

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, October 17, 2016
Meeting 6:00 PM
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

1. Special Use Permit by St. Patrick's Congregation for a parking lot expansion at 320 Nicolet Boulevard, Menasha

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. [Neenah-Menasha Fire Rescue—Strategic Plan Presentation](#)
2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. [Administration Committee, 10/3/2016](#)
- b. [Board of Health, 9/14/2016](#)
- c. [Board of Public Works, 10/3/2016](#)
- d. [Committee on Aging, 9/15/2016](#)
- e. [Library Board, 9/28/2016](#)
- f. [Neenah-Menasha Sewerage Commission, 8/23/2016](#)
- g. [Park and Recreation Board, 10/11/2016](#)
- h. [Personnel Committee, 10/3/2016](#)
- i. [Plan Commission, 10/4/2016](#)
- j. [Water and Light Commission, 9/28/2016](#)

Communications:

- k. [Light Equipment Operator Position Memorandum](#)
- l. [Veterans' Day Program Invitation](#)
- m. [County LP 30% Plans](#)
- n. [Status of 867 Valley Road Project](#)
- o. [NMFR Promotions Memorandum](#)
- p. [Racine Street Entrance Monument and Landscaping](#)
- q. [Final Estimate of January 1, 2016 Population](#)
- r. [Status Update-Waterfront Trail Easement along Rear Yard of 95 Broad Street](#)

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, 10/3/2016](#)

Administration Committee, 10/3/16, Recommends the Approval of:

2. [Joint Powers Agreement Winnebago County Emergency 911 System, 12/1/2016-11/30/2017.](#)
3. [2017 Health, Dental, and Vision Insurances](#)
 - a. [A two year agreement with Wisconsin Counties Association/Group Health Trust \(WCA/GHT\) to provide health insurance at the rates and terms listed in memo dated 9/29/16](#)
 - b. [A two year agreement from January 1, 2017 to December 31, 2018 with Delta Dental to provide plan administrative services for dental insurance and the dental insurance rates for 2017 are as listed in the memo dated 9/29/16](#)
 - c. [A four year agreement with Superior Vision to provide vision insurance at the rate listed in the memo dates 9/29/16](#)

Board of Public Works, 10/3/2016, Recommends the Approval of:

4. [Payment No. 2 – Vinton Construction, Inc.; Contract Unit 2016-01; Downtown Street, Walkway and Electrical Improvements; Mill Street, Main Street, Pedestrian Link from Broad Street Parking Ramp to Main Street; \\$83,978.31.](#)
5. [Payment No. 4 – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement within Parking Area, 8' Wide Asphalt Trail and Storm Sewer; Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road \(8' Wide Asphalt Trail\), Menasha Utilities Office \(Parking Area Paving\), and Community Way; Contract Unit No. 2016-02; \\$102,126.99.](#)
6. [Recommendation to Award – Midway Underground Loop Project to J&R Underground in the amount of \\$154,756.25. \(Menasha Utilities\).](#)

Park and Recreation Board, 10/11/2016, Recommends the Approval of:

7. [Increase the seasonal slip rental rate at the Marina from \\$38.50/feet to \\$38.75/feet in 2017.](#)

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 10/5/2016—10/13/2016 in the amount of \\$711,207.60](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [Fox Valley Mutual Aid Agreement Amendment](#)
4. [Lease Agreement between Menasha Joint School District and City of Menasha -100 Main Street, Menasha](#)
5. [Lease of 133 Water Street](#)
6. [Special Use Permit Application and Site Plan Review—324 Nicolet Boulevard—St. Patrick's Congregation with the following conditions:](#)
 - a. [The lighting plan detailing fixtures and light levels be brought back to Plan Commission for review;](#)
 - b. [An amended landscape plan showing internal parking lot landscaping be submitted to and approved by staff.](#)

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. [O-16-16 An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin \(R. Lewis & R. Lewis, LLC\) \(As Recommended by the Administration Committee and Plan Commission with the following findings: 1\)The application was submitted prior to the incorporation from Town of Menasha to Village of Fox Crossing; 2\) Is a legal expansion of the City's municipal boundary; and 3\) Allows for future development of the lot and area; Introduced by Mayor Merkes\)](#)
2. [R-28-16 A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703, Wisconsin Statutes \(Lake Cottage Estates\) \(As Recommended by Board of Public Works; Introduced by Ald. Krautkramer\)](#)
3. [R-29-16 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \\$10,800,000.00 from the State Trust Funds and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Pledge the Revenues of the Electric Utility \(As Recommended by Water & Light Commission; Introduced by Mayor Merkes\)](#)

L. APPOINTMENTS

1. Mayor's Reappointment of Tom Marshall to Parks and Recreation Board for the term of 10/1/16—10/1/2019
2. Mayor's Reappointment of Rob DeLain to Parks and Recreation Board for the term of 10/1/16—10/1/2019

M. CLAIMS AGAINST THE CITY

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

O. ADJOURNMENT

MEETING NOTICE
Monday, November 7, 2016
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

Budget Review Sessions @5:00pm
Wednesday, November 2
Thursday, November 3
Wednesday, November 9
Monday, November 14



Memorandum

TO: Neenah & Menasha Common Councils
Mayor Merkes
Mayor Kaufert

FROM: Kevin Kloehn, Chief

DATE: October 11, 2016

RE: NMFR's Strategic Plan

Our Department has completed the first phase of our Strategic Planning Process. As result of this process, goals have been outline for our Department to begin working on. I've attached this document for your review. AC Mike Sipin will give a presentation on this at next week's meetings. Please keep in mind, this document will continually be improved upon as we complete goals, set new goals and plan for the future.

If you have any questions, please feel free to call me at 886-6203.

KK/tt

Enclosure



Neenah-Menasha Fire Rescue

Strategic Plan

2016

V.3 Updated June 24, 2016



Strategic Planning Committee Members

Fire Chief Kevin Kloehn
Assistant Chief Vernon Green
Assistant Chief Mike Sipin
Jim Dunbar, Captain
Jamie Leonard, Driver
Amos Mikkelson, Driver
Joe Muthig, Firefighter/Mechanic
Jason Philipp, Firefighter
Garret Gee, Firefighter
Tara Thiesen, Management Assistant
Catherine Neiswender, Facilitator, UW-Extension

Date Plan Adopted

Xxxxxx 2016

Background information about Neenah Menasha Fire Rescue

Neenah-Menasha Fire Rescue was created on January 1, 2003 by the consolidation of the City of Neenah Fire Department and the City of Menasha Fire Departments. We have 68 career employees who are committed to preserving the lives and property within the Cities of Neenah and Menasha. The Department carries out this commitment through award-winning fire prevention education programming supported by rapid, efficient response for fire, EMS and rescue emergencies. The communities we serve from our four fire stations are located in strategic areas to provide efficient response to virtually any type of emergency situation, including fire suppression, auto extrication and ice/water rescue.

The communities are served from four fire stations located in strategic areas to provide for efficient response to virtually any type of emergency situation, including fire suppression, auto extrication and ice/water rescue.

Equipment

Neenah-Menasha Fire Rescue depends upon a variety of equipment for our operations.

Engine 31 - Engine 31 (E31) is a 2005 Pierce Quantum engine/pumper. E31 is currently housed at Station 31 located at 1080 Breezewood Lane in the City of Neenah. E31 holds 750 gallons of water and is capable of pumping 1,250 gallons of water per minute. It also carries jaws equipment and responds to rescue calls if this equipment is needed.

Engine 32 - Engine 32 (E32) is a 2008 Pierce Velocity Rescue Pumper. E32 is currently housed at Station 32 located at 125 E. Columbian Avenue in the City of Neenah. E32 holds 500 gallons of water and is capable of pumping 1,250 gallons of water per minute. E32 also carries jaws equipment and responds to all rescue calls if this equipment is needed.

Quint 32 - In 2014, a new Quint 32 (Q32) was purchased to replace is a 1996 Pierce Aerial Ladder Truck. Q32 is currently housed at Station 32, which is located at 125 E. Columbian Avenue in the City of Neenah. Quint 32 is a 2013 Pierce Dash CF custom chassis with a 105" steel aerial ladder.

Engine 35 - Engine 35 (E35) is a 2015 Pierce Saber engine/pumper. E35 is currently housed at Station 35 located at 430 First Street in the City of Menasha. E35 holds 750 gallons of water and is capable of pumping 1,500 gallons of water per minute and has a Husky 3 foam system.

Engine 36 - Engine 36 (E36) is a 1998 Pierce Quantum engine/pumper. E36 is currently housed at Station 36 located at 1108 Province Terrace in the City of Menasha. E36 holds 750 gallons of water and is capable of pumping 1,250 gallons of water per minute. E36 carries jaws equipment and responds to any rescue calls if this equipment is needed.

Pumper 35 - Pumper 35 (P35) is a 1997 Pierce Saber engine/pumper. P35 is our reserve engine and housed at Station 35 located at 430 First Street in the City of Menasha. P35 holds 750 gallons of water and is capable of pumping 1,250 gallons of water per minute.

Marine 3 - Marine 3 is a Pro Line 2200 DC. This boat is used during the summer months for all water rescue calls. It was purchased and maintained by the Winnebago County Sheriff's Department and is staffed and operated by NMFR personnel. We respond to water rescue calls on the Northwest area of Lake Winnebago and also Little Lake Butte Des Morts. It is also used as another vehicle for water rescue calls with Oshkosh Fire Department.

Personnel

Neenah-Menasha Fire Rescue is a career department with 68 members. There are 63 line staff that work 24-hour rotating shifts. Line staff are split up between three different shifts, each having 21 members per shift. Each shift has one Shift Commander, five Fire Officers, five Driver/Engineers, two Shift Inspectors/firefighters and eight Firefighters. These on duty crew members staff four different fire stations within the Cities of Neenah and Menasha.

Stations

Neenah-Menasha Fire Rescue has four fire stations that serve the Cities of Neenah and Menasha.

Description of the Strategic Planning Process

The purpose of the Strategic Planning process was to clarify issues facing the Department, and identify promising strategies to address these issues.

Neenah Menasha Fire Rescue began a strategic planning process in early 2015. A Strategic Planning Committee was identified, representing a variety of perspectives within the department. The process was supported by the Chief, and the Joint Finance and personnel committee. Mayors of both Cities were made aware of the Department's efforts through committee presentations. Catherine Neiswender, Community Development Educator with Winnebago County UW-Extension was engaged to be the process facilitator and guide. The committee met monthly to keep the process moving forward.

Significant progress was made on key planning steps in 2015, including development and adoption of a new Mission, Vision and Values statements, reviewing strengths and limitations of the department, and conducting several external stakeholder surveys to provide additional input to the process. Strategic Issues and promising strategies were identified in early 2016.

This plan document contains the key Strategic Planning components:

- Stakeholder feedback
- Strategic Issues facing the Department
- Goals and Strategies

Strategic Plan Implementation and Evaluation – The Goals/Strategies section of the plan contains action plans that identify key responsible parties, timeframes and budget requirements to implement the plan. The planning committee will review the plan on a regular basis to ensure strategies are being implemented. At six (6) and twelve (12) months, the committee will meet again with the facilitator to evaluate progress, challenges and successes.

Note about the Process from the Facilitator:

It is important to articulate that this planning process occurred during a period of administrative leadership change through retirement. The strategic planning team recognizes that because new administration is in place (as of June 2016), the implementation of this plan will be influenced by the leadership style and approaches of the new administration. More importantly, the culture of NMFR will likely change, which will impact the context and priorities outlined in this plan. It is expected that goals, budgets, levels of accountability, communication approaches, transparency and potentially even department morale will change because of a transition in leadership. This is natural and to be expected. Because of this context, this strategic plan is primarily to be used as a guide to articulate significant strategic issues and outline potential promising strategies. How the Department chooses to implement this plan will unfold as the administration transition takes place and new leadership approaches get integrated into the day to day workings of the Department. It is my observation that the dedication of the strategic planning team is a positive asset to helping change happen in the Department. I have confidence that the team and leadership will use this plan to guide the Department into the future. It's been my pleasure to work with such a dedicated team!

Catherine Neiswender, UW-Extension

Mission, Vision and Values

Mission Statement

Neenah-Menasha Fire Rescue consists of committed professionals whose mission is to provide the highest standard of service through prevention, education, fire suppression, emergency medical response, technical rescue and community interaction to preserve the quality of life and property for all of those within the Cities of Neenah and Menasha.

Core Values

Trust is the cornerstone of all relationships. We will continue to strive to build and earn trust both within the department and communities we serve. We will earn trust through:

Integrity: We are committed to the highest standard of moral and ethical conduct.

Dedication: We provide quality service through pride and professionalism.

Compassion: We support our neighbors in their time of need.

Teamwork: We work together to achieve common goals.

Tradition: We preserve and carry forward the legacy of those who honorably served before us.

Courage: We do what is right in the face of adversity.

Vision Statement

Our vision at Neenah-Menasha Fire Rescue is to have a positive, motivated, and educated department. We strive to meet the community demands. We will accomplish this with an organized and defined structure. We encourage change, use resources to the full extent and work closely with outside agencies.

Stakeholder Analysis

Between October 2015 and January 2016, the strategic planning committee identify critical external stakeholders to provide feedback to the Department. Six key audiences were identified:

- Elected officials in Neenah and Menasha
- Key staff and Partners in the Cities of Neenah and Menasha
- School Partners
- Businesses
- Developers
- General Public

Six individual online surveys were developed and administered by UW-Extension between January 22, 2016 and February 12, 2016. Online surveys sought feedback on assessment of services, and ideas about opportunities for the future of the department.

The survey responses provided input and feedback to develop the strategic issues and strategies found in this plan. Individual comments and responses remained anonymous. A summary of responses (Appendix A) was developed and made available to stakeholders via the NMFR website.

An internal survey of NMFR staff was conducted in May 2016. Feedback from staff was incorporated into the issues and strategies identified in this plan.

Strategic Issues

The heart of the strategic plan is the identification and prioritization of strategic issues to be addressed. Strategic Issues are fundamental challenges or choices faced by an organization that impact their mission, personnel, services, customers, finances or processes. This section of the Strategic Plan briefly characterizes the key strategic issues facing the Department. Many of these issues were identified by external stakeholders.

- I. **External Communication and Public Outreach**– the Department understands the need to provide relevant and up to date information to elected officials and partners regarding the operations and budgeting of the Department. Individuals have different communication preferences making this a challenge. Currently the Department uses several methods to communicate. ***How can the Department more effectively and efficiently communicate with elected officials in a way they find valuable?*** Additionally, there are several opportunities for the Department to become more connected with relevant activities happening in the Cities of Neenah and Menasha, such as the Neenah comprehensive planning process. ***How can the Department be represented on these activities to maintain open lines of communication and increase understanding of impacts of projects on partners' work.*** Lastly, another dimension of communication is to strengthen connections and opportunities with the local schools and with the general public. ***How can the Department help the public understand our role, the consolidation, and priority dispatching? How can we balance outreach requests with our responsibilities? Be visible and involved without stretching resources?***
- II. **Relationships with Businesses** – Fire prevention and inspection services for local businesses are a critical responsibility of the Department. Generally, the relationship and responses to businesses is positive. There are, however, opportunities to improve and increase communications with businesses. ***How do we create a culture of building relationships with businesses and enhancing communication and service with them?***
- III. **Sustainable, Responsible and Realistic Budgeting** – the Department strives to be as transparent and responsible with the budget as possible. Yet there are still challenges sustaining personnel and equipment to meet demands and expectations when processes are unclear and changeable. Additionally, the Department may be limited in how revenues can be generated to help support programs. This is a challenge when the levy doesn't sustain existing and expanding programs, such as the Dive Team. ***How can the Department explore all alternative revenue sources and recoup costs for the Department? How can the Department develop a guideline for equipment replacement and training needs and communicate effectively to all city officials?***
- IV. **Planning and training for a changing future** – the Department seeks to be responsive to emergency needs in the community. However these types of events are evolving (e.g. active shooter situations, large environmental or weather disasters) and the Department needs to plan and train for these types of major events. Not only are major events changing, but the demographics, needs and

lifestyles of our Menasha and Neenah residents are also changing (e.g. elderly, deaf/blind, drug overdoses etc.). ***How can the Department adequately budget, train, and prepare for new and emerging situations?***

- V. **Developing and Retaining Personnel** – Department personnel recognize the strong asset they have in the staff, their high level of commitment and dedication, and high degree of skills and experience. At the same time, the Department will, like many organizations, be facing retirements which creates the need to be proactive about succession planning and support, mentoring and leadership development for newer staff. Additionally, given the changing environment around emergency response situations, training will become more critical to keep the department safe, responsive and cutting edge. ***How can the Department align staffing with community needs and better ensure adequate level of service in a changing environment? How can the Department be better at succession planning? How can the Department increase training around critical topics and with critical partners?***

Strategies and Goals

For each strategic issue facing NMFR, goals were articulated and several promising strategies were identified. The list of strategies within each goal has been prioritized by ease of accomplishment and relative impact. As implementation of these strategies ensues, it may be determined that a strategy needs to be adjusted, delayed or eliminated.

I. External Communications and Public Outreach

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL I.A - Strengthen Relationships and communication with elected officials, schools and external partners				
	1. Chief and deputy meet with elected officials to see what they want for communication and to increase transparency/ details for elected officials	Chief and Deputy Chief	Summer 2016 – first meeting; ongoing	
	2. Increase communications with Gold Cross Ambulance and both Police Departments to review expectations.	Chief, Deputy, and Training Officer	Summer 2016 – first meeting; ongoing	
	3. Encourage line personnel to attend city meetings (i.e. JT Finance and council meetings) a. Find out when Dept. staff meeting and take part of them and invite them to ours.	Top Union Leadership and Administration	Summer 2016	
	4. Create more informal ways to interact with staff, council and mayors a. Host a quarterly invite open house for lunch for all city employees and council members. b. Invite mayors for breakfast.	Union Leadership, Company Officers, Shift Commanders	Summer 2016	

	c. Find out when mayor/Aid have events in their districts to build relationships.			
	5. Work with both parks and recreational activities in the summers to reach kids with more formal programs. Start with exploration of ideas and conversations with Park and Rec staff.	Public Education Team (primary coordinator); Company Officers; all Firefighters are ultimately responsible for implementation	Company officers and Pub Ed Team explore opportunities in 2016; formalize activities in summer 2017	
	6. Look at concept of a more formalized school liaison . Evaluate the purpose and need for a school liaison. Assess and determine if needed. If yes, then evaluate budget required.	Administration	Explore in 2017; budget for in 2018 if determined appropriate.	

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL I.B - Increase visibility and access to the public				
	1. Change open door policy, making sure security is addressed.			
	2. Do a local alarms project and hand out life safety information			
	3. More community involvement helps so elected officials we do care and are committed to our jobs <ul style="list-style-type: none"> a. Ride along (?) b. Go back to exercises in park to increase visibility. c. Hold Fire OPS 101 Classes d. Union Participation (non-exec board) increase at events. 			

	e. Create citizen fire academy f. Create training activities when we do this so the public can see this (small groups)			
	4. Work with both parks and recreation activities in the summers to reach kids with more informal programs, activities or contacts	Company Officers, Pub Ed Team (overall direction/coordination)	Summer 2016; ongoing	
	5. Explore educational opportunities with the public and change a nominal fee so you have people who are serious and want to be there. (i.e. program for kids staying home alone)			
	6. Research other and creative ways to enhance public education work and how it balances with service response duties			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL I.C - Improve our ability to communicate what we are doing				
	1. Invest in Fire House Analytics to make data better for reporting.			
	2. Continue use of electronic communication - Facebook and increase use of other social media a. Staff take pictures for Facebook b. Develop electronic newsletter about events, dept., info, etc.			
	3. Using "Old fashioned" media and having a PIO team for the dept.			
	4. Interact with media better and improve relationships. a. Host a media day for the media to show them what we do.			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL I.D Review of internal policies so that we can go out and be seen by the public.				

	1. Look at uniform changes so staff can be more active with the kids (e.g. running outside, exercise in the parks)			
	2. Allow engine companies to go to lunch and/or stop by places and be visible and build relationships. (i.e. farmers markets, community events, brat fries)			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL I.E - Develop a consistent and clear Event Policy with the Mayors				
	1. Develop an Event Protocol <ol style="list-style-type: none"> Evaluate types of events for building public relations (block parties, parades, events etc.) Look at amount of time spent at events, purpose and value. 			
	2. Have Public Education protocol - with standard messages when we are at events. Have a policy/protocol.	Public Education Team		

II. Relationships with Businesses

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL II.A - Change/develop a culture of developing relationships with businesses				
	1. Encourage positive attitudes when we do inspections.			
	2. Develop a culture where fire fighters are free to make contact with management to develop relationships with that business.			
	3. Encourage more walk-throughs with businesses.			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL II.B - Clarify and create quality control processes and expectations				
	1. Switch inspections around. Have companies do large industry vs. shift inspectors.			
	2. Ensure preplans are completed once a year, and that there is clarity on how the process occurs.			
	3. Be more vigilant to get complete information from businesses. Accurate information is critical. Build this strategy into a training goal to ensure accountability.			
	4. Define tour vs inspection and educate staff on how to deal with situations when you find violations during a tour. Build a proactive schedule and clarify the purpose of the visit with the business (tour, inspection, pre-plan etc).			
	5. Develop an electronic process for people to respond to when they correct a violation.			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL II.C - Outreach to new businesses to give them new information on services NMFR provides.				
	1. Develop information that clarifies what we are looking for during an inspection and why we have to do this			

III. Sustainable, Responsible and Realistic Budgeting

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL III.A - Explore potential to generate revenues and recuperate costs				
	1. Investigate how new revenue sources could be used to support NMFR. a. If needed, propose a re-write municipal codes to allow fee structures to recuperate costs and incentives to get goals accomplished. b. Explore run data to explore contact with non-residents to bill back costs			
	2. More grant writing and support for the Department			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL III.B Accurate and Transparent Capital and Equipment Planning Process				
	1. Develop an equipment replacement plan and have this approved by elected officials and follow through with the plan			
	2. Have a realistic budget process for funding project equipment			
	3. Establish support in funding services through operating and capital budgets, vice short-term/ad hoc funding for core services.			
	4. Look at equipment we need/ don't need. Sell unnecessary equipment to fund needed equipment purchases.			

Goal	Strategy	Who's responsible	By when?	Budget needed
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GOAL III.C Modernize budgeting process – build trust and transparency through budgeting process				
	1. Investigate breaking out budget more specifically for core functional areas (i.e. training, pub education) to have a clear picture of funding available. This will allow better planning and budgeting.			
	2. Embrace honest budgeting versus fear based budgeting			
	3. Review of all services provided and do cost/benefit analysis			

IV. Planning and Training for a Changing Future – Internal Strategies

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL IV.A - Develop Department goals and budgets before the budget process begins.				
	1. Enhance communication and utilize committees effectively to create 2-way communication approaches, increase transparency, and increase buy-in and involvement from line staff.			
	2. Administration develop Dept. goals and accomplishments annually and share with staff so it's clear on the direction the Dept. wants to go for the next year.			
	3. Have a realistic plan of what will happen quarterly each year			
	4. Work with City of Neenah Finance to ensure the Department has accurate, up to date, budget reports so that Department activities and purchases can be accurately planned.			
	5. Be prepared to be responsive should there be changes in the Emergency Medical System landscape in Neenah and Menasha (e.g. Narcan, community paramedicine)			

Goal	Strategy	Who's responsible	By when?	Budget needed
GOAL IV.B - Enhance learning and training				
	1. Continue to conduct after action reviews after major events.			
	2. To increase efficiency and reduce strain on Departmental resources, determine and prioritize critical training and activities and reduce or drop training and activities that are no longer needed, valued or supported.			

	3. Develop a more efficient approach to schedule all activities, training, maintenance, etc.			
	4. Prioritize and encourage outside training to provide professional staff development, meet individual training needs, budgets, and training priorities.			
	5. Empower officers to develop how they want to organize, schedule and work with their crews (i.e. training, inspections, etc.). a. Enable company officers have a more proactive approach and identify ways/things to improve things with their engine company			
	6. Evaluate specialized roles people have and how they affect the crews (boat issues, firehouse, radios, etc.)			
	7. Explore mutual training opportunities with adjacent departments (such as confined space training, trench rescue, extrication etc.)			
	8. Create a mentoring system for staff to minimize effects of future staff turnover, preparing newer staff for leadership roles, and maximize the value in shared knowledge across the department.			
	9. Balance training needs with community needs; map out our needs for newer staff			

Appendix A – Summary of External Survey Responses

Neenah-Menasha Fire Rescue (NMFR) External Survey Summary of Responses April 2016

PURPOSE AND METHODS

In January 2016, Neenah Menasha Fire Rescue (NMFR) conducted six (6) surveys of key external stakeholders as part of their strategic planning process:

- Elected Officials in Neenah and Menasha
- General Public
- Businesses
- Developers
- Governmental Departments and Partners
- School Officials

An external stakeholder is defined as a person, group or organization that is impacted by the services and mission of the organization. These six stakeholders were prioritized by the NMFR steering team.

The purpose of the surveys were to gather feedback on their assessment of current services and ideas about opportunities for the future. Survey feedback, along with other sources of feedback and data, will be used to inform the planning process, identify key strategic issues, and develop strategies.

The survey was administered electronically via Qualtrics, by Winnebago County UW-Extension Community Development Educator Catherine Neiswender. Survey respondents were emailed through Qualtrics using contact lists provided by NMFR. Three reminders were sent to increase response rates. The general public survey link was posted on social media accounts and websites.

RESPONSE RATES

Response rates of the surveys overall was acceptable and useful to the planning process.

Elected officials: 25 surveys sent out/11 completed responses – 44% response rate. These data provide insights but are not statistically representative of the 25 elected officials surveyed. There is opportunity to consider ways to garner their feedback as the process progresses.

General Public: survey link shared widely on internet and social media sites/ 70 responses

- All but 4 responses were from City of Neenah and Menasha residents
- Most respondents (or their family or neighbors) have not received any services (e.g. fire/smoke emergencies, medical emergencies, vehicle assistance etc.) from NMFR in the past two years. 22% did report receiving

services. Of these, 85% of them received medical emergency response services. Most (84%) respondents rated the quality of their interaction with NMFR as good or excellent.

Business Survey: 1053 surveys sent out/ 207 completed – 20% response rate. This response rate falls between a 5% and 10% margin of error (95% confidence level) and is a good representation of perspectives of businesses.

Developers Survey: 72 surveys sent out/19 completed – 26% response rate. These data are not a representative sample, but provide useful feedback.

Government Departments/Partners – 24 sent out/16 completed – 67% response rate. This is a representative sample.

School Officials Survey: 23 surveys sent out/7 responses – 30% response rate. These data do not represent school officials' perspectives broadly.

