVED that the storm water charge shall be based on the Equivalent Runoff Unit (ERU) and the charge for one (1) ERU shall be \$99.00, applicable for services billed by the Menasha Utilities or the City of Menasha on or after July 1, 2016.

BE IT FURTHER RESOLVED that the Comptroller and Director of Public Works shall report to the Mayor and the Common Council as to whether the rates are still appropriate at least annually.

Passed and approved this 3rd day of August, 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



MEMORANDUM

To: City of Menasha Board of Public Works

From: Mark Radtke, Director of Public Works
Peggy Steeno, Director of Administrative Services

Date: September 2, 2015

RE: RESOLUTION R-25-15 – Resolution Pertaining to Equivalent Run-Off Unit (ERU) Charges for the Storm Water Utility

BACKGROUND

As discussed during the 2015 budget workshops, and at the June 15, 2015, July 20, 2015, and August 3, 2015 Board of Public Works Meetings, storm water rates need to be increased in 2015 to keep the Utility in a productive capacity, operating at a prudent level.

ANALYSIS

The increase is needed due to the following reasons:

- The Storm Water Utility operations have resulted in a negative position from 2012 through 2014,
- Storm water revenues have been relatively flat from 2013 to the present,
- Moderate increases in expenses from 2013 to the present, and
- A large Capital Improvement Program in 2014 and beyond with regard to storm water infrastructure projects.

As enumerated above, a \$1/ERU per month rate increase in both 2015 (effective 10/1/15) and 2016 (effective 7/1/2016) is necessary to fund operations, capital improvements, and debt service needs.

Please note that in addition to the city's current storm water needs, the Utility is facing substantial costs in the future with regard to the TMDL standard, as has been discussed for quite some time. Our representative from McMahon and Associates is working on the cost estimates which are expected to be calculated in the near future. Those costs will be shared with the Board of Public Works as soon as they are available.

FISCAL IMPACT

If approved, the impact of the increase will be approximately \$44,760 of additional revenues for the Storm Water Utility in 2015, and an additional \$223,800 of additional revenues in 2016. In terms of the monthly storm water rates, the average residential user is currently paying \$6.25 per month, which would increase to \$7.25 per month in October of 2015, and then to \$8.25 per month beginning in July of 2016.

RECOMMENDATION

Staff recommends that the Board of Public Works approve this resolution, and forward it on to Council for consideration at the September 21, 2015 Meeting.

RESOLUTION R-25-15

RESOLUTION PERTAINING TO EQUIVALENT RUNOFF UNIT (ERU) CHARGES FOR
STORM WATER UTILITY

Introduced by Mayor Merkes

WHEREAS, the ordinance creating a storm water utility contains a provision that charges for storm water services for each lot within the City of Menasha shall be made by resolution, and

WHEREAS, the current storm water charge does not equate to adequate revenues to operate the storm water utility prudently per the rate analysis that has been completed (ATTACHMENT A), and

WHEREAS, staff recommends a two phased increase, one in 2015 and one in 2016, to ease the initial burden on the ratepayers.

THEREFORE, BE IT RESOLVED that the storm water charge shall be based on the Equivalent Runoff Unit (ERU) and the charge for one (1) ERU shall be \$87.00, applicable for services billed by the Menasha Utilities or the City of Menasha on or after October 1, 2015.

BE IT FURTHER RESOLVED that the storm water charge shall be based on the Equivalent Runoff Unit (ERU) and the charge for one (1) ERU shall be \$99.00, applicable for services billed by the Menasha Utilities or the City of Menasha on or after July 1, 2016.

BE IT FURTHER RESOLVED that the Comptroller and Director of Public Works shall report to the Mayor and the Common Council as to whether the rates are still appropriate at least annually.

Passed and approved this 8th day of September, 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

City of Menasha
Storm Water Utility Budget and Rate Needs for 2015 & 2016
July 30, 2015

Line Item	Actual			Estimate* 2014	Budget 2015	W/Out Increase** 2015	Increase Recommendation** 2015	Recommendation 2016
	2011	2012	2013					
Operating Expenses								
Operation and Maintenance	\$677,850	\$882,997	\$1,082,615	\$1,125,403	\$1,262,101	\$1,262,101	\$1,262,101	\$1,306,275
Depreciation and Amortization	\$93,666	\$93,666	\$93,666	\$95,028	\$97,400	\$97,400	\$97,400	\$99,835
Operation Expenses Total	\$771,516	\$976,663	\$1,176,281	\$1,220,431	\$1,359,501	\$1,359,501	\$1,359,501	\$1,406,110
Debt Service								
Principal and Interest	\$0	\$80,690	\$43,564	\$43,551	\$43,788	\$43,788	\$43,788	\$45,000
Transfer to Other Funds	\$0	\$67,758	\$0	\$0	\$0	\$0	\$0	\$0
Planned CIP Projects					\$478,450	\$343,000	\$343,000	\$272,745
Use of Funds	\$771,516	\$1,125,111	\$1,219,845	\$1,263,982	\$1,881,739	\$1,746,289	\$1,746,289	\$1,723,855
Source of Funds								
Borrowed Funds	\$0	\$0	\$0	\$0	\$478,450	\$343,000	\$343,000	\$272,745
Interest Revenue	\$1,584	\$1,567	\$1,884	\$2,115	\$1,500	\$2,000	\$2,000	\$2,000
Cash Reserve/Borrowed Funds on Hand Spending	\$0	\$0	\$0	\$0				
Federal & State Grants	\$0	\$0	\$0	\$0				
Misc. Revenue	\$5,038	\$4,493	\$2,434	\$5,481	\$43,000	\$43,000	\$43,000	\$43,000
Subtotal	\$6,622	\$6,060	\$4,318	\$7,597	\$522,950	\$388,000	\$388,000	\$317,745
Storm Water Utility Fees Annual Revenue	\$1,070,820	\$1,093,510	\$1,111,310	\$1,125,492	\$1,120,000	\$1,119,000	\$1,163,760	\$1,387,560
Change in Net Assets / Per Annual Operations	\$305,926	(\$25,541)	(\$104,217)	(\$130,893)	(\$238,789)	(\$239,289)	(\$194,529)	(\$18,550)
Net Assets (Balance as of 1/1/2011 = \$9,209,466)	\$9,515,392	\$9,489,851	\$9,385,633	\$9,254,740	\$9,015,951	\$9,015,451	\$9,060,211	\$9,041,662
Total # of ERUs:	14,278	14,580	14,817	15,007	14,934	14,920	14,920	14,920
Utility Rate (\$/ERU/year)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$87.00	\$99.00
Utility Rate (\$/ERU/month)	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$7.25	\$8.25
Rate Increase Recommendation							16%	14%

* Please note that these numbers are marked as estimates at this time as 2014 is not completely closed out.

** 2015 Budget adjustments made based on current information available.