- 71% of respondents work with NMFR on inspections, and only 1 respondent works with NMFR on fire safety education to kids

SUMMARY OF RESPONSES

1. What is your general overall impression of NMFR?

Scale: Not at all favorable to Highly favorable

Stakeholder	Responses
Elected Officials	100% viewed NMFR as very favorable or highly favorable
General Public	93% viewed NMFR as very favorable or highly favorable
Businesses	94% viewed NMFR as very favorable or highly favorable
Developers	87% viewed NMFR as very favorable or highly favorable
Governmental Depts/Partners	94% viewed NMFR as very favorable or highly favorable
School Officials	100% viewed NMFR as very favorable or highly favorable

2. Question related to valuing specific aspects of NMFR Services and responsibilities, including:

- Fire Suppression and Rescue Services
- Water emergency response services
- Medical emergency response services
- Vehicle incident response services
- Fire Prevention and Inspection Services
- Fire Safety Education Services
- Community Involvement
- Firefighter Union supported/funded events
- Professional development and training for NMFR Staff

Stakeholder	Responses	Comments
Elected Officials	All responses very much or highly valued the services and responsibilities equally.	Only one comment received, and it expressed pride for the Department
General Public	Most respondents valued fire suppression, medical response and vehicle response the most; and valued community involvement, fire safety education and union activities the least	8 comments received; all but one expressed appreciation of services, questions about enforcement and how calls are responded to (ie. truck and ambulance vs. just an ambulance); one criticism received
Businesses	Most respondents valued fire suppression and rescue, medical response and fire prevention and inspection the most; and valued union supported activities the least	25 comments received; highly complementary; appreciated the professionalism and service of the Department; valued knowing their services are there if needed; "5 Star is all I can say!"
Developers	Most respondents valued fire suppression and rescue, medical response and fire prevention and inspection the most; and valued union supported activities the least; Many 'no opinion' responses received	One neutral comment received
Governmental Depts/Partners	Most respondents valued fire suppression and rescue, medical response, training and water rescue services the most; and valued union supported activities, community involvement and educational services the least;	Two comments received, both complementary; Value the professionalism and effectiveness of the consolidation that could be a model for others.
School Officials	All aspects valued similarly	Two appreciative and complementary comments received

3. To what degree to you feel NMFR supports your work or needs? (note, this question was asked slightly different or not at all to some stakeholders)

Stakeholder	Responses	Comments – how could NMFR do better?
Elected Officials (not asked)	n/a	n/a
General Public	n/a	Suggested several ideas including more education for youth, maintaining community connections, a dedicated NMFR ambulance, and more training to assist residents with varying abilities
Businesses	81% feel very supported by NMFR	Comments were generally about increasing visibility and presence

		with the businesses; more contact and walk-throughs; maintain high standards in inspections; being more responsive
Developers	92% feel very supported by NMFR	No comments received
Governmental Depts/Partners	94% feel very supported	Good relationships exist; opportunities for building relationships with new staff, and potential collaborations on safety training
School Officials	n/a	1 appreciative comment

4. How do you think the public feels about NMFR?

Stakeholder	Responses
Elected Officials	81% feel the public very much or highly values NMFR services
Governmental Depts/Partners	100% fee the public very much or highly values NMFR services

5. Quality of communications

Stakeholder	Responses	Comments – how could NMFR improve?
Elected Officials	73% rate it Excellent or good	varied perspectives on quality of communication and amount of communication desired;
General Public	77% rate it good or excellent	No comments received
Businesses	74% rate it excellent or good; 25% rate it adequate and fair	Value the professionalism, courtesy and expertise provided during inspections; would like a little more and timely communication and follow up communication with businesses; want to know ahead of time when inspections are going to happen
Developers	82% rate it good or excellent	Complementary
Governmental Depts/Partners	82% rate it good or excellent	Favorable comments on level of communications between NMFR and other departments; Opportunity to be at the table together more often on projects that concern both police and fire
School Officials	100% rate it good or excellent	favorable, complementary; value professionalism and courtesy of NMFR

6. Opportunities for NMFR (themes)

- Updated technology and equipment (drones, robotics, portable communications linked with school officials)
- Expansion of services (more fire fighters) and more training for staff
- More community connections/presence at community events/partner with local organizations/working with younger kids in schools
- Specific/tailored training with businesses and other entities (ie. 'warm zone' responses, opiate abuse situations, confined spaces at specific businesses)
- Representation on community comprehensive planning effort, and on regional health care coalition/emergency preparedness
- Investigate other consolidation opportunities
- Increased visibility with businesses, community
- Need to differentiate NMFR services from those of neighboring towns
- Plan for long-term future of dive team
- Growth and improved morale of staff; opportunity to plan and gather new ideas with a new chief and staffing
- Operate their own EMT service

7. Challenges for NMFR (themes)

- Ability to movement personnel and equipment through city for rapid response
- Regionalizing or consolidating services
- Maintaining aging equipment; upgrading to newer technology; future truck replacement
- Being able to be responsive to changes in community (growth, tax base, more businesses downtown etc.)
- Perceptions of where firefighters live vs. where they work
- Keeping up with training and changing training environments (FVTC); including need for training in new situations (e.g. acts of violence, major crises)
- Balancing needs with budget realities
- Perception of what services are provided to who and confusion over difference between town services and city services
- Succession planning and addressing attrition

8. General feedback (themes)

- Lots of KUDOS and gratitude for NMFR
- Offer of use of library patron email communication to get messages out to residents



External Survey responses summarized by Catherine Neiswender, Winnebago County UW-Extension Community Development Educator. Questions may be directed to Catherine at (920) 232-1972 or cneiswender@co.winnebago.wi.us

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
October 3, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 6:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Krautkramer, Collier, Keehan, Zelinski.

EXCUSED: Alderman Spencer, Taylor.

ALSO PRESENT: Mayor Merkes, Attorney Chad Wade, PC Styka, FC Kloehn, CDD Buck, ASD Steeno, PRD Tungate, PHD McKenney, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 9/6/16.](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Ace American Insurance Co., Notice of Nonrenewal of Insurance.](#)

General discussion ensued on the insurance for underground storage tanks and requirements of the insurance.

E. ACTION/DISCUSSION ITEMS

1. [Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2016 - Nov. 30, 2017.](#)

PC Styka explained the annual agreement with Winnebago County is for 911 services. There are no changes from the previous year.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Joint Powers Agreement with Winnebago County Emergency 911 System, Dec 1, 2016-Nov. 30, 2017.

Motion carried on roll call 6-0.

2. [Petition for Annexation – R. Lewis & R. Lewis LLC – Appleton Road.](#)

CDD Buck explained a petition for direct unanimous annex of 1462 Appleton Road was submitted by the owners, R. Lewis & R. Lewis LLC. This annexation is in accordance with the boundary agreement with the Town of Menasha. The parcel is a $\frac{3}{4}$ acre of undeveloped land. Staff supports and recommends the annexation as a logical extension of the city's municipal boundary.

Moved by Ald. Keehan seconded by Ald. Krautkramer to recommend to Common Council the Petition for Annexation of 1462 Appleton Road.

Motion carried on roll call 6-0.

3. [2017 Health, Dental, and Vision Insurances.](#)

ASD Steeno explained the different insurance plans. Employee feedback was taken into consideration when reviewing the insurance benefits.

Health Insurance: The City has contracted with Wisconsin Counties Association/Group Health Trust (WCA/GHT) for 2015 & 2016 for health insurance. The City saved approximately \$138,000 from the previous carrier. They offer additional health benefits to employees. Employees are satisfied with the service from WCA/GHT.

Moved by Ald. Keehan seconded by Ald. Benner to recommend to Common Council a two year agreement with Wisconsin Counties Association/Group Health Trust (WCA/GHT) to provide health insurance at the rates and terms listed in memo dated 9/29/16.

Motion carried on roll call 6-0.

Dental Insurance: The City is self-insured for dental coverage and the plan is administered through Delta Dental at a very favorable rate. Based on the information provided, staff is recommending no increase in premiums for 2017. Employees are satisfied with the current dental insurance.

Moved by Ald. Keehan seconded by Ald. Collier to recommend to Common Council a two year agreement from January 1, 2017 to December 31, 2018 with Delta Dental to provide plan administrative services for dental insurance and the dental insurance rates for 2017 are as listed in the memo dated 9/29/16.

Motion carried on roll call 6-0.

Vision Insurance: The current three-year contract for vision insurance with Superior Vision will expire on 12/31/16. The proposed four-year contract with Superior Vision holds the rates at the 2017 level for term of the contract. Staff has worked with the City's insurance consultant on comparable plans and pricing and has not been able to find better rates for equivalent coverage. Employees are satisfied with the current vision insurance.

Moved by Ald. Keehan seconded by Ald. Benner to recommend to Common Council a four year agreement with Superior Vision, to provide vision insurance at the rate listed in the memo dated 9/29/16.

F. ADJOURNMENT

Moved by Ald. Krautkramer seconded by Ald. Benner to adjourn at 7:15 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA BOARD OF HEALTH
Minutes
September 14th, 2016

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

B. Roll Call: Present: Candyce Rusin, Nancy McKenney, Kristene Stacker, Dr. Teresa Rudolf, Lori Asmus
Staff: Mary Fritz, Liz Rosin, Linda Palmbach, Todd Drew

C. MINUTES TO APPROVE

Lori Asmus moved to approve August 10, 2016 minutes, seconded by Kristene Stacker.
Motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: Nancy McKenney and Todd Drew reviewed the 2016 Food Safety and Recreational Licensing Agreement between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and the City of Menasha Health Department. Kristene Stacker moved to approve the contract, seconded by Lori Asmus. Motion passed.

Nancy McKenney reviewed the ICS 206 Medical Plan. Kristene Stacker moved to approve the agreement, seconded by Lori Asmus. Motion passed.

Nancy McKenney noted there will be a 4% decrease in the Emergency Preparedness grant.

Nancy McKenney reviewed the MOA Dispensing Site Agreement with UW Fox Valley. Lori Asmus moved to approve the agreement, seconded by Dr. Teresa Rudolf. Motion passed.

Communications: POINT project: Nancy McKenney noted she is working with the Menasha Library and vending machine operators to post information near soda machines to assist consumers in evaluating product selections. The goal is to reduce the consumption of sugary beverages.

Personnel: The .58 FTE Public Health Nurse position has been posted.

Academic Affiliations: Nancy McKenney noted there will not be a University of Wisconsin Oshkosh, RN BSN student intern placed at the Menasha Health Department in September.

Nancy McKenney requested the Influenza Vaccine fee increase from \$16.00-\$17.00/dose for 2016-17. Dr. Teresa Rudolph moved to approve the influenza vaccination fee from \$16.00-\$17.00/dose, seconded by Lori Asmus. Motion passed.

Employee Safety Program: Todd Drew is attending monthly safety meetings. A Safety Grant request was made in the amount of \$7,000 matching grant to CVMIC. The grant will reimburse \$7000 for safety equipment. CVMIC Ben Rank and Todd Drew will be conducting a follow-up safety audit at Public Works Facilities.

Sealer of Weights and Measures: Todd Drew inspected gas pumps in the city for evidence of credit card skimmers as cited in the news. None were found however they were found in Appleton, Grand Chute and Oshkosh most locally. Many others were found Statewide. FBI is the lead on the investigation thought to be one group installing these skimmers.

Environmental Health Programs: Todd Drew reported the Demolition at 878 2nd Street is complete; the total cost was over \$20,000. Todd Drew is assisting Community Development on the removal of asbestos and the building demolition related to a DNR funded grant to revitalize the property of 867 Valley Road. Todd Drew attended the Central Region FDA Food Safety Conference in late August. Todd Drew reported a New Restaurant opened in the City of Menasha; Parker Johns. Todd Drew reported city ordinance related to Food Safety and Recreational Licensing inspections was revised to show DATCP

only and to change all related State Administrative Codes. Todd Drew reported the Food Safety Program to be audited in late September.

Communicable Disease Reports: The Board reviewed monthly and year-to-date Communicable Disease reports. Nancy McKenney updated the Board on the Elizabethkingia Infection and Zika virus. Linda Palmbach reported the nurses are currently working on 1 latent TB case.

School Health: School Absences is low.

Health Screening 60+ Program: Nancy McKenney discussed with Board of Health members about the foot care program at the Senior Center.

Prevention Program: No Report

Radon: No Report

School Health Aides: No report

Dental Program: Loretta Kjemhus participated in the library community outreach event on 8-25-16. Over 60 families participated. Information on dental health/dental access was distributed with along with toothbrush and toothpaste. Dental & hearing screenings are in process for elementary, middle and high school students. Vision screening is scheduled by Lion's Club for October 2016. Fluoride varnish #3 application for 2016 is in the process of being scheduled for November 2016.

Dental Sealant Program: Nancy McKenney reported that Claire Opsteen, dental hygienist is preparing for the sealant program.

Lead Prevention Program: Todd Drew reported he is working with a woman who had a hair test done for heavy metals. Lead and Antimony were identified. Dust and water sampled for lead. No antimony source noted. It was recommended that the woman have a heavy metals test run on her blood. 6 year old child was also recommended tested for lead - none detected indicating the house is unlikely the source of her issue.

Maternal and Child Health: No Report

Immunization: Liz Rosin discussed a new vaccine Meningococcal B (MenB) that is being offered at the Menasha Health Department.

Emergency Preparedness: Loretta Kjemhus attended the North East Wisconsin Public Health emergency preparedness meeting held at Green Lake County Health Department on 8-13-2016. Nancy McKenney has updated the Memorandum of Understanding with UW-Fox-Valley as dispensing site for emergency mass clinic. Approval from Pam Captain is pending. Medical Reserve Corp has drafted a medical plan (ICS 206) for mass clinic emergency events. Approval from BOH is pending.

Twenty Four/Seven: Nancy McKenney has proposed smart phones in the 2017 budget. These could be used as hot spots for laptops.

Senior Center: No Report

Policy and Procedure Review: Nancy McKenney distributed Environmental Health policies to the Board of Health for review. Motion to approve was made by Dr. Teresa Rudolf, second by Kristene Stacker.

E. HELD OVER BUSINESS: None

F. ADJOURNMENT: Dr. Teresa Rudolph moved to adjourn the meeting, seconded by Lori Asmus. Motion passed. Candyce Rusin adjourned the meeting at 9:16 am. The next meeting will be on October 12th, 2016 at 8:00 a.m.

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
October 3, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 7:19 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Krautkramer, Collier, Keehan, Zelinski.

EXCUSED: Alderman Spencer, Taylor.

ALSO PRESENT: Mayor Merkes, Attorney Chad Wade, PC Styka, FC Kloehn, ASD Steeno, CDD Buck, PRD Tungate, PHD McKenney, Tim Gosz (Utilities), Steve Grenell (Utilities), Brian Adesso (MJSD), Dave Elliot (MJSC), Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Board of Public Works, 9/19/16](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [ES Montour, 9/29/16; Update on Racine Street/Road and Ninth Street Construction Project.](#)

Mayor Merkes explained Racine Street/Road, from Ninth Street to Twelfth Street, will open on Oct. 4. Non-motorized vehicles will be allowed to use the roundabout on Racine Street/Road before cars have access.

E. ACTION ITEMS

1. [Payment No. 2 – Vinton Construction, Inc.; Contract Unit 2016-01; Downtown Street, Walkway and Electrical Improvements; Mill Street, Main Street, Pedestrian Link from Broad Street Parking Ramp to Main Street; \\$83,978.31.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to recommend to Common Council Payment No. 2 to Vinton Construction, Inc. for Contract Unit 2016-01 for Downtown Street, Walkway, and Electrical Improvements to Mill Street, Main Street, and Pedestrian Link from Broad Street Parking Ramp to Main Street in the amount of \$83,978.31.

Motion carried on roll call 6-0.

2. [Payment No. 4 – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement within Parking Area, 8' Wide Asphalt Trail and Storm Sewer; Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road \(8' Wide Asphalt Trail\), Menasha Utilities Office \(Parking Area Paving\), and Community Way; Contract Unit No. 2016-02; \\$102,126.99.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to recommend to Common Council Payment No. 4 to Northeast Asphalt, Inc. for new street construction and reconstruction, concrete curb and gutter, concrete sidewalk, asphalt pavement within parking area, 8' wide asphalt trail and storm sewer for Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road (8' wide asphalt trail), Menasha Utilities Office (parking area paving), and Community Way, Contract Unit No. 2016-02 in the amount of \$102,126.99. Motion carried on roll call 6-0.

3. [Recommendation to Award – Midway Underground Loop Project to J&R Underground in the amount of \\$154,756.25. \(Menasha Utilities\)](#).

Steve Grenell, MU Engineering Manager, explained the contract is for installation of the electrical plant materials as well as a 2" duct bore for fiber installation on Midway Road in the Province Terrace area.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Recommendation to Award the Midway Underground Loop Project to J&R Underground in the amount of \$154,756.25 (Menasha Utilities).

Motion carried on roll call 6-0.

4. [Resolution R-28-16 – A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703, Wisconsin Statutes \(Introduced by Ald. Krautkramer\)](#)

ASD Steeno explained this resolution starts the process for special assessments of property in Lake Cottage Estates in accordance with the agreement with Developer Mike Hagens.

Moved by Ald. Nichols seconded by Ald. Keehan to recommend to Common Council Resolution R-28-16-A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703, Wisconsin Statutes.

Motion carried on roll call 6-0.

5. [Ordinance O-15-16 – An Ordinance Creating Private Lead Water Service Lateral Replacement Requirement \(Introduced by Ald. Krautkramer\)](#).

Tim Gosz, Water Utility Manager, gave a presentation on lead service line replacement. MU staff has been replacing the lead service lines that are owned by Utilities when water mains are replaced. MU staff is asking the City to approve an ordinance requiring water customers replace lead service lines on their property. Utilities are prohibited by PSC rules from replacing homeowners' portion of services. Replacing lead service lines will help eliminate lead in drinking water. Since there is a cost to the homeowner to replace the service lines, the Utilities has received a \$300,000 grant from the State to help fund private lead service replacement. More funding could be available in the future. Manager Gosz explained the details of the lead service replacement rebate program and the procedure for property owners to receive the rebate.

General discussion ensued on how many properties have lead service lines, requiring homeowners to replace their lead service lines, funding sources available for helping homeowners with the costs, owner occupied versus rental properties with lead service lines, and health concerns with having lead in drinking water.

Moved by Ald. Benner seconded by Ald. Collier to postpone until 11/7/16 Board of Public Works meeting.

Motion carried on roll call 6-0.

6. [Amendments to Title 10 Chapter 1 Article C Parking Regulation \(Ald. Taylor\)](#).

Chairman Krautkramer stated this item will be discussed at the next Board of Public Works meeting.

7. [Proposed Lease Agreement between Menasha Joint School District and City of Menasha -100 Main Street, Menasha.](#)

Mayor Merkes reviewed the terms of the lease agreement, floor plan design, and financial impact.

General discussion ensued on terms of the lease agreement, benefit for having Administrative Offices for City and MJSD in one building, collaborating of services, marketing of current City Hall building, and financial impact.

Brian Adesso and Dave Elliot from MJSD answered questions.

Moved by Ald. Nichols seconded by Ald. Keehan to recommend to Common Council Proposed Lease Agreement between Menasha Joint School District and City of Menasha for 100 Main Street, Menasha.

Motion carried on roll call 4-2.

Ald. Nichols, Krautkramer, Keehan, Benner voted yes. Ald. Collier, Zelinski voted no.

F. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Collier to adjourn at 9:26 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
116 Main Street, Menasha
September 15, 2016
Minutes**

- A. Meeting called to order at 7:50 am.
- B. Roll Call - Present: Pat Irwin, Joyce Klundt, Brenda Marks, Nancy McKenney, Jean Wollerman
Excused Janell , Dresang, John Ruck, Tom Stoffel
- C. MINUTES TO APPROVE
Brenda Marks moved to approve the August 11, 2016 minutes .The motion was seconded by Pat Irwin.
Motion passed.
- D. CORRESPONDENCE
None
- E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
Senior Center: Jean Wollerman described a number of programs and activities at the Senior Center and their level of participation - Strong Bones started (Tuesdays and Thursdays at 5 pm) and Stepping Stones has 24 people participating. She will be evaluating fund raising. Twisted Piston fund raiser did well (root beer floats). Brat Fry participation was down. The Pizza and Bingo Party had 30-40 participants on September 13th (\$5.00/person to cover pizza). Door County Trip October 4th is almost full. Tailgate Football is being planned, the Halloween Walk is October 27th and the Election Bake Sale is being held on November 8th. Jean noted that there was a staff change. Neenah Committee on Aging: No report. Jean Wollerman described the Neenah community needs discussion with older adults. Information is brought back to the Common Council. Menasha Senior Center could facilitate a similar discussion.
Public Health: 60 Plus Grant –Senior Center walking club will participated in the Corny Community Walk. Nancy McKenney reported the Health Department posted the public health nurse position. This public health nurse will serve the Senior Center along with other health department responsibilities. She requested guidance from the Committee on Aging on whether or not the Health Department should offer foot care services. The Visiting Nurses Association (VNA) offers this service at the Senior Center. The Health Department has also offered the service at a lower cost to assist some people with affordability. Nancy McKenney studied the costs of foot care training (necessary for registered nurses) and the costs of offering the service at a lower rate. The cost of the additional training that a registered nurse needs could not be recovered for several years at the rate the Health Department currently charges. She views the public health nurse as a facilitator of health and wellness services. The Committee members agreed that the health department does not need to offer this service, since the VNA already provides it. She noted the municipal budget was being prepared and is working with the YMCA on the operations budget and metrics to include in the budget narrative.
- F. NEW BUSINESS - None
- G. HELD OVER BUSINESS
Mission Vision and Goals: No report.
Safety Manual: Nancy McKenney and Jean Wollerman will revise the draft and review it with the COA at a future meeting.
Cost Study: Held over to the next meeting.
- H. ADJOURNMENT:
Brenda Marks moved to adjourn the meeting, seconded by Pat Irwin. Motion passed.
Joyce Klundt adjourned the meeting at 9:05 am.
The next meeting will be held on October 13, 2016 at 7:45 a.m. at the Senior Center, 116 Main Street, Menasha.

Minutes of Regular Meeting
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
Elisha D. Smith Public Library Gegan Room
September 28, 2016

Called to order at 4:02pm by President Englebert

Present: Crawmer, Englebert, Franzoi, Golz, Halverson, VanderHeyden and Wicihowski

Absent: Teen Rep Beachkofski

Also Present: Director Lenz and Dreyer (Administrative Assistant)

Public Comment/Communication

Joe Bongers, Adult Services Supervisor, received a thank you card from the University of Wisconsin-Madison Physician Assistant Program for proctoring their exams.

Consent Business

Motion made by Franzoi, seconded by Wicihowski to approve the Library Board of Trustees meeting minutes from August 24, 2016. Motion carried unanimously.

Motion made by Wicihowski, seconded by Franzoi to accept the Policies and Personnel Committee meeting minutes of September 21, 2016. Motion carried unanimously.

Authorization of Bills

Motion made by Golz, seconded by VanderHeyden, to authorize payment of the September 2016 bills as presented from the 2016 budget. Motion carried unanimously.

Director's Report/Information Items

1. August Statistics. Compared to last August, circulation of physical materials was up 4% and circulation of digital materials was down 4%; overall circulation was up 3%. Program attendance was up 5% compared to last August.
2. Budget Status. About 67% of the year has passed and 69% of the budget has been spent. The line item 24-04 for Repair/Maintenance–Service Contracts includes the self-check upgrade which was paid with 2015 carryover funds. If we have excess operating funds at the end of the year, it was recommended that we replenish our technology account held by WALIS.
3. Endowment Report. The year-to-date endowment report was reviewed, including all donations so far this year. The September used book sale proceeds (\$4,874.95) will be included in next month's report.
4. Staff Reports.
 - We hired two new Library Assistants to work 10-14 hours per week, mostly nights and weekends.
 - The September 16 in-service was held at the Boys and Girls Club. We reviewed patron confidentiality, dress, work & social media guidelines, Mayor Merkes gave us an update, we toured the Boys and Girls Club, Football Coach Mark Speckman explained how to figure it out when confronted with a challenge, and Officer John Wallschlaeger reminded us how to stay safe.
 - This year's possible budget review dates with the Common Council are November 2, 3, and 9. November 14 is the session that will include capital improvement requests and a budget overview.

Discussion /Action Items

1. Door Counter. Brian Haessly, Master Electrician and Facilities Technician for the city, is recommending the thermal imaging pair of door counters from CCAM for \$1,590 with an annual software cost of \$240. Motion made by Franzoi, seconded by Wicihowski, to approve purchasing the door counter recommended by Haessly. Motion carried unanimously.
2. Policies and Personnel Committee Report. Members of the Policies and Personnel Committee submitted modifications to the Organizational Structure Policy, Financial & Business Policy, Internet Policy, Volunteer Policy, Patron & Circulation Policy and Library Code of Conduct for review. The city wanted the job descriptions updated and approved so that they can be put on NeoGov. The committee recommended taking off the

requirement to have a valid Wisconsin driver's license and instead need to have the ability to travel. Lenz will email the Board of Trustees the employee Dress, Work, & Social Media Guidelines. Motion made by VanderHeyden, seconded by Wicikowski to approve the Personnel Policy and Social Media Policy to be appended to Internet Policy as reviewed last month and the job descriptions. Motion carried unanimously.

3. Investments Committee Report – Library Endowment. The committee is recommending withdrawing amounts from the trust funds and allocating them according to the wishes of the donors, transferring funds from Friends to library materials and children's programs and projects, and moving funds allotted for building maintenance and the general fund into the Community Foundation Memorial Fund for investment. Motion made by Franzoi, seconded by Wicikowski to approve the recommendations made by the Investment Committee. Motion carried unanimously.

The committee suggested that someone from the Community Foundation for the Fox Valley Region, Inc. come to talk about and answer any questions regarding our investments. Franzoi suggested that an independent person review the Community Foundation accounts to make sure they are the best place to invest our funds. We will hold off on the Community Foundation coming and invite an independent person to review the endowment funds and report to the Board of Trustees.

4. Finance Committee – 2017 Library Budget. The proposed 2017 budget includes a 2% cost of living adjustment, step increases, an increase in health insurance, increase in materials, utility increases, WALS increase, printing services, increase of processing supplies and capital projects (carpet replacement, chiller recommission and LED fixture conversions). Franzoi suggested breaking down the materials budget into digital and print materials and increasing it to \$175,000. Motion made by Franzoi, seconded by Halverson, to increase the materials budget to \$175,000 and approve the 2017 draft budget request. Motion carried unanimously.

Adjournment

Motion to adjourn made at 5:10pm by Franzoi, seconded by VanderHeyden. Motion carried unanimously.

Respectfully submitted,
Kathy Dreyer, recording Secretary

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday August 23, 2016

Meeting was called to order by Commission President Youngquist at 8:06 a.m.

Present: Commissioners Forrest Bates, Kathy Bauer, Steve Coburn, Tim Hamblin, Mike Sambs, Raymond Zielinski, Dale Youngquist; Manager Paul Much, Accountant Roger Voigt.

Also Present: Tom Kispert, Chad Olsen (McMAHON); Rob Franck, Randall Much (MCO).

Public Forum. No one in attendance for public forum.

July 26, 2016 Regular Meeting minutes: Motion made and seconded by Commissioners Zielinski/Bates to approve the minutes from the July 26, 2016 Regular Meeting. Motion carried unanimously.

Correspondence

There was no correspondence to be discussed:

Old Business

Waverly S.D. meter replacement. Rob Franck reported the work was completed on August 18. The flows are being monitored to verify accuracy.

Interceptor GIS locates. Rob Franck reported meeting with Menasha representatives; no current replacement for Mark Radtke has been announced. The current point of contact is Tim Montour. During the meeting some discussion was held regarding interest in transferring ownership of the interceptor sewers to the City.

Madison Street – Process to vacate. Commissioner Zielinski reported he discussed this with the Menasha Mayor. The department director who would handle this has recently retired; the new department director would be the person who needs to initiate this request for the City.

New Business

Operations, Engineering, Planning

HSI Blower Status Update. Tom Kispert reported the four blowers are in the U.S.; he questioned if the new blowers should be performance tested. This would be performed at the Atlas Copco facility in Houston Texas. Tom further reported on quotes received for the removal of the current blowers and the installation costs for the replacement blowers. August Winter & Sons base price is \$237,000 with an extra cost of \$45,200 to add HVAC to the building. Faith Technologies base price is \$57,221 with an add on cost of \$23,308 if new conductors are needed to be installed. The Commission received an approval letter from the DNR for the blower replacement; no formal submittal will be needed. Commissioners Youngquist, Coburn, and Zielinski, along with Randy Much, Rob Franck, Paul Much and Tom Kispert will meet to discuss and negotiate with Atlas Copco representatives who will pay for which costs to replace the blowers. Commissioner Zielinski questioned the blower performance testing and asked to further explain the testing.

Tom further explained the testing and why it needs to be performed at the Atlas Copco facility. Commissioner Bates questioned the quotes received and being good for 30-days; we will not have enough time to approve them within the 30-days. Tom responded he feels they would be honored to 60 or 90 days. President Youngquist asked for 120-days on the quotes; Tom will contact the vendors with our request.

Phosphorus Removal. Manager Much reported the DNR has sent to us the draft discharge permit. Language in the draft permit only gives the Commission 5 years to meet the new phosphorus limits; normally we would have been allowed 9 years to meet the new limits. Chad Olsen reported he contacted the DNR to question this and the response was they felt we would be able to meet the new limit chemically without construction. Manager Much reported we were looking to switch from ferric to Sorbx for testing for phosphorus removal; the cost for Sorbx is about \$22,500 per tanker. A tanker is estimated to last about 10-11 days which equates to a cost of \$67,000 per month; we will continue to use ferric at this point. The amount of phosphorus being removed has reached a plateau and the thought is we are currently receiving a type of phosphorus that is soluble non-reactive that does not get removed via the treatment process or with chemicals. Further testing will be performed on the phosphorus to check for this type of phosphorus.

iReportPlus reporting software. McMahon expects to be working on this again in September upon completion of the SCADA system.

McMahon Invoices. After discussion, motion made and seconded by Commissioners Coburn/Zielinski to approve for payment McMahon invoice #903102 in the amount of \$6,000.00. Motion carried unanimously.

HACH Phosphax Annual Service Agreement. Commissioners discussed the cost of the agreement and the need for this agreement. The cost of the service agreement includes quarterly site visits and replacement components. After discussion motion made and seconded by Commissioners Zielinski/Bates to approve the annual service agreement on the Phosphax units with HACH at a cost of \$14,460.00. Motion carried unanimously.

Centrifuge units. Motion made and seconded by Commissioners Zielinski/Bates to table this discussion until the September 27, 2016 meeting. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of July 2016. The plant is operating well. Manager Much reported we still have the zinc issue; we are tracking it in Neenah. We have been receiving help from the City Engineer. The solids that are in storage will be blended together and retested to see if the solids would be safe to apply without meeting cap limits on the metals. Commissioner Coburn questioned if we would be able to recover our costs to track where the zinc is coming from; this was discussed further. Rob Franck discussed his report on new equipment issues; a company named PBBS came in to look at the boiler setup and installed equipment. They also looked at gas flow rates, pressures, and temperatures on both methane operation and natural gas operation. Some failed components were found on boiler 1; boiler 3 was not set properly and was adjusted. We will be looking for their recommendations on what to do if these boilers are workable. Rob also reviewed and discussed his report regarding equipment and grounds projects. Rob discussed the perimeter fence and

gate repair and briefly reviewed the other items in his report. President Youngquist questioned the hypochlorite cell; Rob indicated he did not hear back on why the cell cracked and reported another cell has now failed. We are waiting for the first cell to be returned so we can send in the second cell. Commissioner Bates questioned the issues on the external drive for recording the cameras; there is an Ethernet to USB cable on order. Rob further explained the issue. Tom Kispert reviewed the Engineering Project Status Report; the GIS is complete, the SCADA had 11 panels to complete and the last panel is being checked out. After discussion motion made and seconded by Commissioners Zielinski/Bates to approve the Operating Report for the month of July 2016. Motion carried unanimously.

Budget, Finance, Personnel

Accountant Voigt discussed the financial statements and the cash & investment report for the month of July 2016. July and August operations will show a net loss, the year to date is still showing a net income. MCO generated \$1,900 in income to the Commission in July. In August, Replacement funds were transferred out of the checking account and placed into our CDARS account to take advantage of the higher interest rates. After discussion, motion made and seconded by Commissioners Bates/Zielinski to accept the Accountant's Report for the month of July 2016. Motion carried unanimously.

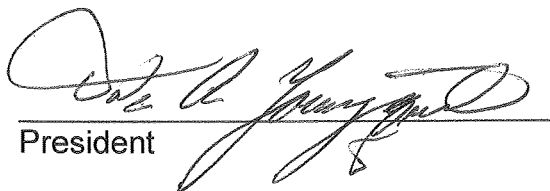
President Youngquist requested to move the Draft 2017 NMSC Budget to be the last item on the agenda.

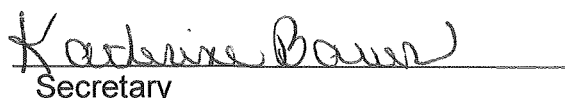
Motion made and seconded by Commissioners Zielinski/Sambs to approve for payment MCO invoices #20648 and #20689 in the amounts of \$123,862.57 and \$442.50 with payment to be made after September 1, 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Coburn/Zielinski to approve Operating and Payroll Vouchers #135793 through #135834 in the amount of \$247,232.04 for the month of July 2016. Motion carried unanimously.

Draft 2017 NMSC Budget. Accountant Voigt reviewed the Draft 2017 Budget and discussed reasons for increases and decreases in the various operations accounts. Commissioner Coburn questioned if any additional costs are included for the blower replacement. Currently there is not; a portion of the cost may be covered under the Clean Water Fund Loan and any additional costs could be covered under the Depreciation Fund. After discussion, motion made by Commissioners Bates/Sambs to approve the Draft 2017 NMSC Budget as presented and to schedule a Public Hearing to receive comments on the Proposed 2017 NMSC Budget at 8:00 am on September 27 immediately prior to the Regular Meeting. Motion carried unanimously.

Motion made and seconded by Commissioners Zielinski/Bates to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 10:10 a.m.


President


Secretary

CITY OF MENASHA
Parks and Recreation Board
City Hall – 1st Floor Conference Room
October 11, 2016
DRAFT MINUTES

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Rob DeLain, Brian Adesso, Chr. Dick Sturm, Ald. Alex Zelinski, Tom Marshall

MEMBERS EXCUSED: Nancy Barker, Lisa Hopwood

OTHERS PRESENT: PRD Tungate, PS Maas, Ald. Arnie Collier, Harbormaster Diane Schabach

C. MINUTES TO APPROVE

1. **Minutes of the September 13, 2016 Regular Park Board Meeting:** Moved by B. Adesso, seconded by R. DeLain to approve the minutes of the September 13, 2016 Park Board meeting. Motion carried.

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

E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS

1. **Department Report:** PRD Tungate reported working recently on finishing up 2017 budget information; organizing and planning for the October 27 Pumpkin Hunt; setting up the kick-off staff meeting with Ayres Associates for the Jefferson Park & Neighborhood Vision Plan; meeting with Harbormaster Schabach on some year-end marina matters; and continuing communication with engineers for the Loop the Lake project.
2. **Park, Pool and Vandalism Report:** PS Maas reported on some relatively minor turf vandalism at Barker Farm Park; receipt of a small tree planting grant for 2017; pool bathhouse roof has been repaired; November is a likely date for the Hart Park playground installation; complimented Habitat for Humanity for completing several much needed maintenance projects at Jefferson Park. Repairs to the downtown Ark structure have begun.

F. DISCUSSION

1. **Menasha Marina:** Review of 2016 Season & Facility Recommendations (Harbormaster Diane Schabach) Harbormaster Schabach recapped another successful season at the marina. Both gas sales and seasonal rental revenue was up over last year. The lock closure has not hurt the marina. Plans are being made to increase the number of cameras at the marina to complete coverage of the facility. There was very few calls for service at the marina in 2016. A group of renters on the western side of the marina are seeking some area for a group to gather inside the marina. Having a group of renters on the concrete sidewalk can sometimes impede walking movement of other renters. The Harbormaster and staff are looking at options. Dust from Sonoco continues to be a problem. Mayor Merkes and staff have been in contact with Sonoco to discuss solutions. Some unsuccessful remedies have been tried. Staff intends to follow up with Sonoco in the near future to discuss other options.
2. **Recap of September 21 Caramel Apple Social & Ribbon Cutting:** The event was well attended by the neighborhood and all the organizations and people who contributed to the play equipment or installation were recognized. Neighbors also provided input on names for the new park.

3. **Naming of New Park:** The Board narrowed the list of twelve possible names down to three. Bluejay Park was a name that garnered good support during the ribbon cutting, but Board members believed that name would ultimately prove confusing to homeowners in the area because the neighborhood is in the Appleton School District. The three finalists are: Hickory Park, Hidden Pond Park and Lotus Park. It is expected that a final vote on the name will occur at the November 15 Board meeting.

G. ACTION ITEMS

1. **Recommend Increasing the 2017 Marina Seasonal Rental Rate from \$38.50/ft to \$38.75.ft:** Motion by Ald. A. Zelinski, seconded by R. DeLain. Motion carried. The recommendation will be forwarded on to the Common Council

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Ald. A. Collier commented on the large rock being stored at the city garage. He would like to see some of it used for park purposes.

I. ADJOURNMENT

Moved by B. Adesso, seconded by R. DeLain to adjourn at 7:25 pm. Motion carried.

CITY OF MENASHA
PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
October 3, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Keehan at 9:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Krautkramer, Collier, Keehan, Zelinski, Mayor Merkes.

EXCUSED: Alderman Spencer

ALSO PRESENT: PC Styka, CDD Buck, ASD Steeno, PHD McKenney, Attorney Chad Wade, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Personnel Committee, 8/15/16.](#)

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

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [Request for Approval – Unpaid Leave of Absence](#)

ASD Steeno outlined in a memo the request of an employee for an unpaid leave of absence. The unpaid leave of absence will take effect after the employee has exhausted all their accrued sick leave, floating holidays, and vacation benefits. The Personnel Policy requires the Personnel Committee approve such unpaid leave of absence.

Moved by Ald. Nichols seconded by Ald. Zelinski to approve an employee's request of unpaid leave of absence for medical reasons for a duration of approximately eight weeks.

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Benner to adjourn at 9:33 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
October 4, 2016
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:31 PM by Mayor Merkes.

3:30 PM – Informal Public Hearing Regarding the Proposed Special Use Permit – 320 Nicolet Blvd. – Parcel #1-00041-00

Mayor Merkes opened the public hearing at 3:31 PM. CDD Buck provided an overview of the proposed special use permit. No one spoke. Mayor Merkes closed the hearing at 3:32 PM.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner and Commissioners Schmidt, Sturm and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Comm. DeCoster.

OTHERS PRESENT: CDD Buck, CDD Heim, Don Whitehouse (St. Patrick's Congregation), Kristen Bergstrom (St. Patrick's Congregation), Garritt Bader (R. Lewis & R. Lewis, LLC), Ald. Arnie Collier (708 Appleton St.) and Steve Grenell (Menasha Utilities).

C. MINUTES TO APPROVE

1. Minutes of the September 13, 2016 Plan Commission Meeting

Motion by Comm. Schmidt, seconded by Ald. Benner to approve the September 13, 2016 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. CORRESPONDENCE

1. None.

F. DISCUSSION

1. None.

G. ACTION ITEMS

1. Special Use Permit Application and Site Plan Review – 324 Nicolet Blvd. – St. Patrick's Congregation

CDD Buck provided an overview of the special use permit and the site plan for St. Patrick's Congregation for the expansion of the parking lot at 320 Nicolet Boulevard. The proposed parking lot expansion includes addition of 21 parking stalls, new parking lot lighting and addition of landscaping. Staff recommends approval of the special use and site plan with the following conditions:

1. Lighting plan which meets code requirements be submitted and approved by staff
2. An amended landscape plan be submitted and approved by staff

Motion by Comm. Schmidt, seconded by Comm. Cruickshank to recommend approval to the Common Council for the Special Use Permit finding that staff recommendations outlined be met.

Further discussion ensued which included the following:

- Lighting plan be brought back to Commission for review and approval
- Timing of project with regard to trenching for the lighting and landscaping
- Clarification of ordinance specifically relating to lighting standards

Amended motion by Comm. Schmidt, seconded by Comm. Cruickshank to recommend approval of the Special Use Permit and Site Plan with the following conditions:

1. The lighting plan detailing fixtures and light levels be brought back to Plan Commission for review.
2. An amended landscape plan showing internal parking lot landscaping be submitted and approved by staff.

The motion carried.

2. **Proposed Annexation – Appleton Road – R. Lewis & R. Lewis, LLC**

CDD Buck presented the unanimous approval annexation for a single parcel of land located at 1462 Appleton Road in the Town of Menasha. The property is currently vacant and per the Intermunicipal Agreement between the City of Menasha and Town of Menasha, the city has authority to annex the unimproved site. Impact statements were presented to the Administration Committee at the October 3, 2016 meeting with no negative or detrimental effects to city services.

Motion by Comm. Sturm, seconded by Ald. Benner, to recommend to the Common Council the proposed annexation, Appleton Road, R. Lewis & R. Lewis with the following findings:

- The application was submitted prior to the incorporation from Town of Menasha to Village of Fox Crossing
- Is a logical expansion of the city's Municipal boundary
- Allows for future development of the lot and the area

The motion carried.

H. **ADJOURNMENT**

Motion by Comm. Schmidt, seconded by Ald. Benner, to adjourn at 4:07 PM. The motion carried.

Minutes respectfully submitted by CDC Heim.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

September 28, 2016

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners Roy Kordus and Dan Zelinski present on roll call. Also present were Melanie Krause, General Manager; William Menting, Electric Manager; Tim Gosz, Water Utility Manager; Kristin Hubertus, Finance Manager; Paula Maurer, Customer Services Manager; John Teale, Technical Services Engineer; and Dawn Lucier, Administrative and Accounting Assistant.

Those excused were Commissioner Merkes, Commissioner Tines, Steve Grenell, Engineering Manager, and David Christensen, Engineering Technician.

Item II. No one from the Gallery requested to be heard on any topic of public concern to the Utility.

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

- A. Minutes of the Regular Meeting of August 24, 2016
- B. Approve and warrant payments summarized by checks dated September 1-28, 2016, which includes Net Payroll Voucher Checks, Operation and Maintenance Voucher Checks for a total of \$530,068.79, 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 memorandum dated September 9 from WPPI energy RE: Typical bill comparison study
 - Copy of letter dated September 26 from Menasha Utilities RE: Landlord informational session scheduled on October 25
 - Copy of September 2016 MU Employee Newsletter

Item IV. Claims Against The Utility – There were no claims discussed at this meeting.

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Purchase order #8668, Engineering for Northside Substation switchgear replacement, encompasses amounts for both 2016 and 2017, and purchase orders #8681 and #8691 are DOT projects which have funds reallocated from the Racine Street bridge and Jefferson Street rebuild projects.

Item VI. Unfinished Business, Lead Water Service Ordinance – A copy of the PowerPoint, that staff plans to present to the Common Council to assist with understanding the need for a Lead Water Service Ordinance, was presented. General discussion revolved around the

ordinance, proposed program details, and owner occupied verses non owner occupied, as discussed previously by the Mayor.

The motion by Comm. Allwardt, seconded by Comm. Kordus was unanimous to approve adopting the Lead Service Replacement Program and forwarding the ordinance to the Common Council for approval.

Refinance of WPPI Lease – A copy of the joint application that was filed with the PSC was included in the packet; PSC approval will need to be obtained before finalizing the loan. Staff is planning to proceed to the Common Council in October in order to maintain the interest rate lock. The Paper Council and Menasha Utilities large industrial customers will not be intervening in the application.

Item VII. New Business, Bids for Midway loop – Staff reviewed the bid opening held on September 13, 2016. Four bids were received with J&R Underground being the low bidder at \$154,756.25 which included \$16,100 for the fiber conduit install. Funds will be reallocated from the Jefferson Park Lighting project, the acquisition project, and the Ida Street project to finish the Midway Loop project.

The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimous on roll call to award the bid for the Midway Loop project to J&R Underground in the amount of \$154,756.25, which includes \$16,100 for fiber conduit install. The Commission also recommended the Board of Public Works award this bid to J&R Underground, and forward it to the Common Council for approval.

Racine Street Railroad Crossing – Due to the City road work for the Racine Street reconstruction being pushed back until 2021 and chlorine residual concerns, staff feels the Racine Street railroad crossing project of encasing and replacing the section of the main under the tracks should be completed this year. The remaining 2016 Water Main Replacements funds and funds reallocated from the scissor lift (\$13,000), and engineering the new intake (\$17,000) will be used to cover the project.

The motion by Comm. Allwardt, seconded by Comm. Kordus was unanimous on roll call to approve replacing and encasing the main under the Racine Street railroad crossing this year at an estimated cost of \$70,000.

Reallocation of 2016 Budgeted Funds for Rebuilds for Electric Distribution – Upon inspection it was determined that the overhead distribution system on Madison Street was in higher need of rebuilding than the Manitowoc Street overhead. Staff is asking to reallocate the 2016 funds from the Madison Street rebuild to the Manitowoc Street rebuild. In addition, staff has asked to reallocate some of the excess funds from the Ida Street Overhead rebuild project to purchase 30 black plastic pallets.

The motion by Comm. Allwardt, seconded by Comm. Zelinski, was unanimous to approve proceeding with the Madison Street overhead rebuild and the purchase of 30 black plastic pallets.

Technology Plan Update – Updates to the Technology Plan included information on an audit of the Tanulus Network with our existing AMR meters. The audit revealed 80% incompatibility and will not be purchased. Staff will now look into an AMI network supported by WPPI's MDM. Additional information on plant record database; computerized work order system; electric distribution computer model; pole analysis software; electric distribution SCADA; HVAC upgrades; facility security; MU website; and hardware and networking was discussed.

Electric & Water System Capacity 2016 – Electric and Water Utility capacity of existing systems was discussed. Loading data from the electric distribution system substations confirmed that there is plenty of transformer and circuit capacity for growth. More detailed circuit analysis will be available to staff after the Technology plan is implemented. The 10 year Capital Improvement plan, discussed at the August Commission meeting, shows the Water Utility does not have any concerns over capacity in relation to customer growth.

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

August Financial and Project Status Reports – Electric consumption was 1% higher than budget; cost of power was 10.7% below budget which offset lower than budget revenues; Net Operating Income was higher mainly due to lower purchase power cost; and staff conducted a full analysis of remaining 2016 project to determine what would be able to be completed by year end.

Water usage was 8.5% lower than budget; total expenses were \$20,350 less than budget which helped offset some of the lower total revenues; Net Operating Income came in at 11% lower than budget for the month of August; and staff conducted a full analysis of remaining 2016 project to determine what would be able to be completed by year end.

Telecommunications cash balances will be adjusted to reflect the \$16,100 that was voted on earlier in the meeting.

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

Project Reports, Water Projects – The High Lift Reservoir Roofing project has gone through the approval process and will begin in October, and the Washington Street water tower painting is complete; the logo specifications were discussed.

Electric Projects – The Ida Street project has been completed; Madison Street is scheduled to begin in October; and monies have been received from the DOT for projects that were billed in 2014 and early 2015.

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

Item X. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: Performance Evaluation of General Manager.

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.



Memorandum

To: Mayor Merkes
Common Council

From: Adam Alix, Deputy Director of Municipal Operations
Thad Brown, Public Works Superintendent

Date: October 4, 2016

Re: Light Equipment Operator Position

The promotion of Matt Schultz to the Public Works Lead Person position has left the department with a Light Equipment Operator vacancy. This opening was posted within the City leading to only two candidates expressing interest. After careful consideration we have chosen Dan Van Buskirk to fill this opening.

While Dan has only been with the City's Department of Public Works for slightly over a year he came with over 20 years of concrete construction experience. In his little time with the City he has already earned the respect of many of the members of our crew. We are happy that we are able to recommend him for this promotion as we expect big things from him in the future.

VETERANS OF FOREIGN WARS

NICOLET POST NO. 2126

P.O. BOX 312 • MENASHA, WISCONSIN 54952-0312

September 28, 2016

City of Menasha
ATTN: City Council
140 Main St.
Menasha, WI 54952

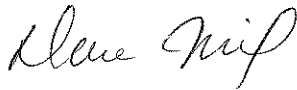
Dear Council Members:

We are inviting you to the annual Veterans' Day Program at the Menasha Public Library on November 11 at 11:00 a.m. We would appreciate your attendance at this event if at all possible.

You are also invited to the Veterans' Day dinner, which is held on **Saturday, November 12, 2016** at the Stone Toad Bar and Grill on Oneida Street that evening. Social hour is at 5:00 p.m. followed by a short program at 6:00. Dinner will then be served. The tickets are \$20.00. Please call me at 851-2306 to obtain the tickets you need.

We are looking forward to seeing you at these events.

Regards,



Dave Mix
Commander
VFW Nicolet Post 2126
Menasha



MEETING MINUTES

Meeting Location: Calumet County Court House
Room 015

Project No.: 4992-00-56

Date/Time: 9/28/16

Re: CTH LP

Notes By: PJV

Calumet County

Attendees: Brian Glaeser & Todd Romenesko, Calumet County; Travis Parish and Bob Kesler, Village/Town of Harrison; Mayor Merkes and Tim Montour, City of Menasha; Troy Robillard and Phil Verville III, Ayres Associates

After the Utility Meeting for CTH LP everybody sat down for a discussion of CTH LP and the preliminary plans.

- The City of Menasha plans to reconstruct and pave the existing trail along USH 10. When the trail reaches the intersection of CTH LP and USH 10 from the west, the City would like to have the trail tie into the proposed trail along CTH LP right at the crosswalk for CTH LP at USH 10. The City will pave the trail up to the grading limits for CTH LP and then temporarily tie into CTH LP. Trail construction will be in 2017 or 2018. **Action Item: The City of Menasha will provide drawings of the proposed trail to Ayres. Ayres will show the connection within the project limits.**
- The City of Menasha would like to see the intersections of Villa Way and Winnipeg Streets narrowed on their side of the roadway. They would prefer 25 foot radii. In addition, they would prefer only one lane width to turn in, and a right & left turn lane out. From this width the roadway will maintain this width to the west until it intersection with the existing curb. The County was acceptable to the extra construction of these side roads. Currently the existing intersections are quite wide.
- Crosswalks will be added to the following intersections.
 - CTH LP
 - Sonny Drive
 - Woodland Road/Villa Way
 - Manitowoc Road
 - Ethan Drive
- City of Menasha would like an 8-foot terrace at the turn lane for Villa Way.
- City of Menasha prefers integral curb for the project.
- City of Menasha is planning for a new driveway entrance around Station 40+50 LT. **Action Item: The City of Menasha will provide a drawing of the entrance when available to Ayres.**

- Colored and stamped concrete should be placed in the splitter islands for the roundabout at Manitowoc Road intersection. **Action Item: Ayres to review what is being installed at other roundabouts in the area and match color and pattern.**
- Access to the lots in the NW and SW of CTH LP/Manitowoc Road intersection should be off of Manitowoc Road. Access should be added to the NW lot across from the existing one for the SW lot. A median opening will be required in the splitter island for full access.
- While discussing locations of storm sewer, Harrison brought up potential plans for the Lake Park Sportszone. If plans move forward, they would be buying the adjacent parcel from the Waverly Sanitary District. Ayres was planning on putting the storm sewer down the existing lot line, but this would be under the potential future building. Therefore, Harrison asked that the storm sewer be shifted as far to the south as possible. **Action Item: Harrison will provide to Ayres the conceptual plans for the Lake Park Sportszone. Ayres to review storm sewer slopes to see if the pipe can be moved to the south property line of the Waverly Sanitary District lot.**
- Harrison is in the planning stages of building a roadway connection between Sonny Drive and Woodland Road. Depending on planning, financing, and acquiring R/W, the roadway would be built before construction on CTH LP in 2019.

PROJECT ID: 4992-00-56
WITH: N/A

COUNTY: CALUMET

ORDER OF SHEETS

- Section No. 1 Title
- Section No. 2 Typical Sections and Details(Includes Erosion Control Plan)
- Section No. 3 Estimate of Quantities
- Section No. 3 Miscellaneous Quantities
- Section No. 4 Right of Way Plat
- Section No. 5 Plan and Profile
- Section No. 6 Standard Detail Drawings
- Section No. 7 Sign Plates
- Section No. 8 ~~Structure Plans~~
- Section No. 9 Computer Earthwork Data
- Section No. 9 Cross Sections

TOTAL SHEETS =

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED IMPROVEMENT

C MENASHA, CTH LP

USH 10/STH 114 TO CTH AP

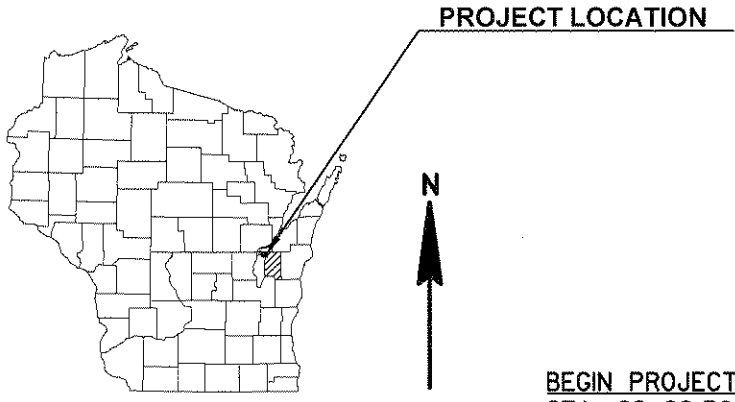
CTH LP

CALUMET COUNTY

30% Plan

STATE PROJECT	FEDERAL PROJECT	
	PROJECT	CONTRACT
4992-00-56		

STATE PROJECT NUMBER
4992-00-56



BEGIN PROJECT
STA. 22+26.50
Y=542601.902
X=838807.889

DESIGN DESIGNATION

A.A.D.T. 2019 = 11,300
A.A.D.T. 2039 = 13,600
D.H.V. = 1,714
D.D. = 59,41
T. = 3.7%
DESIGN SPEED = 40 MPH
ESALS = 1,400,000

CONVENTIONAL SYMBOLS

PLAN

CORPORATE LIMITS

PROPERTY LINE

LOT LINE

LIMITED HIGHWAY EASEMENT

EXISTING RIGHT OF WAY

PROPOSED OR NEW R/W LINE

SLOPE INTERCEPT

REFERENCE LINE

EXISTING CULVERT

PROPOSED CULVERT

(Box or Pipe)

COMBUSTIBLE FLUIDS

MARSH AREA

WOODED OR SHRUB AREA

PROFILE

GRADE LINE

ORIGINAL GROUND

MARSH OR ROCK PROFILE

(To be noted as such)

SPECIAL DITCH

GRADE ELEVATION

CULVERT (Profile View)

UTILITIES

ELECTRIC

FIBER OPTIC

GAS

SANITARY SEWER

STORM SEWER

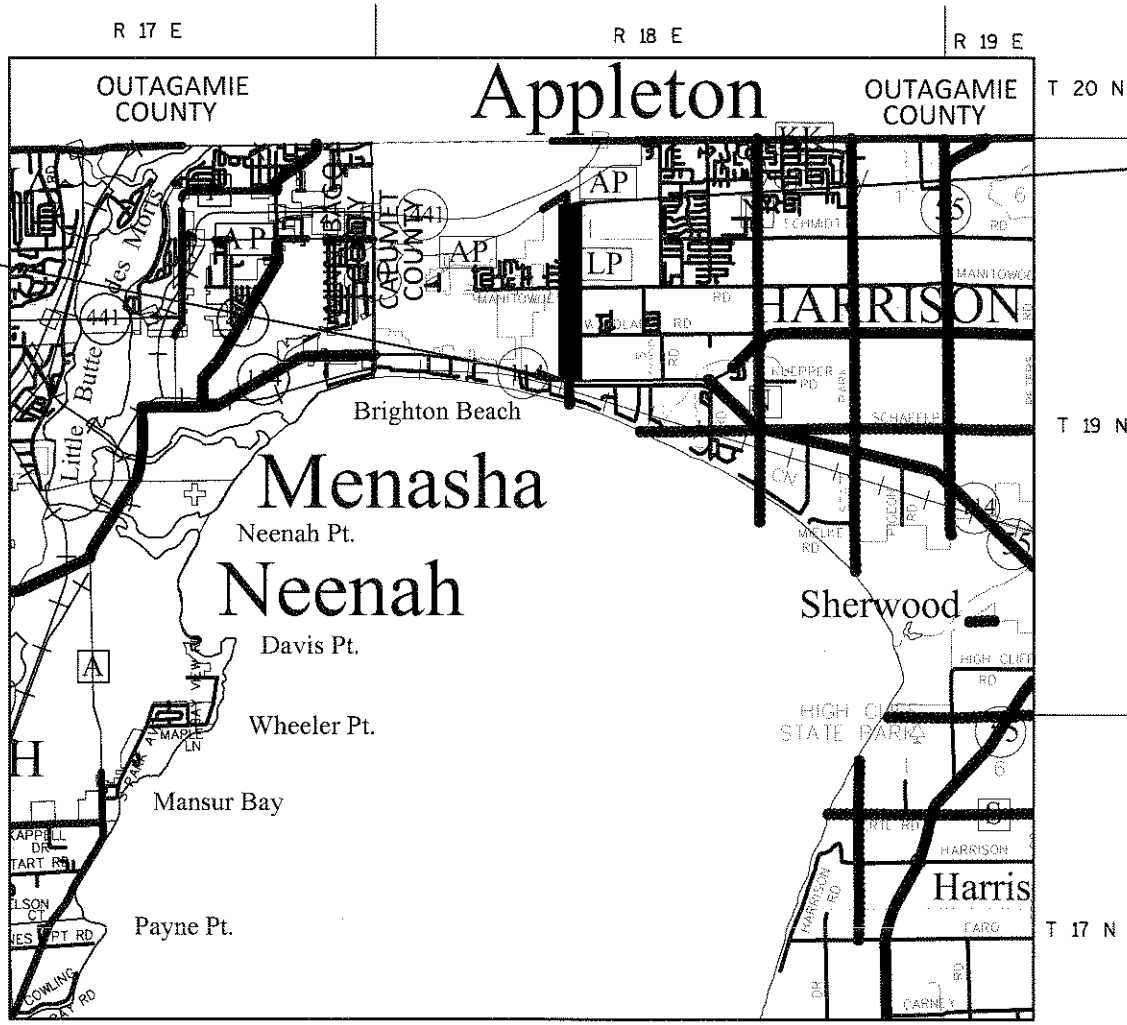
TELEPHONE

WATER

UTILITY PEDESTAL

POWER POLE

TELEPHONE POLE



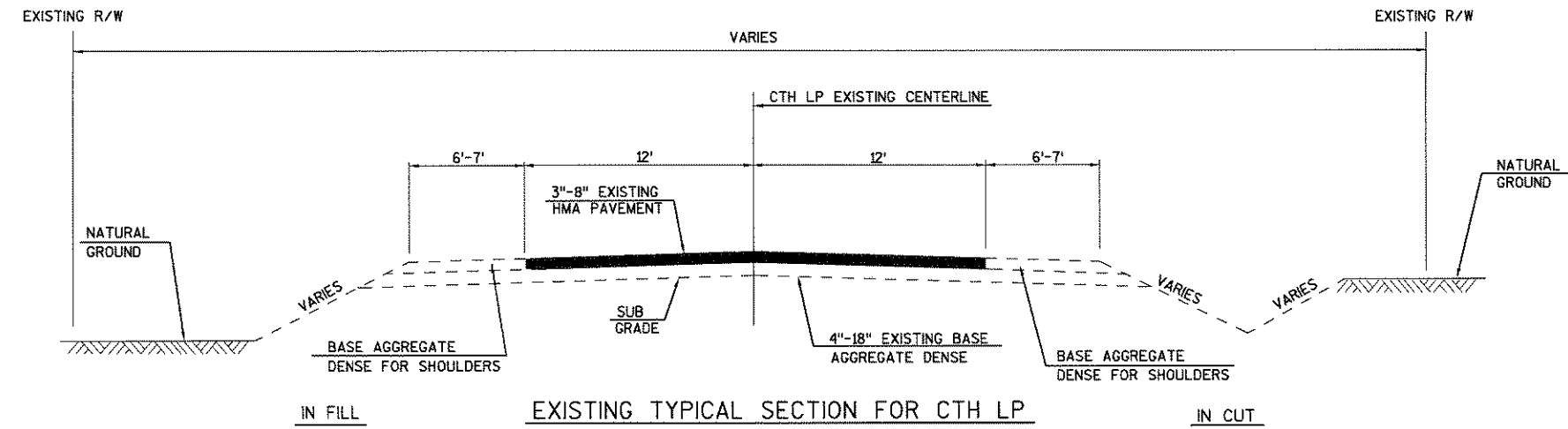
END PROJECT
STA. 96+79.80

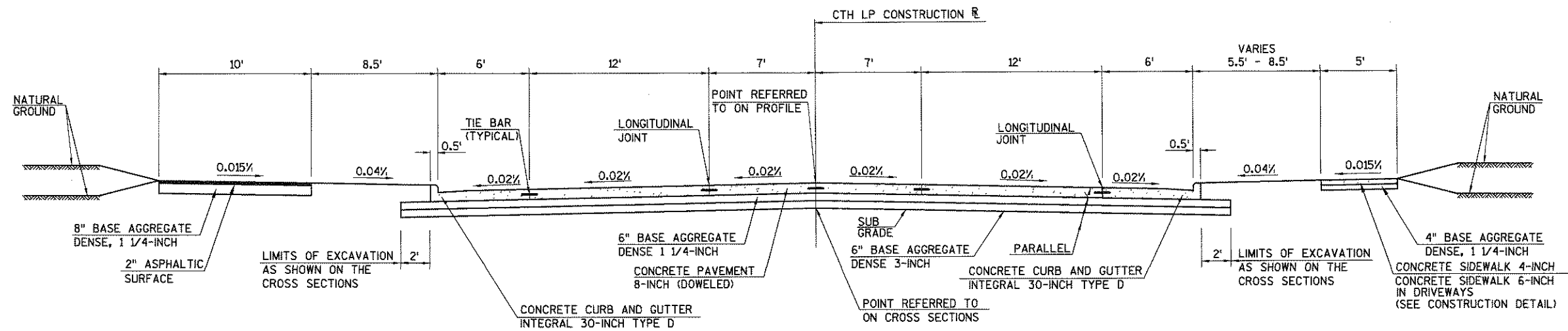
LAYOUT
SCALE 0 2 MI.

TOTAL NET LENGTH OF CENTERLINE = 1.412 MI.

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN COUNTY COORDINATES, CALUMET COUNTY, NAD83 (2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

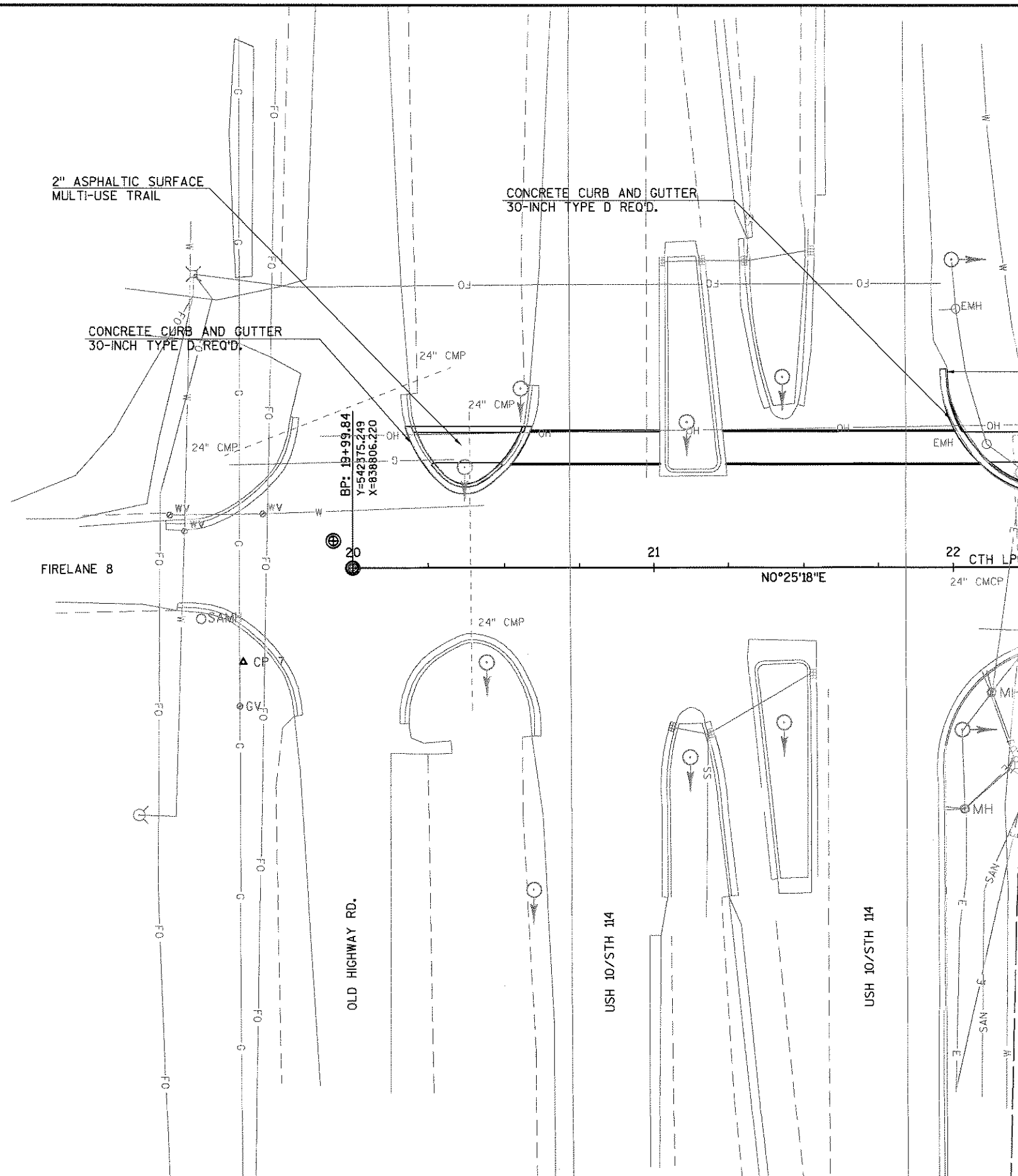
ACCEPTED FOR CALUMET COUNTY	
DATE	COUNTY HIGHWAY COMMISSIONER
ORIGINAL PLANS PREPARED BY AYRES ASSOCIATES	
(Date)	(Signature)
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
PREPARED BY	
Surveyor	AYRES ASSOCIATES
Designer	AYRES ASSOCIATES
Management Consultant	JT ENGINEERING
APPROVED FOR THE DEPARTMENT	
DATE:	(Management Consultant Signature)
E	





TYPICAL FINISHED CROSS SECTION FOR CTH LP

2

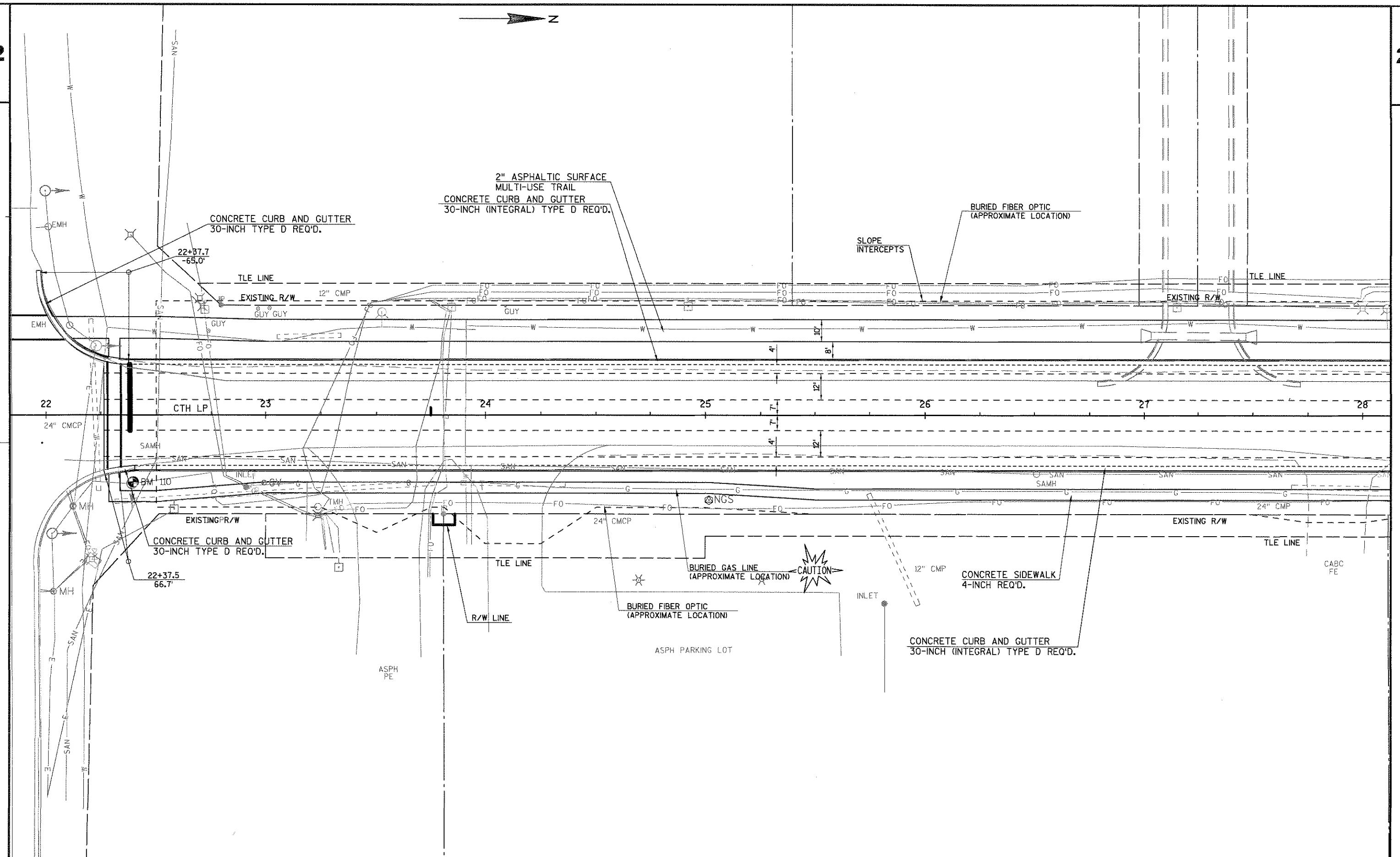


B

WISDOT/CADDS SHEET 42

2

2



PROJECT NO: 4992-00-56

HWY: CTH LP

COUNTY: CALUMET

PLAN DETAIL

SHEET

E

FILE NAME : V:\TRANS-GB\450401 CALUMET CTH LP\ROADWAY\C3D\SHEETS\PLAN\021202 PD.DWG
LAYOUT NAME - 021202 PD - PLANPROF 1 IN 40 FT

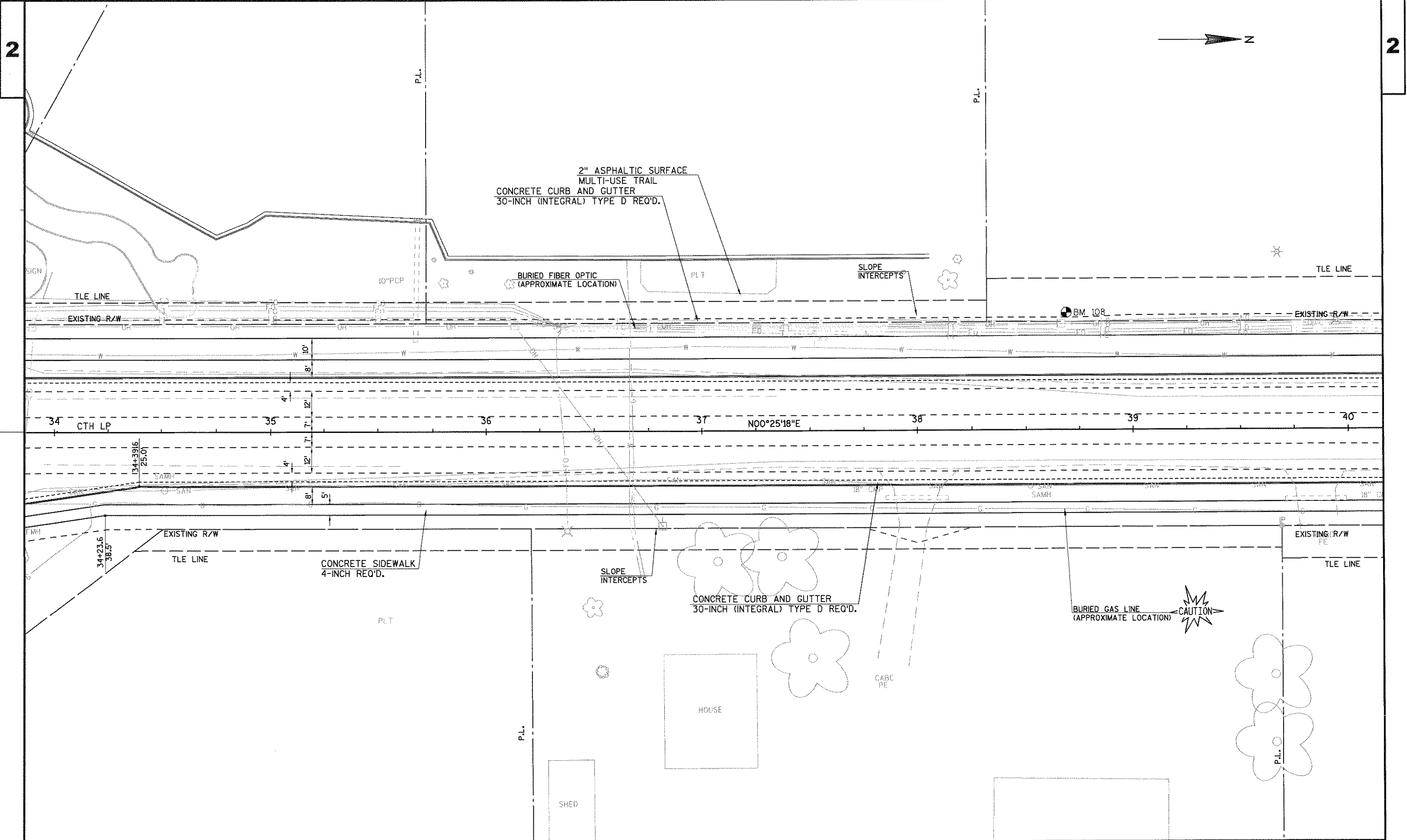
PLOT DATE : 8/22/2016 9:17 AM

PLOT BY : SOUFAL, KEVIN

PLOT NAME :

PLOT SCALE : 1 IN:40 FT

WISDOT/CADDs SHEET 42



PROJECT NO:4992-00-56

HWY:CTH LP

COUNTY:CALUMET

PLAN DETAIL

SHEET

E

FILE NAME : V:\TRANS-GB\450401 CALUMET CTH LP\ROADWAY\C3D\SHEETS\PLAN\021204 PD.DWG
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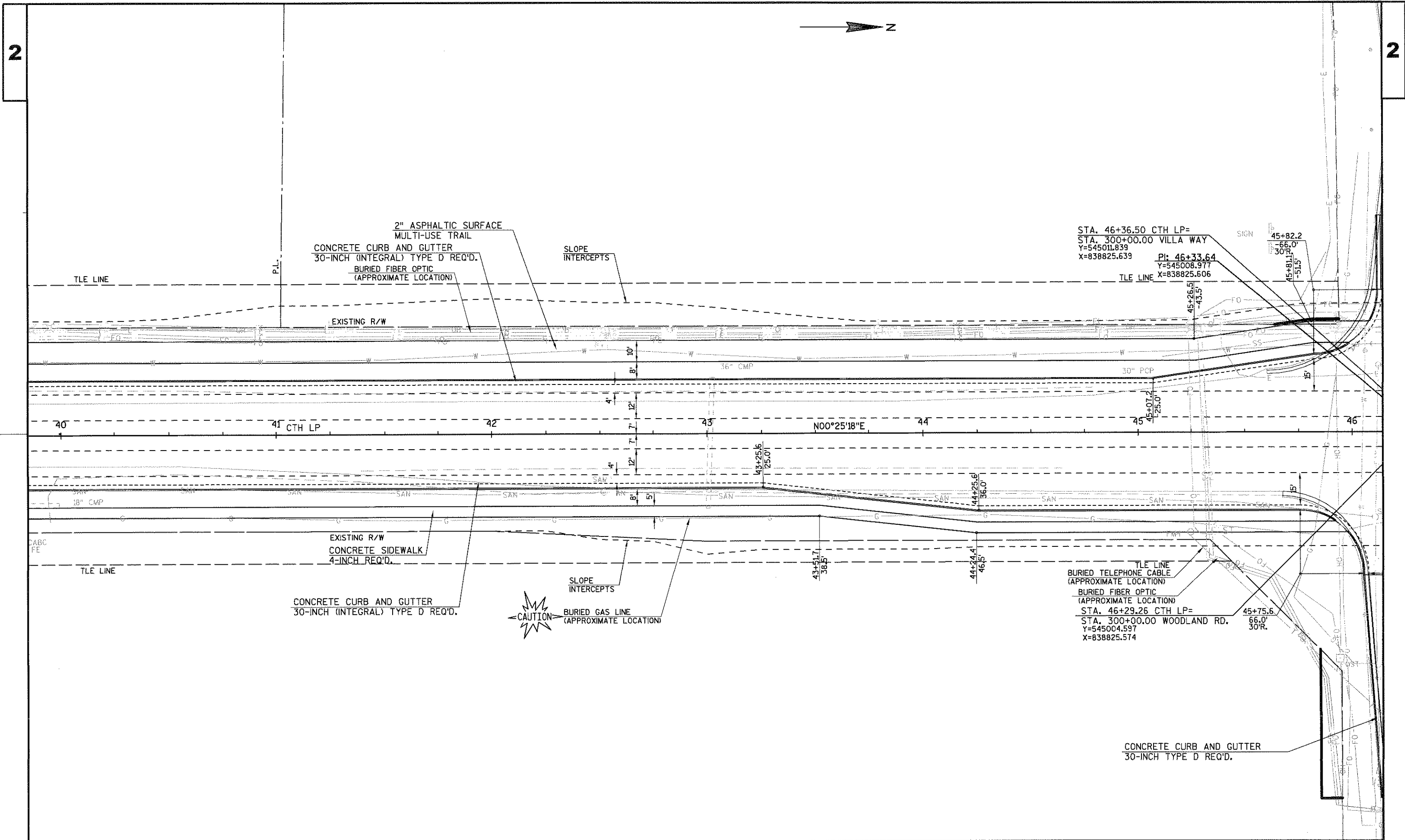
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PLOT BY : SOUFAL, KEVIN

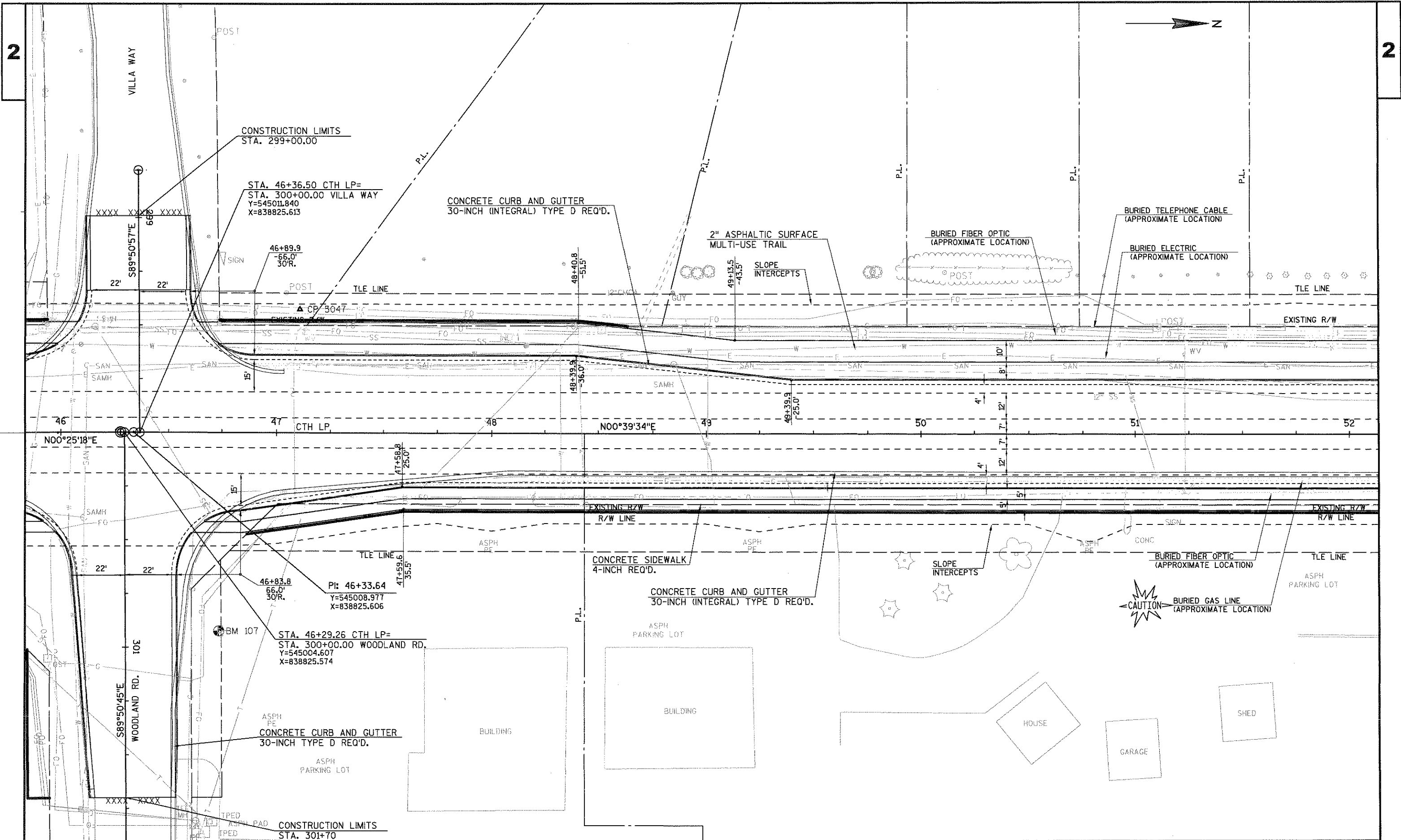
PLOT NAME :

PLOT SCALE : 1 IN:40 FT

WISDOT/CADDs SHEET 42



PROJECT NO: 4992-00-56	HWY: CTH LP	COUNTY: CALUMET	PLAN DETAIL	SHEET	E
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PROJECT NO:4992-00-56

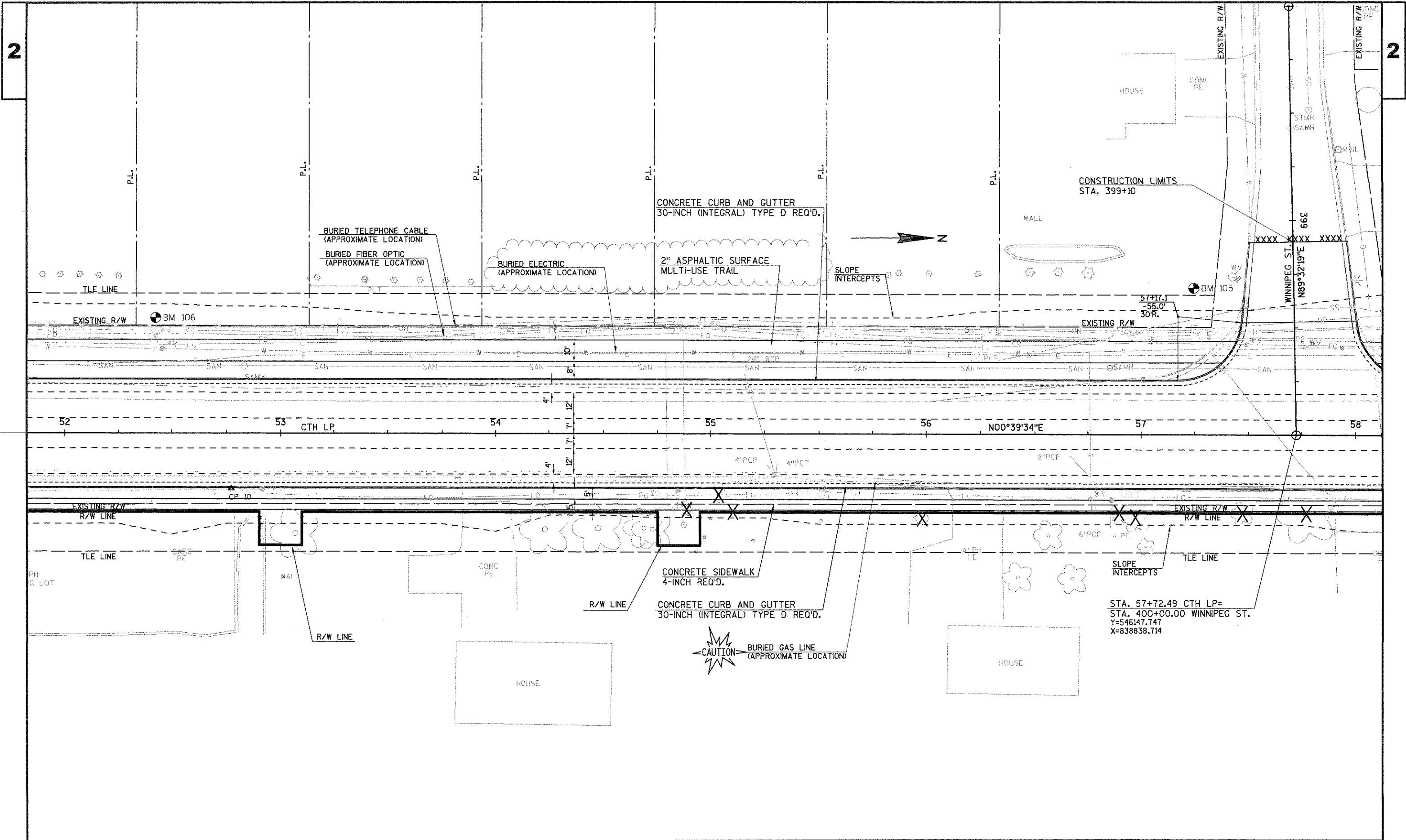
HWY:CTH LP

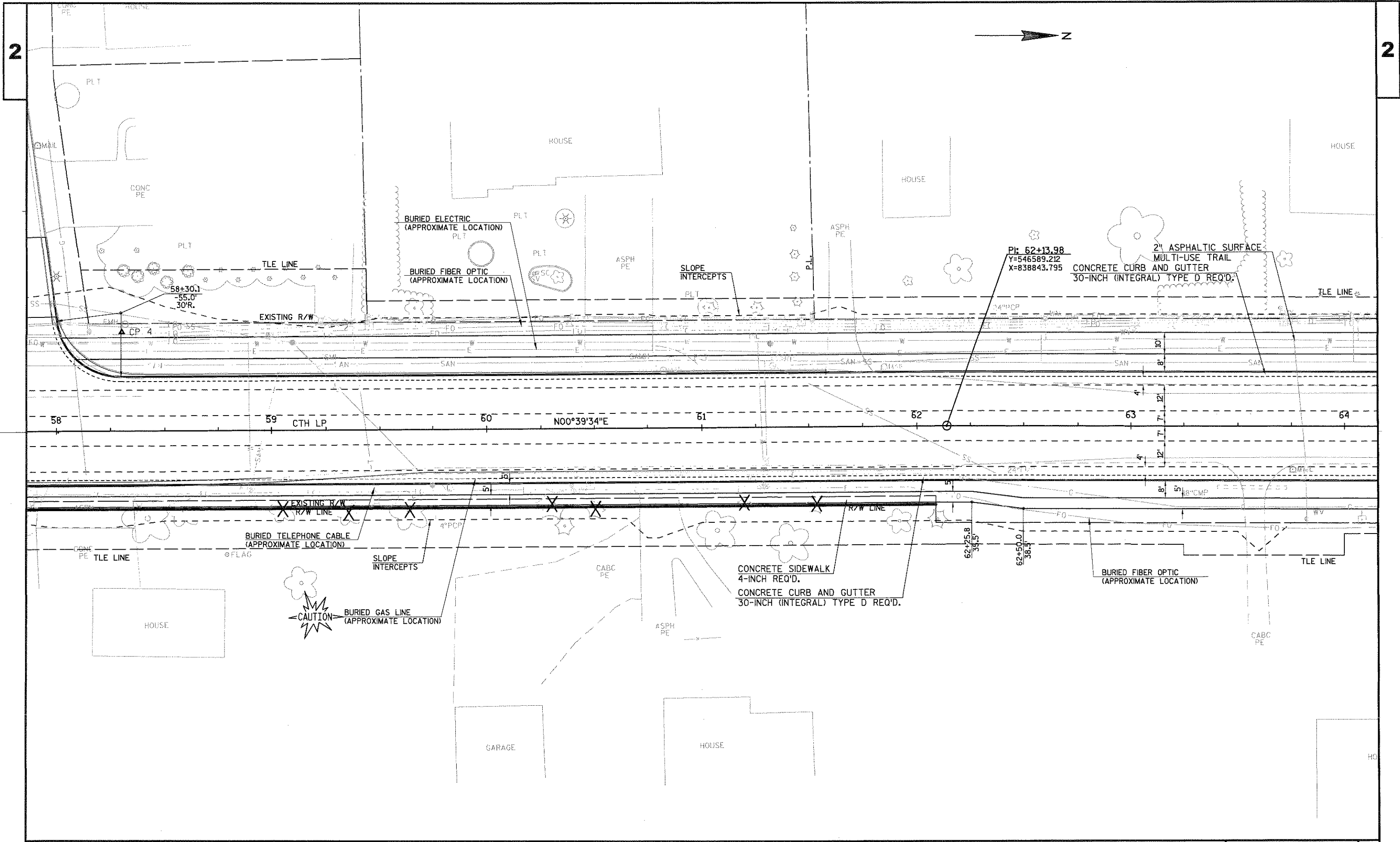
COUNTY:CALUMET

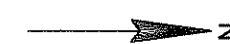
PLAN DETAIL

SHEET

E









MEMORANDUM

Date: October 11, 2016
To: Common Council
From: Kevin Englebert, Associate Planner
RE: Status of 867 Valley Road Project

Per unanimous action of the Common Council taken on July 18, 2016, Community Development staff was authorized to acquire and redevelop the property at 867 Valley Road. The intention of the project is to facilitate environmental site clean-up in preparation for Multistorage LLC. to acquire and redevelop the property. The city is still operating within the parameters of an awarded Site Assessment Grant from WEDC in the amount of \$150,000. To date, the following activities have been completed:

- City of Menasha has entered into a Development Agreement with Multistorage LLC and Purchase and Sale Agreement with Realty Opus Inc.
- City staff has obtained positive quotes under the threshold of \$130,000 for asbestos removal and demolition per the terms of the Purchase and Sale Agreement with Realty Opus.
- City has successfully purchased the property from Realty Opus in the amount of \$175,000.
- Realty Opus has escrowed \$100,000 for any unforeseen environmental contamination that the \$150,000 WEDC grant does not fund.
- Asbestos has been removed on site by Advanced Asbestos Removal Inc.

Ongoing activities include the following:

- The city has contracted with B.E.S.T. Enterprises Inc. to demolish the three structures present on site. Demolition is expected to start during the week of October 17th and reach substantial completion by December 1st.
- KEY Engineering is currently updating the Phase 1 Environmental Assessment and will start conducting soil samples in coordination with demolition. They will subsequently apply for DNR Case Closure and a Voluntary Party Liability Exemption on the city's behalf.

The city is operating under a tight budget and timeline but at this time staff is able to report that the project is meeting deadlines and proposed budget. All activities are expected to be completed by the end of the year and ownership of the site is expected to transfer next spring.



Memorandum

TO: Menasha Common Council Members

FROM: Kevin Kloehn, Chief

DATE: October 12, 2016

RE: NMFR Promotions

With my appointment to Fire Chief, this created a Shift Commander vacancy. Our Department has three Shift Commanders and who are in charge of a shift of 21 people.

Six, very qualified, internal candidates applied for this position. The candidates met with an interview panel that consisted of Chief Kloehn, Deputy Chief Voss, Assistant Chief Green, HR Director Barber, HR and Finance Director Peggy Steeno from Menasha, and Fire Commissioner Ken Kubiak. The interview process consisted of the candidates bring an issue within NMFR to the forefront and how would the candidate solve the problem. The second part consisted of the candidate discussing a self-improvement plan as Shift Commander, and lastly there was a series of 6 questions to candidates to finish off the interview.

All the candidates did extremely well, which made it an extremely tough decision to make. Each candidate provided excellent feedback on issues and insight on how to solve the issue(s). It was great to have their perspective on things and be able to review to have new ideas to explore.

Fire Officer Ryan Krings was chosen for the Shift Commander position. Ryan's promotion to Shift Commander led to a vacancy in our Fire Officers and Driver/Engineers. Jim Peglow was promoted to Fire Officer and Anthony Leiton was promoted to Driver/Engineer.

NMFR's Fire Commission approved all three promotions effective 10/2/16. Please join me in congratulating all three members.

If you have any questions, please feel free to call me or stop in my office.

Thank you!

KK/tt



MEMORANDUM

To: City of Menasha Common Council
From: Donald Merkes, Mayor
Date: 13 October 2016
RE: Racine Street Entrance Monument and Landscaping

Racine Street from Ninth to Twelfth Street officially opened October 4th. The DOT moved the roadway and installed a roundabout as part of the reconstruction of the 441 Racine Street. During the roundabout opening the Wisconsin Bike Federation, in cooperation with local police departments, hosted a safety seminar of how to ride in a roundabout.

Since the intersection is an important gateway into the City of Menasha, the City has agreed to maintain the plantings in the center of the roundabout as well as street trees within the city limits. Landscaping will be bid this fall and installed in the spring of 2017. Part of the landscaping project includes greenspace where the roadway was previously located. This area will be deeded to MJSD upon completion of the project and incorporated within the Calder Stadium property.

Until recently the City maintained a welcome sign in this area. The sign was damaged by a storm and was not replaced due to the upcoming construction and uncertainty of the design of the intersection. As part of the landscaping project the DOT is planning to incorporate an entrance monument. The city has received a pledge to enhance the monument with natural stone, sculpture, and signage, creating a statement we can be proud of.

The proposed design is attached.





1 VIEW FROM ROUNDABOUT
A-1.2 NOT TO SCALE



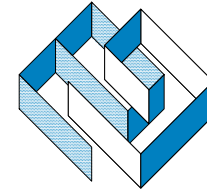
2 VIEW FROM SIDEWALK
A-1.2 NOT TO SCALE

RACINE ROAD - 441 INTERCHANGE
ROUNDABOUT MONUMENT
MENASHA, WISCONSIN

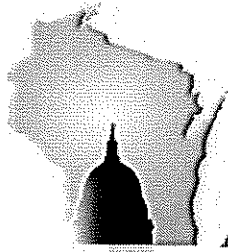
date: 10/11/2016
job: 16-023
d. by: AMH
rev.:

A-1.2

Gries
Architectural Group Inc.
500 North Commercial Street
Menasha, WI 54952
Phone: 920.722.2445 Fax: 920.722.6605
www.griesarchitectural.com



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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-1755
Fax (608) 267-6917 TTY (608) 267-9629

0066
DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA WI 54952-3190

October 10, 2016

FINAL ESTIMATE OF JANUARY 1, 2016 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2016 population for the City of Menasha in Calumet County is 2,637.

Approximately 1,875 of the estimated population for the City of Menasha are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2010 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

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0067
DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA WI 54952-3190

October 10, 2016

FINAL ESTIMATE OF JANUARY 1, 2016 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2016 population for the City of Menasha in Winnebago County is 14,936.

Approximately 11,463 of the estimated population for the City of Menasha are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2010 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.



MEMORANDUM

Date: October 12, 2016

To: Common Council

From: David Buck, CDD

RE: Status Update - Waterfront Trail Easement along Rear Yard of 95 Broad Street
(Connecting Trestle Trail/Broad Street to Water Street)

In 1997, as part of an agreement vacating the Water Street right-of-way between Broad Street and Barlow Street, the City of Menasha acquired a 15' easement along the Fox River Navigational Channel for the installation of a walkway/trail. The easement requires the City to begin the development of the walkway/trail no later than April, 2017.

This item was brought before the Board of Public Works on July 18, 2016 to discuss options associated with the construction of a walkway. The Common Council discussed the topic in closed session at the August 1, 2016 meeting. At the Common Council Meeting of September 6, 2016 discussion took place regarding purchasing 95 Broad Street, installing the trail on the waterside before current easement expires, and entering into discussion with the property owner about other options for the easement expansion. The Council directed staff to explore an extension of the easement's time period within which to install the trail including actions needed for widening the easement to accommodate a larger multi-use trail rather than simply a walkway.

Staff has been in contact with the property owner in regard to increasing the size of the easement to accommodate an 8-10 foot wide multi-use trail, delaying the trail installation to coincide with Water Street reconstruction (planned for 2020), and other particulars such as the inclusion of lighting, signage and some form of physical separation of the trail from the parcels rear yard. Preliminary conversations about expanding the easement area in exchange for monetary compensation, delayed installation and inclusion of the aforementioned amenities have been promising and staff is continuing to work with the property owner.

Staff is optimistic that an arrangement to increase the easement area can be made by the end of the year but points out that if no agreement can be reached that the City would begin construction of the walkway in the spring of 2017 to satisfy the terms of the easement agreement and protect the City's ability to establish the connection between the Trestle Trail/Broad Street to Water Street along the shore of the Fox River Navigational Channel.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, October 3, 2016
MINUTES

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Benner, Nichols, Krautkramer, Collier, Keehan, Zelinski

EXCUSED: Alderman Spencer, Taylor

ALSO PRESENT: Mayor Merkes, Attorney Chad Wade, PC Styka, FC Kloehn, ASD Steeno, CDD Buck, PRD Tungate PHD McKenney, DDMO Alix, Clerk Galeazzi

D. PUBLIC HEARING

NONE

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

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

Bill Banti, owner of Lemon Loves Lime. Recent parking changes effect on downtown businesses.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. [Mayor Tim Hanna—Fox Cities Exhibition Center Update](#)

Mayor Hanna and Karen Harkness from City of Appleton updated the Council on the Fox Cities Exhibition Center. They provided designs of the exhibition center and the timeline of the project.

2. [Adam Alix Deputy Director of Municipal Operations—Fall Leaf Pick Up Changes](#)

DDMO Alix explained the pilot program for leaf pickup. The Doty Island area has been selected for the pilot program. Residents are being asked to rake their leaves and some small garden debris onto the edge of the street for pickup with an end loader. Staff has been researching the cost savings of leaf pickup. City of Appleton uses this method and they have experienced a cost savings. This type of pickup will allow for a more guaranteed schedule for leaf pickup.

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

Minutes to receive:

- a. [Board of Public Works, 9/19/2016](#)
- b. [NMFR Joint Fire Commission, 9/28/2016](#)
- c. [NMFR Joint Finance and Personnel Committee, 9/27/2016](#)
- d. [Police Commission, 9/15/2016](#)
- e. [Water & Light Commission, 8/24/2016](#)

Communications:

- f. [Library Annual Report](#)
- g. [Bay-Lake RPC Announces the Award of Nine EAB Mitigation Grants](#)
- h. [Public Works Lead Person Position](#)
- i. [2016 Utility Commission Appointment](#)
- j. [Letter—Mayor Merkes to Dale Youngquist](#)
- k. [Clerk Galeazzi, 9/29/2016, Annexation/Appleton Road Memorandum](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications a-k.
Motion carried on voice vote.

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 9/19/2016](#)

Board of Public Works, 9/19/2016, Recommends the Approval of:

2. [Street Use Application – Hometown Halloween, October 27, 2016, 3:00-7:00 p.m.](#)
3. [Payment No. 3 – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement within Parking Area, 8' Wide Asphalt Trail and Storm Sewer; Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road \(8' Wide Asphalt Trail\), Menasha Utilities Office \(Parking Area Paving\), and Community Way; Contract Unit No. 2016-02; \\$92,038.75.](#)

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda items 1-3.
Motion carried on roll call 6-0.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

None

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 9/22/2016—9/29/2016 in the amount of \\$1,458,739.88](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.
Motion carried on roll call 6-0.

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

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo dated 9/28/16.
Motion carried on roll call 6-0.

3. [Establish Permit Fee for Removal of Salvageable Non-Structural Materials from Vacated Buildings Title 8, Chapter 5 of the Code of Ordinances](#)

Moved by Ald. Nichols seconded by Ald. Keehan to establish permit fee for removal of salvageable non-structural materials from vacated buildings at \$550 for first 10,000 square feet and \$50 for each additional 1,000 square feet.
Motion carried on roll call 6-0.

J. HELD OVER BUSINESS

None

K. ORDINANCES AND RESOLUTIONS

None

L. APPOINTMENTS

1. [Mayor's Appointment of Emilie Steinmann to the Landmarks Commission for the term of 10/4/2016—3/1/2017](#)

Moved by Ald. Keehan seconded by Ald. Benner to approve Mayor's appointment of Emilie Steinmann to Landmarks Commission for the term 10/4/2016-3/1/2017.
Motion carried on voice vote.

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. Benner seconded by Ald. Keehan to adjourn at 6:54 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

JOINT POWERS AGREEMENT WINNEBAGO COUNTY 911 EMERGENCY SYSTEM

WHEREAS, Winnebago County and the municipalities located within the boundaries of Winnebago County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats. "Joint Powers Agreement", requires that in implementing a 911 system as has been done in Winnebago County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Winnebago County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Winnebago County and the **City of Menasha**, municipality", as follows:

1. That effective **December 1, 2016**, this Agreement shall, thereafter, be applicable on a daily basis from said date through **November 30, 2017**.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Winnebago County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a Winnebago County Communications and Information System Advisory Committee shall be established to develop and recommend policy and procedures for emergency services communications and public safety records management issues in Winnebago County. A User's Guide that was developed in 1994 has been updated as necessary, and includes directives and guidelines for the proper use of E911 communication devices (which may include, but not be limited to, radios, computers, mobile data devices and pagers). Violation of User Guide directives could result in disciplinary action being imposed by the employing agency. The committee will be charged to effectively recommend equipment/software purchases and resource allocation with the authority to develop sub-committees as needed to accomplish that task. The committee may develop special ad-hoc, advisory task forces to research regional communication

network(s) with neighboring public safety departments or other County E911 Systems. The Advisory Committee will report to the County Executive and service that position in an advisory nature. Membership on the Advisory Committee shall consist of 9 representatives (appointed by the County Executive) from the following:

4 – Police Agency (separate departments) Representatives (normally the Police Chief or his/her designee).

4 – Fire Agency (separate departments) Representatives (normally the Fire Chief or his/her designee).

1 – Emergency Government Representative.

The Advisory Committee shall elect one Chair and Vice-Chair each year commencing in January.

4. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 146.70 (9)(c), Wis. Stats.

WINNEBAGO COUNTY

By: Mark L. Harris
Winnebago County Executive
Mark L. Harris

Date: 9/12/16

By: Susan T. Ertmer
County Clerk
Susan T. Ertmer

Date: 9-8-16

CITY OF MENASHA

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____



MEMORANDUM

To: City of Menasha Administration Committee

From: Peggy Steeno, Director of Administrative Services

Date: September 30, 2015

RE: 2017 – 2018 Health Insurance

BACKGROUND

In November of 2014, the City of Menasha contracted with Wisconsin Counties Association/Group Health Trust (WCA/GHT) to be the City's medical insurance carrier for the calendar years 2015 and 2016. By selecting this plan, the City saved approximately \$138,000 in comparison to the renewal offered by the City's previous provider Wisconsin Education Association Insurance Trust (WEA), for the same benefits.

WCA/GHT has delivered on all of the commitments made to the City as part of this agreement. While there are always things that can be improved upon, the overall experience with WCA/GHT has been positive. In regard to the issues that have arisen, in the areas of coverage and customer service, I am pleased to report that all issues have been resolved. In addition, according recent survey completed by employees with regard to City benefits, the results showed that employees are satisfied with the WCA/GHT.

There were a few small plan design changes approved by the Council and implemented for the 2016 plan year that enabled the City to hold the increase, for the 2016 plan year, to 2.5% over the 2015 rates.

In regard to 2017 and 2018, the City has received a proposal, for the same plan benefits, with rates as follows:

2016 Rates

<i>Single Plan -</i>	<i>\$502.25 per month</i>
<i>Employee/Child Plan -</i>	<i>\$932.75 per month</i>
<i>Employee Spouse Plan -</i>	<i>\$1,060.88 per month</i>
<i>Family Plan -</i>	<i>\$1,633.85 per month</i>

2017 Rates

<i>Single Plan -</i>	<i>\$517.32 per month</i>
<i>Employee/Child Plan -</i>	<i>\$960.73 per month</i>
<i>Employee Spouse Plan -</i>	<i>\$1,092.70 per month</i>
<i>Family Plan -</i>	<i>\$1,682.86 per month</i>

2018 (Not-to-Exceed) Rates

<i>Single Plan -</i>	<i>\$558.71 per month</i>
<i>Employee/Child Plan -</i>	<i>\$1,037.59 per month</i>
<i>Employee Spouse Plan -</i>	<i>\$1,180.12 per month</i>
<i>Family Plan -</i>	<i>\$1,817.49 per month</i>

The above rates are proposed to increase 3% in 2017, and guaranteed to increase not more than 8% in 2018, both without any plan design changes.

There is a caveat to this proposal. The proposal is predicated on the City of Menasha agreeing to renew with WCA/GHT without going to the market to ‘shop’ for other insurance carriers. The reason for this request is that WCA/GHT has invested significant funds in the Blue Jay Clinic on behalf of the City of Menasha, and it is important for them to get a longer term benefit from their investment.

ANALYSIS

While the request to enter into the agreement without comparison shopping is not typical, in this case, it makes sense, for the following reasons:

- WCA/GHT was the lowest cost provider, by a large margin when shopping for insurance for the 2015 plan year,
- Industry increases in the market currently are much higher than the 3% and 8% proposed by WCA/GHT,
- The provider network provide under this plan is extremely broad, known to be one of the most inclusive networks in the state,
- There are a number of additional benefits that come with the existing company; they are as follows:
 - The company provides the availability of the Blue Jay Clinic, when covered members can go for various medical needs, at no cost to members,
 - The company provides a \$50 gift card, annually, to all employees/spouses that complete an annual physical and notify WCA/GHT of the same,
 - The company provides HRA/Biometrics Testing, annually, to city employees/spouse at no additional cost,

- The company provides funding for flu shots, annually, for covered members at no cost,
- The company provides a physical fitness incentive, in the form of cash reimbursement, \$120 Single Plan / \$240 Family Plan, annually, for membership at a health club,
- The company pays all required ACA fees on the city's behalf,
- The company provides an incentive to covered members that select Smart Choice MRI, for their imaging needs, and
- The company provides a wellness grant to the City each year for wellness related activities.

For all of the reasons listed above, remaining with WCA/GHT for the years 2017 and 2018, under the above noted terms, is the right good choice.

FISCAL IMPACT

The fiscal impact of this item is approximately \$3,660 per month. However, employees are currently contributing 2.5% to the premiums, and staff will be proposing an increase in the contribution percentage for 2017 and beyond, so the City will not bear the entire cost of the increase.

RECOMMENDATION

Staff is requesting approval of a two year agreement, with WCA/GHT, to provide health insurance, at the rates and terms listed above.



MEMORANDUM

To: City of Menasha Administration Committee

From: Peggy Steeno, Director of Administrative Services

Date: September 29, 2016

RE: 2017-2018 Dental Insurance

BACKGROUND

The City is self-insured for dental coverage, and the plan is administered through Delta Dental. As the administrator, Delta Dental has provided experience information for claims and administrative fees for the most recent twelve (12) month period. *Staff has reviewed this information, and no increase in premiums is required for 2017.*

The City's current rates, which have not changed since 2011, as well as the projected rates for 2017, are as follows:

2016 Rates

Single Plan - \$43.05 per month

Family Plan - \$114.67 per month

2017 Rates

Single Plan – No Change

Family Plan – No Change

In regard to responsibility for the payment of premiums, the City pays 90% and the employees pay 10%. In addition, the City charges COBRA rates at the same level as employee rates. The City does have the ability to add an additional 2% on COBRA policies, however it has not done so in the past and staff is not recommending it for 2017.

In addition to keeping the administration fee at the current rate, Delta Dental has also committed to maintain the same rate for 2018.

ANALYSIS

The City has been able to hold the same dental insurance rates in place for the past six years, and is fortunate to be able to do this for 2017 as well. Since the City is self-funded, staff also monitors claims on a monthly basis, and will continue to do so in the future.

In regard to the administration fee paid to the plan administrator, the \$5.50 per employee, per month is a very favorable rate, as all of the comparable administrators charge a higher rate. In addition, with regard to the network available to the City through Delta

Dental, this also is very favorable with the current plan administrator in comparison to other plan administrators.

In addition, in a recent survey completed by employees with regard to City benefits, the results showed that employees are satisfied with the customer service provided by Delta Dental.

FISCAL IMPACT

There is no specific fiscal impact with this request, as the rates are remaining stable. However, please note the actual amount paid for dental insurance each year depends on the selections employees make with regard to choosing or not choosing to take the insurance, and the level of insurance that is selected.

RECOMMENDATION

Staff recommends approval of the following:

- A two year agreement, from January 1, 2017 through December 31, 2018, with Delta Dental to provide plan administration services for dental insurance, and
- The above noted dental insurance rates for 2017.



MEMORANDUM

To: City of Menasha Administration Committee

From: Peggy Steeno, Director of Administrative Services

Date: September 29, 2016

RE: 2017 - 2020 Vision Insurance

BACKGROUND

The City currently contracts with Superior Vision to provide a materials only vision insurance plan. The City has been under a fixed, three-year contract since 2014, with that contract ending on December 31, 2016.

The City's current rates, which have not changed since 2014, along with the proposed rates for January 1, 2017 through December 31, 2020, are as follows:

<u>2014 - 2016 Rates</u>		<u>2017 – 2020 Rates</u>	
Single Plan -	\$4.84 per month	Single Plan –	\$5.03 per month
Ltd. Family Plan -	\$9.68 per month	Ltd. Family Plan -	\$10.07 per month
Family Plan -	\$12.77 per month	Family Plan –	\$13.28 per month

In regard to responsibility for the payment of premiums, the City pays 90% and the employees pay 10%. In addition, the City charges COBRA rates at the same level as employee rates. The City does have the ability to add an additional 2% on COBRA policies, however it has not done so in the past and staff is not recommending it for 2017.

ANALYSIS

The City has been able to hold the same vision rates in place for the past three years, and the increase that is being proposed to hold the rates at the proposed 2017 level for the next 4 years is a favorable proposal.

In regard to comparisons, staff has worked with the City's insurance consultant on comparable plans and pricing, and has not been able to find better rates for equivalent coverage.

In addition, in a recent survey completed by employees with regard to City benefits, the results showed that employees are satisfied with the customer service provided by Superior Vision.

FISCAL IMPACT

The fiscal impact attached to this request, based on the 2016 selections that employees have made for vision insurance, is additional \$434 annually, in premiums paid by the City. However, please note the actual amount paid for vision insurance each year depends on the selections employees make with regard to choosing or not choosing to take the insurance, and the level of insurance that is selected.

RECOMMENDATION

Staff recommends approval of a four year agreement, with Superior Vision, to provide vision insurance, at the rates listed above.

Certificate of Payment

Date: September 28, 2016

Payment Request: 2 (Two)

Contractor: Vinton Construction, Inc

Address: P.O. Box 1987, Manitowoc, WI 54221-1987

Contract Unit No.: 2016-01

Project Description: City of Menasha Downtown Street, Walkway & Electrical Improvements

Original Contract Amount \$ 265,487.33

Change Order No.: _____ Amount: \$ _____

Previous Change Order(s): \$ -\$25,170.58

Total Contract Amount (Including Change Orders) \$ 240,316.75

Total Earned to Date (Summary Attached) \$ 236,106.93

Less Retainage (2.5% of Contract) \$ 6,007.92

Amount Due \$ 230,099.01

Previous Payments \$ 146,120.70

Amount Due this Payment \$ 83,978.31

Estimate Period from April 27, 2016 to September 28, 2016

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

Corey Gordon, Public Works: _____ Date: _____

Don Merkes, Mayor: _____ Date: _____

Common Council Approval Date: _____

Finance Department

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

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2016-01

Downtown Street, Walkway and Electrical Improvements

Mill Street, Main Street, Pedestrian Link from Broad Street Parking Ramp to Main Street

PAYMENT #2

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
		BASE BID	UNIT PRICE	ITEM TOTAL	QUANTITY	TOTAL
Construction General						
10000	1	Mobilization and Miscellaneous	\$ 32,500.00	\$ 32,500.00	1.00	\$ 32,500.00
90000	1	Traffic Control	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00
Pavements and Surfaces						
90100	1	Earthwork / Finish Grading	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00
90101	3,296	5-inch Concrete Sidewalk	\$ 6.62	\$ 21,819.52	3236.31	\$ 21,424.37
90102	1,825	8-inch Concrete Sidewalk	\$ 8.00	\$ 14,600.00	2851.22	\$ 22,809.76
90103	1,534	Bituminous Asphalt Pavement	\$ 5.56	\$ 8,529.04		
90104	252	Poured in Place Rubber surfacing	\$ 30.00	\$ 7,560.00	252.00	\$ 7,560.00
90105	796	Precast Concrete Unit Pavers	\$ 31.25	\$ 24,875.00		
90106	45	Concrete Gutter Valley	\$ 35.00	\$ 1,575.00	0.00	\$ -
90107	240	Concrete Curb & Gutter 30-inch	\$ 35.00	\$ 8,400.00	447.67	\$ 15,668.45
90108	313	Concrete Curb 8-inch	\$ 40.00	\$ 12,520.00	285.83	\$ 11,433.20
90109	1	Concrete Table Top Crossing	\$ 6,200.00	\$ 6,200.00		
90110	221	Concrete Curb Ramp	\$ 6.62	\$ 1,463.02	0.00	\$ -
90111	1	Concrete Driveway	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00
90112	16	Detectable Warning Plates - Install Only	\$ 20.00	\$ 320.00	14.00	\$ 280.00
90113	2	Trench Grate & Concrete Channel	\$ 650.00	\$ 1,300.00	2.00	\$ 1,300.00
90114	870	Pavement Marking, MMA	\$ 13.00	\$ 11,310.00		
90115	1	Pavement Marking, Striping	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00
Landscape Plantings and Accessories						
90200	2.00	Tree Grate, Type A - Install Only	\$ 562.50	\$ 1,125.00	2.00	\$ 1,125.00
90201	4	Tree Grate, Type B - Install Only	\$ 562.50	\$ 2,250.00		
90202	8	Tree, 'Cleveland Select Callery Pear', 1 1/2", B&B	\$ 550.00	\$ 4,400.00		
90203	3	Tree, 'Princeton Sentry' Ginkgo, 2", B&B	\$ 1,018.75	\$ 3,056.25		
90204	1	Shrub, Dwarf-bush Honeysuckle, 30" Ht., Cont.	\$ 65.00	\$ 65.00	1.00	\$ 65.00
90205	1	Shrub, Tiger Eyes Cutleaf Staghorn Sumac, 10 Gal., Cont.	\$ 100.00	\$ 100.00	1.00	\$ 100.00
90206	16	Shrub, Northern Charm Boxwood, 18" Ht., Cont.	\$ 100.00	\$ 1,600.00		
90207	10	Perennial, 'Blue Fortune' Anise Hyssop, 1 Gal., Cont.	\$ 26.25	\$ 262.50	10.00	\$ 262.50
90208	6	Perennial, 'Halfway to Arkansas' Narrow Left Blue Star, 1 Gal., Cont.	\$ 26.25	\$ 157.50	6.00	\$ 157.50
90209	113	Perennial, 'Summer Beauty' Allum, 1 Gal., Cont.	\$ 26.25	\$ 2,966.25	113.00	\$ 2,966.25
90210	19	Perennial, Dwarf Blue Indigo, 1 Gal., Cont.	\$ 26.25	\$ 498.75	19.00	\$ 498.75
90211	3	Perennial, 'Karl Forester' Feather Reed Grass, 1 Gal., Cont.	\$ 26.25	\$ 78.75	3.00	\$ 78.75
90212	41	Perennial, Lesser Calamintha, 1 Gal., Cont.	\$ 26.25	\$ 1,076.25	41.00	\$ 1,076.25
90213	41	Perennial, 'Red Knee High' Coneflower, 1 Gal., Cont.	\$ 26.25	\$ 1,076.25	41.00	\$ 1,076.25
90214	3	Perennial, 'Blue Angel' Hosta, 1 Gal., Cont.	\$ 52.50	\$ 157.50	3.00	\$ 157.50
90215	6	Perennial, 'Morning Light" Miscanthus, 2 Gal., Cont.	\$ 26.25	\$ 157.50	6.00	\$ 157.50
90216	38	Perennial, 'Shenandoah' Switchgrass, 1 Gal., Cont.	\$ 26.25	\$ 997.50	38.00	\$ 997.50
90217	10	Perennial, 'Autumn Joy' Sedum, 1 Gal., Cont.	\$ 26.25	\$ 262.50	10.00	\$ 262.50
90218	152	Perennial, 'Tara' Prairie Dropseed, 1 Gal., Cont.	\$ 26.25	\$ 3,990.00	152.00	\$ 3,990.00
90219	72	Perennial, 'Blue Heaven' Little Bluestem, 1 Gal., Cont.	\$ 26.25	\$ 1,890.00	72.00	\$ 1,890.00
90220	48	Bulb, 'Gander's Rhapsody' Triumph Tulip, 12 cm, Bulb	\$ 10.00	\$ 480.00	0.00	\$ -
90221	136	Planting Soil	\$ 93.75	\$ 12,750.00	136.00	\$ 12,750.00
90222	215	Shredded Hardwood Bark Mulch	\$ 7.50	\$ 1,612.50	180.00	\$ 1,350.00
Site Specialty Items						
90300	15	Skate Deterrents	\$ 100.00	\$ 1,500.00	15.00	\$ 1,500.00
90301	1	Community Table	\$ 17,875.00	\$ 17,875.00	1.00	\$ 17,875.00

90302	1	Stone Couch, Small	\$ 3,125.00	\$ 3,125.00	1.00	\$ 3,125.00
90303	1	Stone Couch, Large	\$ 10,625.00	\$ 10,625.00	1.00	\$ 10,625.00
90304	2	Stone Pier	\$ 3,125.00	\$ 6,250.00	2.00	\$ 6,250.00
90305	2	Outdoor Picture Frame, 5'-0" x 7'-0"	\$ 2,187.50	\$ 4,375.00		
90306	1	Outdoor Picture Frame, 2'-6" x 4'-9"	\$ 1,687.50	\$ 1,687.50		
90307	1	Outdoor Picture Frame, 2'-6" x 3'-6"	\$ 1,406.25	\$ 1,406.25		
90308	2	Outdoor Picture Frame, 2'-4" x 3'-0"	\$ 1,343.75	\$ 2,687.50		
90309	2	Outdoor Picture Frame, 2'-4" x 2'-4"	\$ 1,156.25	\$ 2,312.50		
Lighting						
90400	50	Electrical 3/4" Rigid Metal Conduit	\$ 8.00	\$ 400.00	25.00	\$ 200.00
90401	500	Electrical 3/4" Rigid Non-Metallic Conduit	\$ 4.00	\$ 2,000.00	250.00	\$ 1,000.00
90402	20	Electrical 1" Rigid Metal Conduit	\$ 10.00	\$ 200.00	10.00	\$ 100.00
90403	95	Electrical 1" Rigid Non-Metallic Conduit	\$ 4.00	\$ 380.00	47.00	\$ 188.00
90404	600	Electrical Wire, Cable Type UF 12 AWG	\$ 1.50	\$ 900.00	200.00	\$ 300.00
90405	60	Electrical Wire, Cable Type UF 10 AWG	\$ 2.00	\$ 120.00	0.00	\$ -
90406	1	Wall Mounted Junction Box	\$ 375.00	\$ 375.00	1.00	\$ 375.00
90407	9	Duplex Receptables	\$ 85.00	\$ 765.00	0.00	\$ -
90408	8	Receptacle Pedestal	\$ 375.00	\$ 3,000.00	0.00	\$ -
90409	2	Concrete Signal Base	\$ 675.00	\$ 1,350.00	2.00	\$ 1,350.00
90410	1	LED Under Table Lighting	\$ 8,425.00	\$ 8,425.00	1.00	\$ 8,425.00
90411	6	Ingrade Lighting, Flood, Type OF2	\$ 1,075.00	\$ 6,450.00	6.00	\$ 6,450.00
90412	2	Ingrade Lighting, Flood, Type OF2	\$ 1,100.00	\$ 2,200.00	2.00	\$ 2,200.00
90413	1	LED Festoon String Lighting	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00
		TOTAL BASE BID		\$ 286,640.33		\$ 216,150.03
Alternate Bid #1 - Replace Precast Concrete Unit Pavers with Colored Concrete						
90500	796	5-inch Colored Concrete	\$ 7.00	\$ 5,572.00	972.60	\$ 6,808.20
0	4	Tree Grate, Type A - Install Only	\$ 100.00	\$ 400.00	3.00	\$ 300.00
0	796	DEDUCT Precast Concrete Unit Pavers	\$ (31.25)	\$ (24,875.00)		\$ -
0	4	DEDUCT Tree Grate, Type B - Install Only	\$ (562.50)	\$ (2,250.00)		\$ -
		Total Alternate Bid #1		\$ (21,153.00)		\$ 7,108.20
		TOTAL CONTRACT BASE BID PLUS ALTERNATE BID #1		\$ 265,487.33		\$ 223,258.23
Change Order #1						
90305	-2	Outdoor Picture Frame, 5'-0" x 7'-0"	\$ 2,187.50	\$ (4,375.00)	0.00	\$ -
90306	-1	Outdoor Picture Frame, 2'-6" x 4'-9"	\$ 1,687.50	\$ (1,687.50)	0.00	\$ -
90307	-1	Outdoor Picture Frame, 2'-6" x 3'-6"	\$ 1,406.25	\$ (1,406.25)	0.00	\$ -
90308	-2	Outdoor Picture Frame, 2'-4" x 3'-0"	\$ 1,343.75	\$ (2,687.50)	0.00	\$ -
90309	-2	Outdoor Picture Frame, 2'-4" x 2'-4"	\$ 1,156.25	\$ (2,312.50)	0.00	\$ -
90202	-8	Tree, 'Cleveland Select Gallery Pear', 1 1/2", B&B	\$ 550.00	\$ (4,400.00)	0.00	\$ -
90203	-3	Tree, 'Princeton Sentry' Ginkgo, 2", B&B	\$ 1,018.75	\$ (3,056.25)	0.00	\$ -
90206	-16	Shrub, Northern Charm Boxwood, 18" Ht., Cont.	\$ 100.00	\$ (1,600.00)	0.00	\$ -
		Total Change Order #1		\$ (21,525.00)		\$ -
Change Order #2						
90103	-1,534	Bituminous Asphalt Pavement	\$ 5.56	\$ (8,529.04)	0.00	\$ -
90109	-1	Concrete Table Top Crossing	\$ 6,200.00	\$ (6,200.00)	0.00	\$ -
90114	-870	Pavement Marking, MMA	\$ 13.00	\$ (11,310.00)	0.00	\$ -
90102	1075	8-inch Concrete Sidewalk	\$ 8.00	\$ 8,600.00	0.00	\$ -
0	742	8-inch Color Concrete Crosswalk	\$ 11.33	\$ 8,406.86	680.15	\$ 7,706.10
0	128	13-inch Color Concrete Crosswalk	\$ 13.70	\$ 1,753.60	110.19	\$ 1,509.60
0	2	Table Top Ramp	\$ 1,816.50	\$ 3,633.00	2.00	\$ 3,633.00
		Total Change Order #2		\$ (3,645.58)		\$ 12,848.70
		TOTAL CONTRACT BASE BID, ALTERNATE BID #1, CO#1, & CO#2		\$ 240,316.75		\$ 236,106.93



September 29, 2016

Memorandum

To: Board of Public Works, Mayor Merkes

From: Tim J. Montour – Engineering Supervisor *tgj*

RE: Update on Unit 2016-02

Excavation of the proposed eight (8) foot wide asphalt trail on Manitowoc Road/Plank Road from Oneida Street to Deer Haven Drive began on September 27, 2016 after all of the affected utilities were relocated to the new utility poles. The gravel base course is being placed immediately following the trail excavation and will be followed by the concrete handicap ramps and the asphalt trail. It is anticipated that this contract will be completed prior to the October 29, 2016 completion date.

Please contact our office with any questions related to Unit 2016-02.

S:\PUBLICWORKS PUBLICWORKS\itimm\Memorandum Unit 2016-02 (9_29_2016).docx

Certificate of Payment

Date: September 29, 2016

Payment Request: 4 (Four)

Contractor: Northeast Asphalt, Inc.

Address: W6380 Design Drive, Greenville, WI 54952

Contract Unit No.: 2016-02

Project Description: New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement, Asphalt Pavement within Parking Area, 8' Wide Asphalt Trail and Storm Sewer

Original Contract Amount \$ 893,042.04

Change Order No.: _____ Amount: \$ _____

Previous Change Order(s): \$ _____

Total Contract Amount (Including Change Orders) \$ 893,042.04

Total Earned to Date (Summary Attached) \$ 737,412.44

Less Retainage (2.5% of Original Contract) \$ 22,326.05

Amount Due \$ 715,086.39

Previous Payments \$ 612,959.40

Amount Due this Payment \$ 102,126.99

Estimate Period from September 15, 2016 to September 29, 2016

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

Corey Gordon, Public Works: _____ Date: _____

Don Merkes, Mayor: _____ Date: _____

Common Council Approval Date: _____

Finance Department

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

Certificate of Payment

Date: September 29, 2016

Payment Request: 4 (Four)

Contractor: Northeast Asphalt, Inc.

Address: W6380 Design Drive, Greenville, WI 54952

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Original Contract Amount \$ 893,042.04

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Total Contract Amount (Including Change Orders) \$ 893,042.04

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Amount Due this Payment \$ 102,126.99

Estimate Period from September 15, 2016 to September 29, 2016

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

Corey Gordon, Public Works: _____ Date: _____

Don Merkes, Mayor: _____ Date: _____

Common Council Approval Date: _____

Finance Department

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



321 Milwaukee Street • P.O. Box 340 • Menasha, WI 54952-0340 www.menashautilities.com

MEMORANDUM

TO: Public Works Department

FROM: Melanie Krause, General Manager
Steve Grenell, Engineering Manager

DATE: September 28, 2016

SUBJECT: Recommendation for Award

At the Regular Meeting on September 28, the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the Midway Loop project to J&R Underground in the amount of \$154,756.25. This contract is for installation of the electrical plant materials as well as a 2" duct bore that can be used for future fiber installation.

Copies of supporting documents are enclosed.



September 22, 2016

sent via email: sgrenell@wppienergy.org

Steve Grenell
Menasha Utilities
321 Milwaukee St.
PO Box 340
Menasha, WI 54952

***Subject: Menasha Utilities – Midway Underground Loop Project
Construction Bid Results and Recommendation to Award***

Dear Steve:

This letter is to summarize the sealed bid process and results for construction labor regarding the Midway Underground Loop Project, along with a recommendation to award this Contract.

On September 13, 2016, invitations to bid on unit priced labor were sent to three pre-qualified electrical construction contractors. Class II advertisements were also run for this project. Subsequent to the initial invitation to bid and advertisement, Holtger Bros., Inc., Michels Corporation, and Elmstar Electric Corporation requested a copy of the bid documents, and these were provided on August 19, 2016, August 22, 2016, and August 24, 2016, respectively. Four sealed bid packages were received by 1:00pm on September 13, 2016 at the Menasha Utilities (Menasha) office at 321 Milwaukee Street, Menasha, WI. The sealed bids were opened by you and witnessed by Melanie Krause, Greg Shull, and myself. No bidders were present in person to witness the sealed bid opening.

The four contractors who submitted sealed bids were J&R Underground, Michels Corporation, RK Enterprises of Wisconsin, and Holtger Bros.

A detailed review of the four submitted bid packages resulted in the determination that the lowest estimated bid was received from J&R Underground with the second lowest received from Michels Corporation. A summary of the total estimated bid prices is outlined below:

BIDDER	BID PRICE
J&R Underground	\$154,756.25
Michels Corporation	\$190,979.21
RK Enterprises of WI	\$199,765.00
Holtger Bros.	\$324,340.00

Upon review of the bids received, we recommend that Menasha Utilities award the Midway Underground Loop Project to J&R Underground in the estimated amount of \$154,756.25. This price includes installation of the electrical plant as well as an bore that can be used for future fiber installation.

Enclosed is the bid tabulation as well as an electronic copy of pertinent bid documents received from J&R Underground. Please review these documents at your convenience. PSE will submit draft contract documents to Menasha for approval prior to final award.

If no questions arise, please respond indicating approval to award the project to J&R Underground. Upon approval from Menasha, a Notice of Intent to Award will be issued to J&R Underground. The Menasha Board and Council approval process may also begin at this time. Assuming all approvals will be granted, a Notice to Proceed will be issued to J&R Underground directing them to secure the Performance Bond and the required Insurance Certificates. Upon receipt of these documents from J&R Underground, PSE will compile the final contracts and deliver them to you for the appropriate signatures.

Please feel free to contact me via phone or email if you have any questions or would like to discuss these items further.

Sincerely,

A handwritten signature in black ink, appearing to read "M. H. Mezera", written in a cursive style.

Michael H. Mezera
Manager of Line Design

enclosures

Menasha Utilities Menasha, WI Midway UG Loop Project	CONSTRUCTION BID TAB Tuesday, September 13, 2016 1:00 PM Central
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BIDDER	Bid Units	Bid Bond	Subs	Contract	Add. 1	BID PRICE
J&R Underground	X	X		X	X	\$ 154,756.25
Michels Corporation	X	X			X	\$ 190,979.21
RK Enterprises of WI	X	X	X	X	X	\$ 199,765.00
Holtger Bros	X	X		X	X	\$ 324,340.00



MEMORANDUM

To: Common Council
From: PRD Tungate *BT*
Date: October 13, 2016
RE: Proposal to Increase the Marina Seasonal Slip Rental Rate in 2017

Background

Harbormaster Diane Schabach typically mails out the following year's rental information in the fall. For the past several years, the Park Board has preferred to recommend small increases in the annual slip rate as opposed to waiting and recommending a larger rate increase.

Analysis

Each marina is unique and offers different amenities, so comparing rates with other marinas has a somewhat limited value.

The City of Fond du lac's rate is \$33.50/ft and the marina at High Cliff State park was at \$33.00/ft, but may increase in 2017.

Fiscal Impact

It is estimated that this action would raise revenue by approximately \$650.

Recommendation

Increase the seasonal slip rate at the Marina from \$38.50/ft to \$38.75/ft for 2017.

City of Menasha Disbursements

Weekly Accounts Payable	10/5/16-10/13/16	\$ 279,903.27
	Checks # 55432-55589	

Bi-Weekly Payroll	10/13/16	\$ 175,248.03
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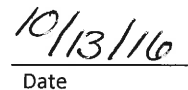
Additional Regular Cycle Accounts Payables -Paid Electronically

State Tax Withholding	9/30/16	\$ 12,647.89
Nationwide Retirement	9/30/16	\$ 10,287.00
Employee Trust Funds	9/30/16	\$ 105,833.87
Banking Fee	9/30/16	\$ 75.00
State Sales Tax	9/30/16	\$ 1,121.88
CVMIC-Worker's Compensation	10/3/16	\$ 45,353.00
TASC-Flex Spending	10/3/16	\$ 3,711.15
Federal Tax Withholding	10/5/16	\$ 69,312.09
Delta Dental	10/5/16	\$ 1,506.27
World Pay Charges-FFM	10/5/16	\$ 2.45
Delta Dental	10/12/16	\$ 547.20
Nationwide Retirement	10/13/16	\$ 1,215.00
Community First Credit Union-Payroll Deductions	10/13/16	\$ 4,443.50
		<u>\$ 256,056.30</u>
Total		<u>\$ 711,207.60</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

Administrative Services Director


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: 10/5/2016

Date: 10/6/2016

<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>
BAKER & TAYLOR INC	55432	10/5/2016	2032198528	100-0601-551.30-14	327.37	Library Materials
		10/5/2016	2032204469	100-0601-551.30-14	91.81	Library Materials
		10/5/2016	2032213576	100-0601-551.30-14	292.27	Library Materials
		10/5/2016	2032216288	100-0601-551.30-14	653.52	Library Materials
		10/5/2016	2032221271	100-0601-551.30-14	279.13	Library Materials
		10/5/2016	2032226690	100-0601-551.30-14	107.02	Library Materials
		10/5/2016	2032228307	100-0601-551.30-14	343.56	Library Materials
		10/5/2016	2032241524	100-0601-551.30-14	699.26	Library Materials
		10/5/2016	2032241881	100-0601-551.30-14	274.14	Library Materials
		10/5/2016	2032248297	100-0601-551.30-14	465.62	Library Materials
		10/5/2016	2032251172	100-0601-551.30-14	225.78	Library Materials
		10/5/2016	2032254046	100-0601-551.30-14	227.13	Library Materials
		10/5/2016	2032256145	100-0601-551.30-14	191.73	Library Materials
		10/5/2016	B22375610	100-0601-551.30-14	33.79	Library Materials
		10/5/2016	B22375611	100-0601-551.30-14	56.14	Library Materials
		10/5/2016	B22479660	100-0601-551.30-14	17.99	Library Materials
		10/5/2016	B22688760	100-0601-551.30-14	111.79	Library Materials
		10/5/2016	B22688761	100-0601-551.30-14	14.23	Library Materials
		10/5/2016	B22996590	100-0601-551.30-14	208.74	Library Materials
		10/5/2016	B22996591	100-0601-551.30-14	115.16	Library Materials
		10/5/2016	B22996592	100-0601-551.30-14	69.09	Library Materials
		10/5/2016	B22996593	100-0601-551.30-14	16.90	Library Materials
		10/5/2016	B22996594	100-0601-551.30-14	17.99	Library Materials
		10/5/2016	B22996595	100-0601-551.30-14	21.59	Library Materials
		10/5/2016	B23152430	100-0601-551.30-14	33.11	Library Materials
		10/5/2016	B23294060	100-0601-551.30-14	21.59	Library Materials
		10/5/2016	B23294061	100-0601-551.30-14	53.27	Library Materials
		10/5/2016	B23479610	100-0601-551.30-14	28.79	Library Materials
		10/5/2016	B23666790	100-0601-551.30-14	86.37	Library Materials
		10/5/2016	B23666791	100-0601-551.30-14	223.86	Library Materials
		10/5/2016	B23666792	100-0601-551.30-14	58.30	Library Materials
		10/5/2016	B23666793	100-0601-551.30-14	22.88	Library Materials
		10/5/2016	B23819530	100-0601-551.30-14	25.91	Library Materials
		10/5/2016	B23819531	100-0601-551.30-14	43.90	Library Materials

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BAKER & TAYLOR INC...	55432...	10/5/2016	B24356910	100-0601-551.30-14	120.91	Library Materials
		10/5/2016	B24356911	100-0601-551.30-14	90.78	Library Materials
		10/5/2016	B24356912	100-0601-551.30-14	16.55	Library Materials
		10/5/2016	B24356913	100-0601-551.30-14	37.42	Library Materials
		10/5/2016	B24356914	100-0601-551.30-14	21.59	Library Materials
		10/5/2016	B24356915	100-0601-551.30-14	35.99	Library Materials
		10/5/2016	B24469870	100-0601-551.30-14	35.99	Library Materials
		10/5/2016	T42132950	100-0601-551.30-14	350.06	Library Materials
		10/5/2016	T42302450	100-0601-551.30-14	60.64	Library Materials
		10/5/2016	T42655060	100-0601-551.30-14	27.34	Library Materials
Total for check: 55432					6,257.00	
BERMAN, MICHAEL	55433	10/5/2016	BERMAN REFUND	100-0601-551.30-14	50.00	Refund
	Total for check: 55433					50.00
JOE BONGERS	55434	10/5/2016	BONGERS	100-0601-551.33-01	135.41	Reimbursement
	Total for check: 55434					135.41
BOOKPAGE	55435	10/5/2016	S26859	100-0601-551.30-14	480.00	Library Materials
	Total for check: 55435					480.00
CDW GOVERNMENT INC	55436	10/5/2016	FBK6878	100-0601-551.30-10	162.17	Toner
		10/5/2016	FBR4709	100-0601-551.30-10	53.45	Ink
		10/5/2016	FHL1730	100-0601-551.30-10	355.13	Cartridge
	Total for check: 55436					570.75
CENGAGE LEARNING - GALE	55437	10/5/2016	58461132	100-0601-551.30-14	123.96	Library Materials
		10/5/2016	58509860	100-0601-551.30-14	24.00	Library Materials
		10/5/2016	58510026	100-0601-551.30-14	43.99	Library Materials
		10/5/2016	58528578	100-0601-551.30-14	151.95	Library Materials
		10/5/2016	58590213	100-0601-551.30-14	38.92	Library Materials

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CENGAGE LEARNING - GALE...	55437...	10/5/2016	58670277	100-0601-551.30-14	44.80	Library Materials
Total for check: 55437					427.62	
CENTER POINT LARGE PRINT	55438	10/5/2016	1405164	100-0601-551.30-14	180.96	Library Materials
Total for check: 55438					180.96	
COSTUME SPECIALISTS INC	55439	10/5/2016	SH5570	100-0601-551.30-11	160.00	Mouse
Total for check: 55439					160.00	
CRESCENT ELECTRIC SUPPLY COMPANY	55440	10/5/2016	S502509981.001	100-0601-551.24-03	221.69	Supplies
		10/5/2016	S502509981.002	100-0601-551.24-03	35.15	Supplies
Total for check: 55440					256.84	
FOND DU LAC PUBLIC LIBRARY	55441	10/5/2016	39044002022740	100-0601-551.30-14	36.99	Library Materials
					5.00	Library Materials
		10/5/2016	39044002175357	100-0601-551.30-14	36.99	Library Materials
					5.00	Library Materials
Total for check: 55441					83.98	
FOX STAMP SIGN & SPECIALTY	55442	10/5/2016	OE-67242	100-0601-551.30-10	12.15	Nametag
Total for check: 55442					12.15	
GANNETT WISCONSIN MEDIA	55443	10/5/2016	ON1112963	100-0601-551.30-14	264.02	Subscription
Total for check: 55443					264.02	
KITZ & PFEIL INC	55444	10/5/2016	072709-0050	100-0601-551.24-03	6.28	Supplies
Total for check: 55444					6.28	

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LEFEVRE, KELLY	55445	10/5/2016	LEFEVRE REFUND	100-0601-551.30-14	17.00	Refund
Total for check: 55445					17.00	
MIDWEST TAPE	55446	10/5/2016	0094206531	100-0601-551.30-14	24.99	Library Materials
		10/5/2016	0094213581	100-0601-551.30-14	22.49	Library Materials
		10/5/2016	0094213642	100-0601-551.30-14	134.17	Library Materials
		10/5/2016	0094213644	100-0601-551.30-14	14.99	Library Materials
		10/5/2016	0094227165	100-0601-551.30-14	194.44	Library Materials
		10/5/2016	0094227190	100-0601-551.30-14	63.69	Library Materials
		10/5/2016	0094227191	100-0601-551.30-14	11.24	Library Materials
		10/5/2016	0094248788	100-0601-551.30-14	14.99	Library Materials
		10/5/2016	0094254300	100-0601-551.30-14	125.19	Library Materials
		10/5/2016	0094254301	100-0601-551.30-14	62.95	Library Materials
		10/5/2016	0094257065	100-0601-551.30-14	(111.96)	Library Materials
		10/5/2016	0094269036	100-0601-551.30-14	49.99	Library Materials
		10/5/2016	0094270056	100-0601-551.30-14	11.24	Library Materials
		10/5/2016	0094270149	100-0601-551.30-14	86.93	Library Materials
Total for check: 55446					705.34	
KIRK MOORE-NOKES	55447	10/5/2016	MOORE-NOKES	100-0601-551.33-01	36.40	Reimbursement
				100-0601-551.33-03	7.00	Reimbursement
Total for check: 55447					43.40	
OFFICE DEPOT BUSINESS ACCOUNT	55448	10/5/2016	3490269	100-0601-551.30-10	38.77	Supplies
Total for check: 55448					38.77	
PENGUIN RANDOM HOUSE INC	55449	10/5/2016	1088119527	100-0601-551.30-14	30.00	Library Materials
		10/5/2016	1088349203	100-0601-551.30-14	60.00	Library Materials
		10/5/2016	1088377208	100-0601-551.30-14	26.25	Library Materials

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PENGUIN RANDOM HOUSE INC...	55449...	10/5/2016	1088410806	100-0601-551.30-14	41.25	Library Materials
Total for check: 55449					157.50	
PENWORTHY COMPANY	55450	10/5/2016	0519164-IN	100-0601-551.30-14	650.24	Library Materials
Total for check: 55450					650.24	
PIGGLY WIGGLY MIDWEST LLC	55451	10/5/2016	PWM-201821	100-0601-551.30-16	38.64	Supplies
Total for check: 55451					38.64	
QUALITY BOOKS INC	55452	10/5/2016	196229	100-0601-551.30-14	15.80	Library Materials
Total for check: 55452					15.80	
SERVICEMASTER BUILDING MAINTENANCE	55453	10/5/2016	21007	100-0601-551.20-01	1,496.00	Janitorial Service
Total for check: 55453					1,496.00	
PATTIE STANISLAWSKI	55454	10/5/2016	STANISLAWSKI	100-0601-551.30-16	45.00	Reimbursement
Total for check: 55454					45.00	
SYNCB/AMAZON	55458	10/5/2016	005152442150	100-0601-551.30-14	40.68	Library Materials
		10/5/2016	005152917235	100-0601-551.30-14	13.24	Library Materials
		10/5/2016	005153955250	100-0601-551.30-14	32.38	Library Materials
		10/5/2016	005155936129	100-0601-551.30-14	19.96	Library Materials
		10/5/2016	005157561257	100-0601-551.30-14	237.80	Library Materials
		10/5/2016	007742115712	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	007746951802	100-0601-551.30-14	(15.74)	Library Materials
		10/5/2016	009253439846	100-0601-551.30-14	(13.64)	Library Materials
		10/5/2016	009256149527	100-0601-551.30-14	13.64	Library Materials
		10/5/2016	012175899113	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	042826492835	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	042828917212	100-0601-551.30-14	(14.69)	Library Materials

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SYNCB/AMAZON...	55458...	10/5/2016	043212682002	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	043217589111	100-0601-551.30-14	(15.74)	Library Materials
		10/5/2016	060150948709	100-0601-551.30-14	40.47	Library Materials
		10/5/2016	060151802289	100-0601-551.30-14	44.84	Library Materials
		10/5/2016	060152979088	100-0601-551.30-14	10.29	Library Materials
		10/5/2016	060157956409	100-0601-551.30-14	(0.56)	Library Materials
		10/5/2016	062129185974	100-0601-551.30-14	(14.96)	Library Materials
		10/5/2016	077661857914	100-0601-551.30-14	26.55	Library Materials
		10/5/2016	077665643275	100-0601-551.30-14	110.26	Library Materials
		10/5/2016	077666922664	100-0601-551.30-14	211.48	Library Materials
		10/5/2016	077669378832	100-0601-551.30-14	13.58	Library Materials
		10/5/2016	087071870880	100-0601-551.30-14	20.87	Library Materials
		10/5/2016	087076156424	100-0601-551.30-14	14.96	Library Materials
		10/5/2016	096062816283	100-0601-551.30-14	(14.69)	Library Materials
		10/5/2016	096069673901	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	097529354239	100-0601-551.30-14	59.88	Library Materials
		10/5/2016	113371147382	100-0601-551.30-14	11.68	Library Materials
		10/5/2016	113837401834	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	114135513201	100-0601-551.30-14	39.92	Library Materials
		10/5/2016	124445590230	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	130126138644	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	153511415228	100-0601-551.30-14	10.49	Library Materials
		10/5/2016	165408297902	100-0601-551.30-14	13.64	Library Materials
		10/5/2016	166814805479	100-0601-551.30-14	(15.74)	Library Materials
		10/5/2016	166817295610	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	200723072971	100-0601-551.30-14	117.95	Library Materials
				100-0601-551.30-18	12.99	Library Materials
		10/5/2016	200723270780	100-0601-551.30-14	25.37	Library Materials
		10/5/2016	200727573390	100-0601-551.30-14	97.33	Library Materials
		10/5/2016	200729564232	100-0601-551.30-14	10.99	Library Materials
		10/5/2016	203973751605	100-0601-551.30-14	13.64	Library Materials
		10/5/2016	209641661263	100-0601-551.30-14	10.49	Library Materials
		10/5/2016	209645599038	100-0601-551.30-14	(10.49)	Library Materials
		10/5/2016	229851065887	100-0601-551.30-14	28.78	Library Materials

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SYNCB/AMAZON...	55458...	10/5/2016	240188141033	100-0601-551.30-14	11.68	Library Materials
		10/5/2016	240189093317	100-0601-551.30-14	(11.68)	Library Materials
		10/5/2016	249170430309	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	272312078733	100-0601-551.30-14	15.74	Library Materials
		10/5/2016	283652046159	100-0601-551.30-14	14.69	Library Materials
		10/5/2016	283656594944	100-0601-551.30-14	(14.69)	Library Materials
		10/5/2016	292473539255	100-0601-551.30-14	(13.64)	Library Materials
		10/5/2016	292474383884	100-0601-551.30-14	13.64	Library Materials
Total for check: 55458					1,355.79	
THIRD STREET MARKET	55459	10/5/2016	03148965	100-0601-551.30-16	5.61	Supplies
		10/5/2016	03150507	100-0601-551.30-16	34.43	Supplies
		10/5/2016	05105176	100-0601-551.30-16	11.88	Supplies
Total for check: 55459					51.92	
UNIQUE MANAGEMENT SERVICES INC	55460	10/5/2016	433392	100-0000-441.19-00	187.95	Placements
Total for check: 55460					187.95	
US BANK EQUIPMENT FINANCE	55461	10/5/2016	313386849	100-0601-551.24-04	122.88	Contract
Total for check: 55461					122.88	
US POSTAL SERVICE	55462	10/5/2016	NEOPOST	100-0601-551.30-11	500.00	Postage
Total for check: 55462					500.00	
WINNEFOX AUTOMATED LIBRARY SYSTEM	55463	10/5/2016	3061	100-0601-551.30-11	126.33	Management
Total for check: 55463					126.33	

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WINNEFOX LIBRARY SYSTEM	55464	10/5/2016	6176	100-0601-551.32-01	280.00	Movie Licensing
Total for check: 55464					<u>280.00</u>	
					<u>14,717.57</u>	

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AAA PORTABLES	55465	10/6/2016	D-46130	100-0703-553.20-09	96.05	Municipal Beach
Total for check: 55465					96.05	
ACCURATE	55466	10/6/2016	1612171	731-1022-541.30-18	101.21	Sealant/Drill/Tape/Bolt
		10/6/2016	1612517	731-1022-541.30-18	123.12	Pin/Bushing
Total for check: 55466					224.33	
CITY OF APPLETON	55467	10/6/2016	232933	100-0302-542.25-01	14,225.00	Valley Transit October 2016
Total for check: 55467					14,225.00	
ASSOCIATED APPRAISAL CONSULTANTS	55468	10/6/2016	122367	100-0402-513.21-09	5,000.00	Professional Services
					59.76	Internet Postings
				100-0402-513.30-11	18.60	Postage
Total for check: 55468					5,078.36	
BAHCALL RUBBER CO INC	55469	10/6/2016	753262-002	731-1022-541.38-03	86.30	Hose
		10/6/2016	753262-003	731-1022-541.38-03	16.81	Hose
Total for check: 55469					103.11	
BAYCOM INC	55470	10/6/2016	EQUIPINV_004422	100-0801-521.29-04	392.95	Antenna/Mount Kit
		10/6/2016	EQUIPINV_004455	100-0801-521.29-04	185.00	Arbitrator Battery
Total for check: 55470					577.95	
BOUWER PRINTING INC	55471	10/6/2016	108752	100-0801-521.29-01	297.00	Forms
Total for check: 55471					297.00	
CAREW CONCRETE & SUPPLY CO INC	55472	10/6/2016	1048077	601-1020-543.30-18	405.00	Concrete
Total for check: 55472					405.00	

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CARRICO AQUATIC RESOURCES INC	55473	10/6/2016	20163433	100-0704-552.30-18	169.68	Filter Bags for Pool Vac Test Tabs
Total for check: 55473					169.68	
JP COOKE COMPANY	55474	10/6/2016	412311	100-0401-513.29-01	60.29	Cat License Tags
Total for check: 55474					60.29	
DLT SOLUTIONS LLC	55475	10/6/2016	7055414805	743-0403-513.24-04	4,408.23	AutoCAD Maint Plan/Suppor
Total for check: 55475					4,408.23	
DUVAL, COLLEEN	55476	10/6/2016	DUVAL REFUND	100-0000-441.24-00	40.00	Class Refund
Total for check: 55476					40.00	
FACTORY MOTOR PARTS CO	55477	10/6/2016	18-1519907	731-1022-541.30-18	95.52	Cleaner
		10/6/2016	18-1520078	731-1022-541.38-03	(17.12)	CREDIT
		10/6/2016	18-Z08303	731-1022-541.38-03	111.91	Battery
		10/6/2016	18-Z08426	731-1022-541.38-03	223.82	Battery
Total for check: 55477					414.13	
FAHRNER ASPHALT SEALERS LLC	55478	10/6/2016	2016 CHIP SEAL	100-1003-541.20-10	33,558.00	2016 Chip Seal
Total for check: 55478					33,558.00	
FERGUSON WATERWORKS #1476	55479	10/6/2016	0205434	100-1002-541.30-15	26.82	Manhole Cover Hook
		10/6/2016	0205885	601-1020-543.30-15	159.00	Tools
		10/6/2016	0206143	601-1020-543.30-18	61.04	Cap
Total for check: 55479					246.86	
JAMES M FICO PHD	55480	10/6/2016	EMPL TESTING	100-0801-521.21-05	325.00	Employee Evaluation/Test
Total for check: 55480					325.00	

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FISH WINDOW CLEANING	55481	10/6/2016	2680-51613	100-1001-514.20-01	50.00	Clean Windows
Total for check: 55481					50.00	
FORCE AMERICA DISTRIBUTING LLC	55482	10/6/2016	IN001-1065342	731-1022-541.38-03	749.28	Splitter/Sensor/Harness
Total for check: 55482					749.28	
JOSH GALLAGHER	55483	10/6/2016	GALLAGHER	100-0801-521.30-15	25.00	September Reimbursement
				100-0801-521.34-03	48.00	September Reimbursement
Total for check: 55483					73.00	
GERBER LEISURE PRODUCTS INC	55484	10/6/2016	3092.2	209-0703-553.21-06	5,100.00	Equip Installation
Total for check: 55484					5,100.00	
GUSTMAN CHEVROLET SALES INC	55485	10/6/2016	40945	731-1022-541.38-03	178.80	Wheel
Total for check: 55485					178.80	
JIM HEINZ	55486	10/6/2016	129073	210-0000-467.00-00	44.73	FFM Reimbursement
		10/6/2016	129075	210-0000-467.00-00	15.00	FFM Reimbursement
Total for check: 55486					59.73	
HOME DEPOT CREDIT SERVICES	55487	10/6/2016	1092893	100-0601-551.24-03	39.88	Lib Front Doors
		10/6/2016	3083166	100-0501-522.24-03	139.00	Garbage Dispsr
		10/6/2016	3083167	100-1001-514.30-15	362.63	Tools
		10/6/2016	3562902	100-0920-531.24-03	27.97	Repair Kit
		10/6/2016	5030133	731-1022-541.24-03	83.60	Maint Shop
		10/6/2016	6083542	100-0703-553.30-18	20.91	Blades
		10/6/2016	7561958	100-1001-514.30-15	7.76	Tools
		10/6/2016	9030704	100-0703-553.24-03	101.32	Supplies
Total for check: 55487					783.07	

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CANDI HUBER	55488	10/6/2016	HUBER	100-0202-512.33-01	3.07	September Mileage
Total for check: 55488					3.07	
JOHN'S SAW SERVICE	55489	10/6/2016	10775	731-1022-541.38-03	57.58	Air Filter/Belt
Total for check: 55489					57.58	
JP GRAPHICS INC	55490	10/6/2016	1039816011	100-0204-512.30-18	450.00	Election Envelopes
Total for check: 55490					450.00	
JX ENTERPRISES INC	55491	10/6/2016	G-262220012	731-1022-541.38-03	242.78	Door Stop Strap & Tailite
		10/6/2016	G-262250023	731-1022-541.38-03	265.51	Generator
		10/6/2016	G-262280014	731-1022-541.38-03	158.10	Sensor-Fuel
Total for check: 55491					666.39	
KRUEGER TRUE VALUE	55492	10/6/2016	063288	826-0702-552.20-05	121.00	Equipment Rental
Total for check: 55492					121.00	
LEE RECREATION LLC	55493	10/6/2016	10886-16	100-0703-553.24-02	300.00	Connector - Swing Clevis
Total for check: 55493					300.00	
LEVENHAGEN CORPORATION	55494	10/6/2016	91843	207-0707-552.38-01	2,375.51	Fuel
		10/6/2016	91858	207-0707-552.38-01	2,399.24	Fuel
Total for check: 55494					4,774.75	
MARCO INC	55495	10/6/2016	51612674	743-0403-513.29-01	140.40	1st Floor Copier Agrmt
Total for check: 55495					140.40	

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DOUGLAS MCDONOUGH	55496	10/6/2016	16-011	100-0811-521.29-04	1,000.00	Light Bar
Total for check: 55496					1,000.00	
MENARDS-APPLETON EAST	55497	10/6/2016	2003	100-0704-552.24-03	261.74	Caulk & Tape
Total for check: 55497					261.74	
MENASHA NEENAH MUNICIPAL COURT	55498	10/6/2016	MNMC	100-0000-201.03-00	174.00	Bond/MPD 16-165
					300.00	Bond/MPD 16-230
Total for check: 55498					474.00	
MENASHA TREASURER	55499	10/6/2016	HEALTH	100-0000-123.00-00	9.44	Replenish Petty Cash
					9.40	Replenish Petty Cash
					20.00	Replenish Petty Cash
					51.03	Replenish Petty Cash
Total for check: 55499					89.87	
MENASHA UTILITIES	55500	10/6/2016	MENASHA UTILITY	100-0000-123.00-00	5.21	Racine & Ninth St
					9.90	Storm
					286.18	Electric
					271.24	Water
					184.81	Storm
					234.76	Electric
					56.42	Water
					169.55	Electric
					15.64	Racine & Ninth St
					24.31	Electric
					54.41	Electric
Total for check: 55500					1,312.43	

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MORTON SAFETY	55501	10/6/2016	170979-00	731-1022-541.30-18	42.50	Ear Plugs	
Total for check: 55501					42.50		
N&M AUTO SUPPLY	55502	10/6/2016	576939	731-1022-541.38-03	8.12	Circuit Breaker	
		10/6/2016	577426	731-1022-541.30-18	31.96	Motor Treatment	
		10/6/2016	578763	731-1022-541.38-03	5.05	Radiator Cap	
Total for check: 55502					45.13		
NEENAH-MENASHA SEWERAGE COMMISSION	55503	10/6/2016	2016-151	601-1021-543.25-01	43,593.01	October 2016	Wastewater
		10/6/2016	2016-157	601-1021-543.25-01	19,320.00	October 2016	Interest & Debt
Total for check: 55503					62,913.01		
OSHKOSH FIRE & POLICE EQUIPMENT INC	55504	10/6/2016	166616	100-0801-521.29-04	238.40	Red Corner Light	
Total for check: 55504					238.40		
POMP'S TIRE SERVICE INC	55505	10/6/2016	320046737	731-1022-541.38-02	130.00	Mast	
		10/6/2016	320046794	731-1022-541.38-02	9.25	Wheelbarrow	
		10/6/2016	320046872	731-1022-541.38-02	1,106.50	Valve/Retread	
Total for check: 55505					1,245.75		
TAMMY REEVES	55506	10/6/2016	129072	210-0000-467.00-00	19.82	FFM Reimbursement	
Total for check: 55506					19.82		
RIESTERER & SCHNELL INC	55507	10/6/2016	1070921	731-1022-541.38-03	89.85	Supplies	
		10/6/2016	1070922	731-1022-541.38-03	593.22	Supplies	
		10/6/2016	1071109	731-1022-541.38-03	19.62	Supplies	
		10/6/2016	1072474	731-1022-541.38-03	314.51	Spindle	
Total for check: 55507					1,017.20		

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SCHILLER, ELAINE	55508	10/6/2016	ELAINE SCHILLER	100-0000-201.10-00	100.00	Deposit Exc Permit 12210 1121 Fieldcrest
Total for check: 55508					100.00	
SERVICE MOTOR COMPANY	55509	10/6/2016	IV71768	731-1022-541.38-03	494.57	Nozzle
Total for check: 55509					494.57	
SICARD	55510	10/6/2016	6370	731-1022-541.38-03	127.83	Block/Relay
Total for check: 55510					127.83	
SMT MANUFACTURING & SUPPLY	55511	10/6/2016	0041711-IN	731-1022-541.38-03	14.16	Bearing
Total for check: 55511					14.16	
SPEEDY CLEAN DRAIN & SEWER INC	55512	10/6/2016	60558	601-1020-543.21-02	85.00	Complete Payment
Total for check: 55512					85.00	
SPORTS GRAPHICS	55513	10/6/2016	0916-050	100-0702-552.30-18	200.00	T-shirts
Total for check: 55513					200.00	
TREEO'S TREE SERVICE INC	55514	10/6/2016	7764	625-0706-561.20-06	750.00	Stump Grindings
Total for check: 55514					750.00	
UNIFIRST CORPORATION	55515	10/6/2016	097 0219892	731-1022-541.20-01	203.49	Shirts/Coveralls/Mats
Total for check: 55515					203.49	
UNITED PAPER CORPORATION	55516	10/6/2016	107357	100-0000-132.00-00	347.20	Towels
Total for check: 55516					347.20	

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LUE VUE	55517	10/6/2016	129074	210-0000-467.00-00	34.82	FFM Reimbursement
Total for check: 55517					34.82	
WE ENERGIES	55518	10/6/2016	WE ENERGIES	100-0703-553.22-04	10.56	2170 Plank Road
Total for check: 55518					10.56	
WINNEBAGO COUNTY CLERK OF COURTS	55519	10/6/2016	WCC	100-0201-512.30-18	164.50	Court Filing Fee
Total for check: 55519					164.50	
WINNEBAGO COUNTY CLERK OF COURTS	55520	10/6/2016	WCC	100-0000-201.03-00	350.00	Bond/MPD 16-3103
		10/6/2016	WCCC	100-0000-201.03-00	850.00	Bond/MPD 16-3078
Total for check: 55520					1,200.00	
WINNEBAGO COUNTY TREASURER	55521	10/6/2016	10210	100-0805-521.25-01	308.76	Stay
Total for check: 55521					308.76	
ZANDER PRESS INC	55522	10/6/2016	75888	100-0401-513.29-01	257.03	Envelopes
Total for check: 55522					257.03	
ZARNOTH BRUSH WORKS INC	55523	10/6/2016	0161658-IN	625-1005-541.30-15	986.00	Brooms
Total for check: 55523					986.00	
					147,679.83	

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ACCURATE	55524	10/13/2016	1612661	731-1022-541.30-18	8.50	Supplies
		10/13/2016	1612664	731-1022-541.30-18	34.00	Supplies
		10/13/2016	1612740	731-1022-541.30-15	150.05	Wrench
Total for check: 55524					192.55	
ARING EQUIPMENT COMPANY INC	55525	10/13/2016	723043	731-1022-541.38-03	48.82	Level Guard
	Total for check: 55525				48.82	
BADGER MAILING & SHIPPING SYSTEMS	55526	10/13/2016	89065	100-1001-514.30-10	166.10	Postage Machine Ink
	Total for check: 55526				166.10	
BAHCALL RUBBER CO INC	55527	10/13/2016	758040-001	731-1022-541.38-03	20.20	Parts
	Total for check: 55527				20.20	
BLUE DESIGN GROUP LLC	55528	10/13/2016	16-009BB	470-1001-514.82-01	5,519.00	Harbor Place Remodel
	Total for check: 55528				5,519.00	
BOUWER PRINTING INC	55529	10/13/2016	108879	100-0801-521.29-01	55.91	Printing Services
	Total for check: 55529				55.91	
CEC	55530	10/13/2016	BILL213841	100-1001-514.20-04	200.00	City Hall Fire Alarm Insp
		10/13/2016	BILL213842	100-0501-522.24-03	255.00	Fire - Fire Alarm Insp
				100-0801-521.24-03	255.00	PD Fire Alarm Insp
Total for check: 55530					710.00	
CLEAR WATER CAR WASH	55531	10/13/2016	1290	100-0801-521.29-04	199.93	September Detail/Washes
	Total for check: 55531				199.93	

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COENEN'S AUTO TECH INC	55532	10/13/2016	89851	100-0801-521.29-04	2,350.00	Install Police Equipment
Total for check: 55532					2,350.00	
DOMINION VOTING SYSTEMS INC	55533	10/13/2016	DVS117531	100-0204-512.24-04	34.46	Maintenance
Total for check: 55533					34.46	
EARTHLINK BUSINESS	55534	10/13/2016	EARTHLINK	100-0000-123.00-00	16.88	Landline Phones-Bldg Insp
					347.69	Landline Phones-Utilities
				100-0101-511.22-01	11.66	Landline Phones-Mayor
				100-0201-512.22-01	7.40	Landline Phones-Atty
				100-0202-512.22-01	18.69	Landline Phones-Personnel
				100-0203-512.22-01	15.37	Landline Phones-Clerk
				100-0304-562.22-01	27.66	Landline Phones-Com Dev
				100-0401-513.22-01	37.32	Landline Phones-Finance
				100-0402-513.22-01	7.60	Landline Phones-Assessor
				100-0502-522.22-01	46.33	Landline Phones-EOC
				100-0601-551.22-01	196.69	Landline Phones-Library
				100-0702-552.22-01	31.28	Landline Phones-Rec
				100-0703-553.22-01	52.56	Landline Phones-Parks
				100-0704-552.22-01	16.33	Landline Phones-Pool
				100-0801-521.22-01	290.02	Landline Phones-Police
				100-0903-531.22-01	56.75	Landline Phones-Health
				100-0920-531.22-01	15.26	Landline Phones-Senior
				100-1001-514.22-01	83.78	Landline Phones-City Hall
				100-1002-541.22-01	48.74	Landline Phones-Engineer
				100-1008-541.22-01	4.41	Landline Phones-Sign
				207-0000-123.00-00	31.07	Landline Phones-Marina
				731-1022-541.22-01	30.03	Landline Phones-Garage
				743-0403-513.22-01	17.75	Landline Phones-I.T.
Total for check: 55534					1,411.27	

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FACTORY MOTOR PARTS CO	55535	10/13/2016	18-Z08501	731-1022-541.38-03	172.60	Supplies
			Total for check: 55535		172.60	
FERRELLGAS	55536	10/13/2016	1093291501	266-1027-543.30-18	80.64	Supplies
			Total for check: 55536		80.64	
FOX VALLEY TECHNICAL COLLEGE	55537	10/13/2016	0350754/FY16-17	100-0801-521.34-02	2,245.00	Training
			Total for check: 55537		2,245.00	
FOX VALLEY TRUCK	55538	10/13/2016	519638	731-1022-541.38-03	648.68	Mirror & Cylinder
			Total for check: 55538		648.68	
GRIESBACH READY-MIX LLC	55539	10/13/2016	3575	470-1009-541.82-02	4,526.50	Concrete
			Total for check: 55539		4,526.50	
GUNDERSON CLEANERS	55540	10/13/2016	413830	100-0801-521.30-13	34.66	Mat/Towel
			Total for check: 55540		34.66	
EDMUND J JELINSKI	55541	10/13/2016	211	100-0201-512.21-01	375.00	Professional Services
			Total for check: 55541		375.00	
JOHN'S SAW SERVICE	55542	10/13/2016	10783	731-1022-541.38-03	43.47	Pulley/Spring/Bulb
			Total for check: 55542		43.47	
JX ENTERPRISES INC	55543	10/13/2016	G-262350027	731-1022-541.38-03	21.04	Fuse Holder
			Total for check: 55543		21.04	
KITZ & PFEIL INC	55545	10/13/2016	082309-0072	100-0703-553.24-03	26.32	Screws/Hose Kit/Check Val

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KITZ & PFEIL INC...	55545...	10/13/2016	082314-0055	100-0801-521.29-04	5.96	Keys
		10/13/2016	082514-0085	731-1022-541.38-03	26.78	Head Ratchet/Extension Tools
		10/13/2016	082609-0009	100-0703-553.30-18	9.89	Jet Nozzle
		10/13/2016	082809-0060	100-0801-521.24-04	3.02	Misc Hardware
		10/13/2016	083003-0005	100-0703-553.30-18	3.90	Edger Blades
		10/13/2016	083009-0010	100-0703-553.24-03	85.57	BRS Union/Plumb-Heat SuppMisc. Parts
		10/13/2016	083014-0058	100-1003-541.30-18	4.03	Misc Hardware
		10/13/2016	083109-0002	100-0703-553.24-03	74.23	Cylinder/Solder/Supplies
		10/13/2016	083109-0105	731-1022-541.30-18	11.23	Cleaner/Tool Box
		10/13/2016	090109-0034	100-0703-553.30-18	(3.90)	CREDIT
		10/13/2016	090109-0035	100-0703-553.30-18	6.44	Hole Strap
		10/13/2016	090114-0001	100-1003-541.30-18	24.29	Torch Kit
		10/13/2016	090114-0065	100-0501-522.24-03	15.53	Fitting/Locknuts/Supplies
		10/13/2016	090209-0034	100-1003-541.30-18	7.22	Misc Hardware
		10/13/2016	090214-0149	100-0801-521.24-02	7.19	Gloves
		10/13/2016	090609-0021	100-0501-522.24-03	25.92	Drain Tube/Bend/Supplies
		10/13/2016	090703-0002	731-1022-541.38-03	7.50	Gear-Pinions
		10/13/2016	090814-0004	731-1022-541.38-03	8.99	Carr Bolt
		10/13/2016	090814-0026	207-0707-552.30-18	30.47	Misc Hardware/Screws
		10/13/2016	090914-0002	731-1022-541.30-18	5.96	Keys
		10/13/2016	090914-0005	100-0801-521.24-03	14.95	Outlets & Covers
				731-1022-541.24-03	15.05	Jack Terminator/Supplies
		10/13/2016	090914-0011	100-0703-553.30-18	48.55	Caulk
		10/13/2016	091409-0028	100-0801-521.24-03	24.30	Surge Tap/Bits/Anchors Mirror Holders
		10/13/2016	091609-0040	731-1022-541.30-18	8.54	Ratch Tie Down
		10/13/2016	091614-0012	100-1008-541.30-18	9.88	HD Staples
		10/13/2016	092009-0061	100-1008-541.30-18	9.88	Goo Gone
	Total for check: 55545				517.69	
LORETTA KJEMHUS	55546	10/13/2016	KJEMHUS	100-0903-531.33-01	10.56	August/September Mileage
	Total for check: 55546				10.56	

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L&S TRUCK CENTER	55547	10/13/2016	265580	731-1022-541.29-04	540.41	Maintenance
Total for check: 55547					540.41	
LANDLORD SERVICES LLC	55548	10/13/2016	23907	100-0801-521.21-06	54.00	Credit Reports
Total for check: 55548					54.00	
LINCOLN CONTRACTORS SUPPLY INC	55549	10/13/2016	R84205	601-1020-543.24-05	1,278.00	Supplies
		10/13/2016	R84206	601-1020-543.24-05	4,320.00	Supplies
Total for check: 55549					5,598.00	
MCMAHON	55550	10/13/2016	0903636	625-1010-541.21-06	116.25	Engineering Services
Total for check: 55550					116.25	
MCNEILUS TRUCK & MFG COMPANY	55551	10/13/2016	3379609	731-1022-541.38-03	44.01	Boot-Curotto
Total for check: 55551					44.01	
MENARDS-APPLETON EAST	55552	10/13/2016	2079	100-0703-553.30-18	19.98	Provantage Adhesive
		10/13/2016	2125	100-0704-552.24-03	405.23	Cover Strip, Rubber Caulk
Total for check: 55552					425.21	
MENASHA NEENAH MUNICIPAL COURT	55553	10/13/2016	MNMC	100-0000-201.03-00	148.80	Bond/MPD 15-0007
					174.00	Bond/MPD 15-0006
Total for check: 55553					322.80	
ELISHA D SMITH PUBLIC LIBRARY	55554	10/13/2016	LIBRARY	100-0601-551.30-16	48.27	Petty Cash Reimburse
				100-0601-551.30-18	20.99	Petty Cash Reimburse
Total for check: 55554					69.26	
MENASHA UTILITIES	55555	10/13/2016	4449	601-0401-513.25-02	18,681.37	Sewer Charge

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MENASHA UTILITIES...	55555...	10/13/2016...	4449...	625-0401-513.25-01	1,771.57	Storm Water Charges	
		10/13/2016	AUG ST LITES	100-1012-541.22-03	12,588.49	August Street Lighting	
		10/13/2016	SEPT ST LITES	100-1012-541.22-03	13,279.14	September Street Lighting	
		Total for check: 55555			46,320.57		
TOWN OF MENASHA UTILITY DISTRICT	55556	10/13/2016	1970	100-0703-553.22-05	9.60	Standby Water	1521 Brighton Beach Road
		10/13/2016	1971	100-0305-562.22-05	9.60	Standby Water	
		Total for check: 55556			19.20		
MICHELS MATERIALS	55557	10/13/2016	323857	601-1020-543.30-18	183.82	Stone	
				625-1010-541.30-18	183.82	Stone	
				Total for check: 55557			367.64
MILLER & ASSOCIATES	55558	10/13/2016	217062	826-0703-553.30-18	1,561.00	Bench	
						Total for check: 55558	
N&M AUTO SUPPLY	55559	10/13/2016	578803	731-1022-541.38-03	121.83	Reman CV Drive Axle	
		10/13/2016	579065	731-1022-541.38-03	13.10	Add A Circuit Fuseholder	
		10/13/2016	579101	731-1022-541.38-03	(121.83)	CREDIT	
		10/13/2016	579124	731-1022-541.38-03	44.53	Air Filter/Spark Plugs	
		10/13/2016	579209	731-1022-541.38-03	19.83	Ujoint	
		10/13/2016	579300	731-1022-541.38-03	151.28	Brake Pads & Rotor	
		10/13/2016	579407	731-1022-541.38-03	62.52	Solenoid/RV Plug/Parts	
		10/13/2016	579478	731-1022-541.38-03	33.92	Brake Fluid & Spark Plugs	
		Total for check: 55559			325.18		
NEENAH-MENASHA SEWERAGE COMMISSION	55560	10/13/2016	2016-149	601-1021-543.21-01	5,425.00	Legal Reimbursement	
						Total for check: 55560	
NETWORK HEALTH SYSTEM INC	55561	10/13/2016	350060	100-0202-512.21-05	268.00	Pre-Employ Physicals and Drug Screens	

AP Check Register

Check Date: 10/13/2016

Date: 10/13/2016

<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>
NETWORK HEALTH SYSTEM INC...	55561...	10/13/2016...	350060...	100-0601-551.21-06	226.00	Pre-Employ Physicals and Drug Screens
Total for check: 55561					494.00	
NORTHEAST ASPHALT INC	55562	10/13/2016	1449778	625-1010-541.30-18	484.63	Commercial Grade
		10/13/2016	1449779	625-1010-541.30-18	172.09	Supplies
Total for check: 55562					656.72	
RAY O'HERRON CO INC	55563	10/13/2016	1621895-IN	100-0801-521.30-15	1,164.53	Police Equipment
		10/13/2016	1652911-IN	100-0801-521.19-03	206.20	Light/Holster
Total for check: 55563					1,370.73	
OFFICE DEPOT	55564	10/13/2016	7133553	100-0903-531.30-10	11.32	Supplies
				100-0916-531.30-18	31.23	Supplies
				100-0918-531.30-10	11.57	Supplies
Total for check: 55564					54.12	
PRO-X SYSTEMS LAWCARE	55565	10/13/2016	131361	100-0703-553.20-06	550.00	Lawn care
Total for check: 55565					550.00	
RIESTERER & SCHNELL INC	55566	10/13/2016	1073868	731-1022-541.38-03	150.95	Ring/Harness/Gauge
		10/13/2016	1074253	731-1022-541.38-03	7.65	Gasket/Seal
Total for check: 55566					158.60	
DIANE SCHABACH	55567	10/13/2016	4TH CONT PAY	207-0707-552.21-06	11,875.00	4th Schedule Contract Pay
Total for check: 55567					11,875.00	
SANDEE SCOVRONSKI	55568	10/13/2016	REIMBURSEMENT	100-0702-552.30-18	46.11	Program Supplies Reimburs
Total for check: 55568					46.11	

AP Check Register
Check Date: 10/13/2016

Date: 10/13/2016

<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>
SECURIAN FINANCIAL GROUP INC	55569	10/13/2016	014502	100-0000-204.07-00	2,894.67	November Life Insurance
Total for check: 55569					2,894.67	
SERVICEMASTER BUILDING MAINTENANCE	55570	10/13/2016	21269	100-1001-514.20-01	1,150.00	City Hall Janitorial
		10/13/2016	21270	731-1022-541.20-01	530.00	PWF Janitorial
		10/13/2016	21291	100-0801-521.20-01	55.00	PD Garage - Janitorial
		10/13/2016	21292	100-0903-531.20-01	515.00	Health Dept Janitorial
		10/13/2016	21297	100-0801-521.20-01	1,562.00	PD - Janitorial
Total for check: 55570					3,812.00	
STAPLES BUSINESS ADVANTAGE	55571	10/13/2016	3315275587	100-0703-553.30-10	14.65	Supplies
				731-1022-541.30-10	43.94	Supplies
Total for check: 55571					58.59	
PEGGY STEENO	55572	10/13/2016	STEENO	100-0401-513.33-01	17.26	August/September Mileage
Total for check: 55572					17.26	
TKK ELECTRONICS LLC	55573	10/13/2016	13662	100-0801-521.30-12	10,779.00	Three Toughbooks
Total for check: 55573					10,779.00	
TRUCK EQUIPMENT INC	55574	10/13/2016	708806-00	731-1022-541.38-03	224.00	Supplies
Total for check: 55574					224.00	
UNIFIRST CORPORATION	55575	10/13/2016	097 0220355	731-1022-541.20-01	135.92	Shirts/Coveralls/Pants
Total for check: 55575					135.92	
UNITED PAPER CORPORATION	55576	10/13/2016	108017	100-0801-521.30-18	270.03	Emergency Blankets
Total for check: 55576					270.03	

AP Check Register
Check Date: 10/13/2016

Date: 10/13/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
UNITED WAY FOX CITIES	55577	10/13/2016	20161013	100-0000-202.09-00	31.00	PAYROLL SUMMARY
			Total for check: 55577		31.00	
US CELLULAR	55578	10/13/2016	0155372552	100-0201-512.22-01	32.23	Attorney
				100-0702-552.22-01	45.94	Tungate
				100-0703-553.22-01	69.05	Parks
				100-0801-521.22-01	123.12	PD
				100-0904-531.22-01	69.70	Drew
				100-1002-541.22-01	14.30	Eng
				100-1008-541.22-01	8.60	Sign Shop
				100-1019-552.22-01	6.45	Racine Street Bridge
					0.50	Tayco Street Bridge
				601-1020-543.22-01	0.50	Confined Space
					0.50	Sewer Truck
				731-1022-541.22-01	36.29	PWF
		Total for check: 55578		407.18		
VALLEY GRINDING & MANUFACTURING INC	55579	10/13/2016	226288	731-1022-541.38-03	258.40	Knives
		Total for check: 55579		258.40		
VIEVU	55580	10/13/2016	19393	100-0801-521.30-18	200.00	Video Cameras
		Total for check: 55580		200.00		
WAVERLY SANITARY DISTRICT	55581	10/13/2016	WSD	100-0703-553.22-05	61.36	Sewer Charge
		Total for check: 55581		61.36		
WE ENERGIES	55582	10/13/2016	WE ENERGIES	100-0703-553.22-03	37.72	Conservancy
				731-1022-541.22-04	9.90	455 Baldwin
		Total for check: 55582		47.62		

AP Check Register
Check Date: 10/13/2016

Date: 10/13/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WI SCTF	55583	10/13/2016	20161013	100-0000-202.03-00	65.00	PAYROLL SUMMARY
Total for check: 55583					65.00	
WINNEBAGO COUNTY CLERK OF COURTS	55584	10/13/2016	WCC	100-0000-201.03-00	350.00	Bond/MPD 16-3192
Total for check: 55584					350.00	
WISCONSIN DEPT OF NATURAL RESOURCES	55585	10/13/2016	ASB015802	470-0304-562.82-01	700.00	Asbestos Abatement Notify
Total for check: 55585					700.00	
WISCONSIN DEPT OF SAFETY & PROF SVC	55586	10/13/2016	417254	100-0501-522.24-03	40.00	Permits
				100-0801-521.24-03	60.00	Permits
Total for check: 55586					100.00	
WISCONSIN PARK & RECREATION ASSN	55587	10/13/2016	OFFICE SUPPORT	100-0702-552.34-02	30.00	Office Support Workshop October 14
Total for check: 55587					30.00	
WISCONSIN SUPPORT COLLECTIONS	55588	10/13/2016	20161013	100-0000-202.03-00	736.43	PAYROLL SUMMARY
Total for check: 55588					736.43	
ZANDER PRESS INC	55589	10/13/2016	75889	266-1027-543.29-01	549.52	Doty Island Mailers
Total for check: 55589					549.52	
					117,505.87	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: October 12, 2016

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:

James Wakefield
Hillary Roh
Brenda Klein
Katie Frewerd

cc: chief via email

FOX VALLEY MUTUAL AID AGREEMENT

CITIES OF APPLETON, KAUKAUNA, MENASHA AND NEENAH TOWN OF GRAND CHUTE VILLAGES OF COMBINED LOCKS, FOX CROSSING, KIMBERLY AND LITTLE CHUTE

The purpose of this agreement is to provide for law enforcement assistance in the participating municipalities when deemed necessary under the circumstances described herein. It is understood that departments have entered into this agreement in order to secure for themselves and the citizens of their respective jurisdictions the advantages of mutual aid under the terms of this agreement. Reliance on mutual aid under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The agreement is entered into by and between the Cities of Appleton, Menasha, Neenah and Kaukauna, the Town of Grand Chute and the Villages of Kimberly, Fox Crossing, Combined Locks and Little Chute, Wisconsin, and shall be mutually binding upon all of the parties. Said agreement is entered into pursuant to the authority granted under Wisconsin State Statutes § 66.0301, providing for intergovernmental cooperation. This agreement becomes effective on the date that an executed copy is filed in the Clerk's office of each respective party.

Operation: Each municipality hereby authorizes its Chief of Police, or designee, to request and afford mutual aid when deemed necessary and in conformance with the terms and conditions contained in this agreement. The designee(s) of the Chiefs of Police shall include any supervisory police officer on duty at the time of the request.

The justification for mutual aid assistance may include, but is not limited to, major crimes or incidents where normally assigned resources are inadequate or during periods when unforeseen demands for service cannot be met by the requesting agency.

In addition, each municipality hereby authorizes any law enforcement officers on duty to provide mutual aid without the approval of the Chief of Police or designee under the following circumstances:

- An emergency call in which an officer is down or in danger.
- A serious crime which is in progress, a medical emergency or a situation representing a serious threat to life or property.
- A situation in which an officer requires a backup officer and the assisting officer is closer than an officer of the originating jurisdiction.

Officers who respond under the three aforementioned circumstances shall confer with the primary agency's officer(s), either en route or on arrival, to determine if the primary agency needs the assistance of the responding agency. The responding agency's officer(s) shall assist as necessary until the primary agency determines their assistance is no longer required or they are directed to return to their jurisdiction by a supervisory member of their department.

The responding officer shall inform his or her Chief of Police or designee that he/she is responding outside the agency's jurisdiction. Each Chief of Police or a designee shall have the authority to override any request or response for mutual aid.

Requests for assistance shall be afforded a high priority, but nothing in this agreement shall be construed to require participating agencies to provide aid in a manner which will materially impair the delivery of law enforcement services in their respective municipalities.

For purposes of this agreement, the responding police officers are assumed to have all the authority of the police officers of the requesting agency.

The Chief of Police, designee or any law enforcement officer, who is receiving assistance shall assume command of all operations within his/her jurisdiction. The responding agency, however, shall maintain immediate supervision over and responsibility for all responding agency personnel, equipment and supplies used in rendering assistance.

Liability: In accordance with Wisconsin State Statutes § 66.0313, for purposes of Wisconsin State Statutes §§ 895.35 and 895.46, law enforcement personnel, while acting in response to a request for assistance, shall be deemed employees of the requesting agency.

In accordance with Wisconsin State Statutes § 66.0513, if a member of a responding police department is injured or killed while responding to, acting at, or returning from an incident covered under this agreement, the department of which they are a member, or the municipality by which they are employed shall grant them the same compensation and insurance benefits that it would provide if the incident occurred in the department's jurisdiction. All wage and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense shall be paid by the municipality regularly employing the employee. Upon making such payment, the municipality shall be reimbursed by the municipality whose officer or agent commanded the services out of which the claims resulting in payments arose except to the extent any such payments were made by an insurance company and this exception is not prohibited by law.

For all other purposes, each municipality shall be legally responsible for their own law enforcement personnel.

All parties shall procure their own respective commercial insurance policies satisfactory to insure for liability of the actions of their own employees that may arise as a result of a mutual aid response.

Severability: In the event that any part, term or provision of this agreement is found to be illegal or invalid in whole or in part, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

Terms of Agreement: This agreement shall supercede any previous mutual aid agreements entered into by the parties. This agreement shall remain in full force and effect for (30) days after the filing of a cancellation notice approved by the governing body of the withdrawing municipality. The cancellation notice shall be filed with the Clerks of each municipality.

BE IT RESOLVED:

1. That this mutual agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
2. The Chiefs of Police of each municipality are hereby authorized to abide to the terms, conditions and limitations set forth in this agreement.

Dated this 29th day of September, 2016.


Mayor of Appleton

Police Chief of Appleton

Mayor of Kaukauna

Police Chief of Kaukauna

Mayor of Menasha



Police Chief of Menasha

Mayor of Neenah

Police Chief of Neenah

Chairman of the Town of Grand Chute

Police Chief of the Town of Grand Chute

Chairman of the Village of Fox Crossing

Police Chief of the Village of Fox Crossing

Village President of Combined Locks

Police Chief of Fox Valley Metro

Village President of Kimberly

Village President of Little Chute



MEMORANDUM

To: City of Menasha Common Council
From: Donald Merkes, Mayor
Date: 13 October 2016
RE: MJSD Lease for Joint City – School District Facilities at 100 Main Street

At the previous Board of Public Works meeting the Common Council recommended that the City continue exploration of a joint facility with the MJSD and finalize a lease. The school board approved the attached lease at their last meeting.

I've attached financial information from the last Common Council meeting as well as a list of FAQ's that were either requested by the Common Council or members of the public.

Staff recommends approval of the lease agreement for financial, customer service, and staffing efficiency.

Health Department

20-01 Janitorial	\$ 6,200.00
22-03 Electricity/phone	\$ 2,400.00
22-04 Heat	\$ 450.00
22-05 H2O/Sewer	\$ 600.00
24-03 Buildings	\$ 425.00
29-06 Rent	
Tax, Insurance, Maintenance	\$ 26,800.00
	\$ 36,875.00

City Hall

10-01 Wages & Benefits	\$10,000.00
20-01 Janitorial	\$14,100.00
20-04 Mechanical	\$3,330.00
22-03 Electricity	\$17,000.00
22-04 Heat	\$7,000.00
22-05 Water/Sewer	\$6,000.00
22-06 Storm Water	\$50.00
24-03 Buildings	\$11,700.00
30-13 Housekeeping	\$2,500.00
51-03 Property	\$1,530.00
	<u>\$73,210.00</u>

Capital Improvements Needed

140 Main St

Elevator	\$150,000.00
Boiler	\$52,000.00
Generator	\$25,000.00
Common Council Upgrde	\$27,000.00
Breakroom Upgrade	\$7,000.00
Tuckpointing	\$6,000.00
Rekeying	\$8,000.00
Voting System	<u>\$7,000.00</u>
	\$282,000.00

City Costs For Space at 100 Main

Buildout including casework	\$350,000.00
Furnishings	\$50,000.00
Voting System	\$7,000.00
	<u>\$407,000.00</u>
Leased Space	\$70,088.00

Total Current Costs

\$110,085.00

Total Proposed Costs

\$70,088.00

Total Savings

\$39,997.00

Capital Costs Existing

\$282,000.00

Capital Costs New

\$407,000.00

Difference

\$125,000.00

Return on Investment (yrs)

3.13

Existing Health Dept

2,770

Existing City Hall

13,500

Total Existing Office Space

16,270

Existing Storage Space

4,500

Proposed City Space

13,234

Proposed Shared Space

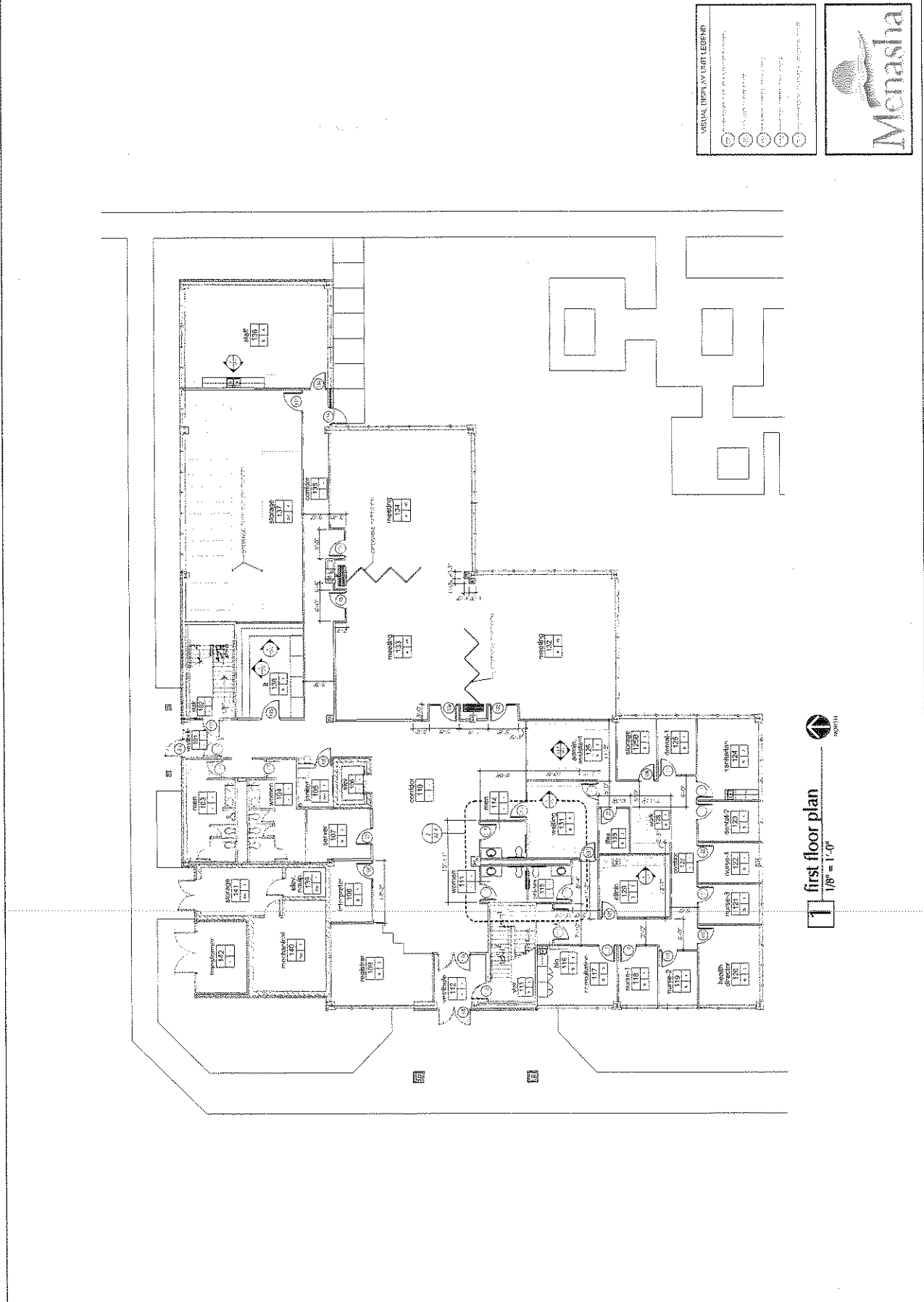
6,560

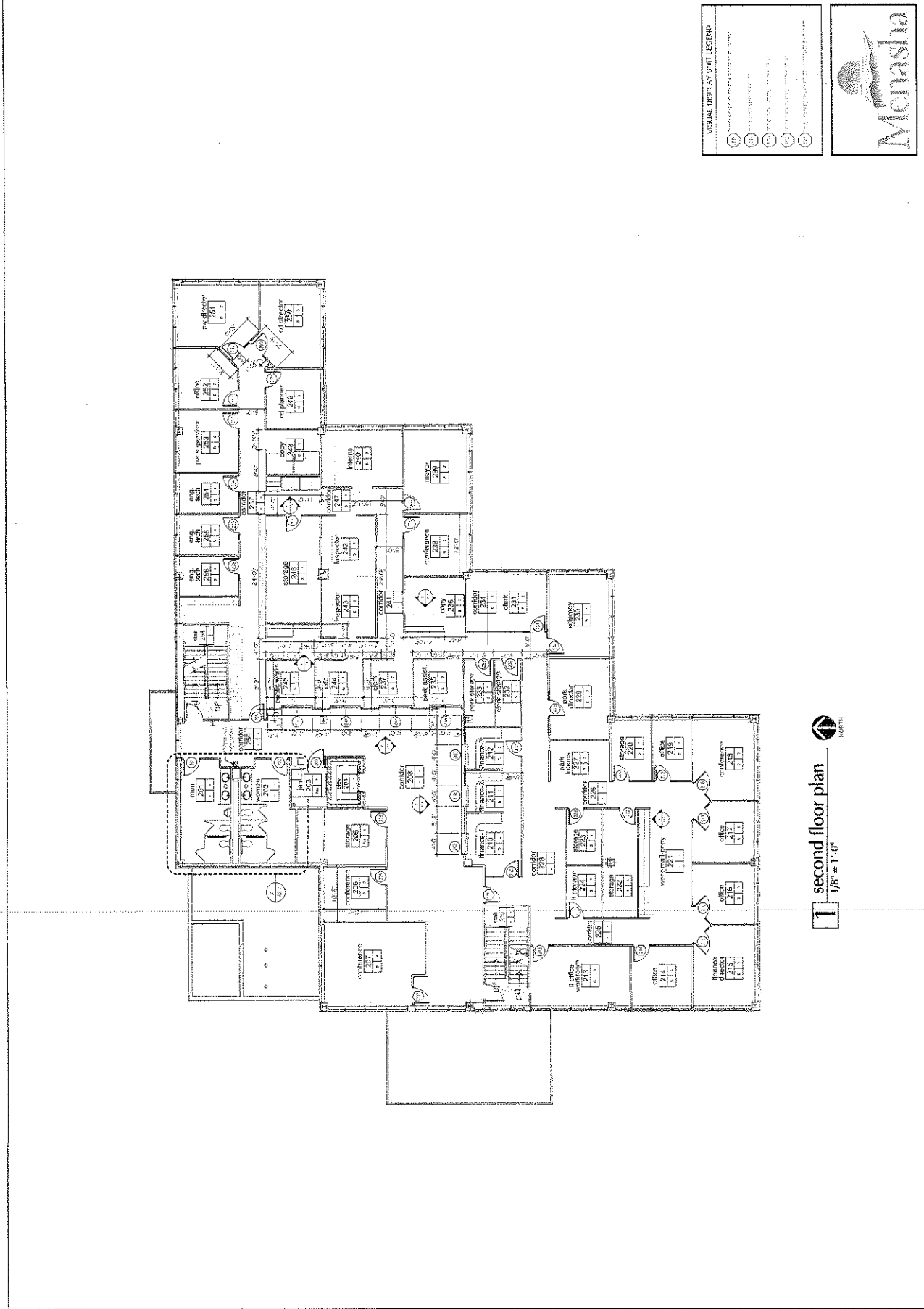
Total Proposed Office Space

19,794

Proposed Storage Space

1,008





VISUAL DISPLAY UNIT LEGEND

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FAQ's regarding the relocation of City Hall to a joint facility with the Menasha Joint School District at 100 Main Street

What is the benefit of moving MJSD and City Hall to 100 Main St.

There are financial, operational, customer service, educational, tourism, redevelopment and space benefits to relocation and consolidation of the City and MJSD offices. While the most apparent benefit of relocation is the nearly \$40,000 savings in operational costs there would likely be additional financial savings for both the City and MJSD over time. For example our partnership with the Health Department and MJSD has made us one of the lowest cost per capita departments in the state, there may be other opportunities like this in the future. Better office design will improve customer service within the City offices, and a consolidated building location will offer one stop access to families in Menasha for both school and city needs. The relocation of MJSD offices will allow 4K to be held in neighborhood schools, relocation of City Hall will allow the possibility of redevelopment of the former site in a rapidly changing and improving downtown. Furthermore, training seminars will bring hundreds of people into downtown on a monthly basis contributing economic benefits to the businesses currently located here.

What was the timeline for MJSD purchasing the property at 100 Main St? When did the City become involved?

MJSD began exploring Administrative Offices relocation during strategic planning nearly a decade ago. Including offices was discussed as part of the MHS planning as well. Recently MJSD toured buildings available in the Menasha School District and explored several options before landing on Harbor Place including: AZCO, Affinity, the movie theater and a few others. Harbor Place was purchased in July 2016 by MJSD. The School District administrative offices will be moving to 100 Main Street this spring. The City was invited to explore consolidation opportunities of the administrative offices of both entities in the building in July 2016. In July of 2016 the Common Council approved hiring Blue Design group to create preliminary designs for interior layouts. In September of 2016 MJSD provided a draft lease to the City for consideration.

Why did MJSD move its offices from Banta School?

MJSD has been systematically moving the Bilingual program to the Banta Building so they are all together in one space and so all children can attend their neighborhood school. Recently MJSD had Gagan students attending BDM because of space considerations. This will mean the Administrative Offices currently taking up the majority of the second floor at Banta needed to move elsewhere.

How does the relocation of MJSD offices impact neighborhood school status?

Neighborhood schools are important to residents and are often the focus and the "glue" that holds a neighborhood together. Menasha has made a commitment to neighborhood schools, moving administrative offices out of Banta School, and locating 4K in neighborhood school will strengthen those schools and their connection with the neighborhood residents.

What are the terms of the lease?

30 Years

20,802 sq feet of space on two floors (6,560 shared with MJSD)

Lease rate fixed for 6 years at \$4 sq ft, (\$2 sq ft shared space)

Annual lease amount \$70,088

Lease Start Date April 1, 2017 (negotiable)

Lease includes: utilities, cleaning, maintenance and capital improvements

What are the expected savings over the life of the lease?

Current costs for lease and operation of City Hall (140 Main Street) and Health Department (316 Racine Street) are \$36,875 and \$73,210 respectively. Costs for lease and operation of the proposed City-MJSD Building (100 Main Street) are expected to be \$70,088. A savings of \$39,997 annually.

Capital maintenance projects including elevator and boiler replacement for the current City Hall (140 Main Street) are expected to be \$282,000. Buildout costs for the new building are expected to be \$407,000. A difference of \$125,000.

Costs over 30 year life of lease

	140 Main St. / 316 Racine St.	100 Main St.
Operations	\$3,302,550	\$2,102,640
Capital / Buildout	\$282,000	\$407,000
Total	\$3,584,550	\$2,509,640
Difference	-\$1,074,910	

In addition, within the 30 year time period there would be need for additional capital improvements and/or maintenance, and the possibility of additional space needs. The costs for these items has not been quantified in addition to the above costs for the current City Hall at 140 Main St.

What is the income from cell tower on current building?

City hall currently houses cellular transmission equipment on the 4th floor penthouse, collecting \$15,600 in lease revenue annually through 2022. The MJSD has given approval to move the equipment to 100 Main, if the lessee would agree to it being moved.

How will the upfront capital costs for buildout be covered if City Hall moved to 100 Main?

Costs for the construction of the offices for the use of the City would be the responsibility of the City. It would be expected that the City would borrow to cover these costs. The annual payment on a \$407,000, 15 year loan (interest rate of 3.5%) would be approximately \$35,500. The savings realized at \$39,997 would exceed these costs.

Except for the initial costs there would be no additional capital costs for the life of the lease for items like elevators, roof, or heating/air conditioning. All future capital costs would be covered in lease payments made to MJSD.

What is the financial impact to MJSD and City of Menasha of the purchase of 100 Main by MJSD?

The purchase and renovation of 100 Main Street by MJSD is being done in a way that it does not increase the district's mill rate, doesn't add to overall debt, and has no effect on MJSD's budget. Current debt was restructured to free up funding for the project.

The City of Menasha would see a reduction of \$15,285 in City taxes and a reduction of \$3,210 in TIF increment to TIF 10. These reductions could be offset by redevelopment or sale of the current City Hall site.

What are the annual holding costs for the current City Hall?

Wages	\$3,738.44
Janitorial	\$100.00
Mechanical	\$2,575.00
Utilities	\$4,631.00
Insurance	\$1,530.00
Total	\$12,574.44

What is the Marketing plan for the current City Hall?

Community Development would market the site with a real estate agent and circulate an RFP with developers for up to two years following relocation to 100 Main Street. If no viable buyer is found at that point the plan would be to demolish the building.

What would the demolition costs for the current City Hall be?

Demolition of City Hall would likely be in partnership with redevelopment of the site. Demolition costs would likely be included as part of a development agreement and be part of the project costs associated with it. Estimates are \$20,000-\$30,000 for asbestos abatement, \$100,000 for demolition.

What is the potential for sale/redevelopment of the current City Hall building?

The sale of the current City Hall property and structure will be challenging in that the triple frontage site is less than 1/3 of an acre and the structure is dated/in need of deferred maintenance and not easily renovated for alternative reuse such as housing, retail or mixed-uses nor is it configured to be highly desirable for new office users. On-site parking of only 14 stalls further constrains the desirability of the site for reuse. Additionally, the current availability of vacant office space in the downtown, including portions of Riverview Plaza and 130 Main Street office building, both of which are newer buildings with greater parking availability, put the marketing of City Hall property at a disadvantage. The one advantage that the City Hall property has over its neighbors is our ability to dispose of it at a much lower cost than other properties and the potential to provide development incentives through Tax increment Financing. Expectations are that the property will remain on the market for a considerable period of time, if it could be sold.

A more favorable situation would be the demolition of the structure and clearance of the property for sale and possible redevelopment as an unimproved lot. However, the small size and location of the parcel remains a challenge. The possibility of using the property for public parking or combining the City Hall property with the privately owned 3/4 acre property adjacent to the west (Harborview Office Center) would create a more promising redevelopment opportunity. The second scenario would likely necessitate the purchase and potential demolition of the Harborview Office Center to create a larger one acre property more suitable for sale and redevelopment.

If sold as existing for office use, Associated Appraisal Consultants, Inc. loosely estimates an assessed value range to be between \$275, 000 – \$495,000 but this number is extremely abstract and would need to be verified through the use of a full appraisal and/or market study. Staff believes it is meaningless to attempt to provide an estimated future value for the redevelopment of the site because potential values vary drastically depending on the type of use, ability to utilize the existing property, building size/scale, and the quality of the redevelopment project.

What is the impact on the Mural?

No determination has been made on the status of the mural on the east side of the current City Hall. The mural could be moved, retained at the current site by the City with the existing building remaining.

Are there economies of scale that might be achieved saving money for both the school district and city?

The potential for shared space and shared services exists, has been discussed, and will be pursued between the City and the District. Some examples: Technology services, custodial services, communication specialist, educational programming, purchasing, and buildings. The City and MJSD will plan to share a server room.

As staff becomes more familiar with the operations of the other entity, or positions are evaluated at retirement, there may be potential for shared staffing between the City and MJSD

How will consolidating City and MJSD offices at 100 Main Street offer better service to residents?

Just as bringing health services for the City and MJSD under one roof has reduced confusion and offered better service, we anticipate consolidation of the administrative offices of the City and MJSD to have a similar effect.

Residents will be able to gain information about both school for their children and city services in the same building. Furthermore, the building design will allow for easier access to multiple departments for the public with a central lobby on a single floor.

With a more centralized design of City Hall there are more opportunities for cross training which will increase efficiency of our employees, allow for vacation coverage, and increase knowledge to help with resident questions. Consistent messaging about our community will be improved with the intermixing of staff and coordination of programming and services.

What is the economic impact of bringing MJSD seminars and training to downtown?

MJSD estimates that the large meeting room would be used once a month by 100+ people and 6-8 times by 30-50 people bringing 400+ people to the downtown monthly. According to the Fox Cities CVB, the state department of tourism uses determines economic impact of \$58 per person, per day for a day-trip visitor or \$180 for an overnight visitor.

What is the economic impact of the MJSD and City employees to the community?

It is estimated that there will be 85 total employees working at 100 Main Street from both the City and MJSD. The Fox Cities Economic Development Partnership recognizes the economic impact of those employees as \$3,395,07 as well as bringing 5 indirect jobs with an economic impact of \$628,793, and 9 induced jobs with an economic impact of \$947,117. The total economic impact of the jobs at the proposed MJSD – City of Menasha Administrative building would be nearly \$5,000,000 annually.

How much Parking is in the area?

The Harbor Place lot contains 54 spaces, North Chute Street Lot contains 71 spaces, the Chute Street Lot contains 95 spaces, and the Center St. lot contains 28 spaces, and the Marina Place Ramp contains 37 Spaces. Of these 285 spaces 120 are reserved for the McClone Building tenants. The remaining 165 spaces would be shared by MJSD, City of Menasha, Menasha Senior Center, and other downtown businesses.

What is the impact on needed updates to the Police Department Building and Public Works Facility?

The City has recognized space and operational needs at both the police department and the public works facility for some time. Both projects will require significant capital investment and borrowing. The implementation of the consolidation of City Hall and MJSD administration facilities being cost neutral will not have an impact on those projects.

The City anticipates a substantial decrease in debt service expenditures in approximately five years which would allow implementation of the projects. Smaller scale projects including police storage and public works maintenance area may occur earlier.

How will the Common Council Chambers be designed?

Plans for shared meeting space with MJSD include three interconnected meeting rooms approximately 28' x 28'. These rooms will be available for City meetings, MJSD meetings, training, and potentially use by other local businesses. Each of the rooms will be equipped with technology, WiFi, and projection. These rooms were designed with flexibility in mind and opportunity for extensive use.

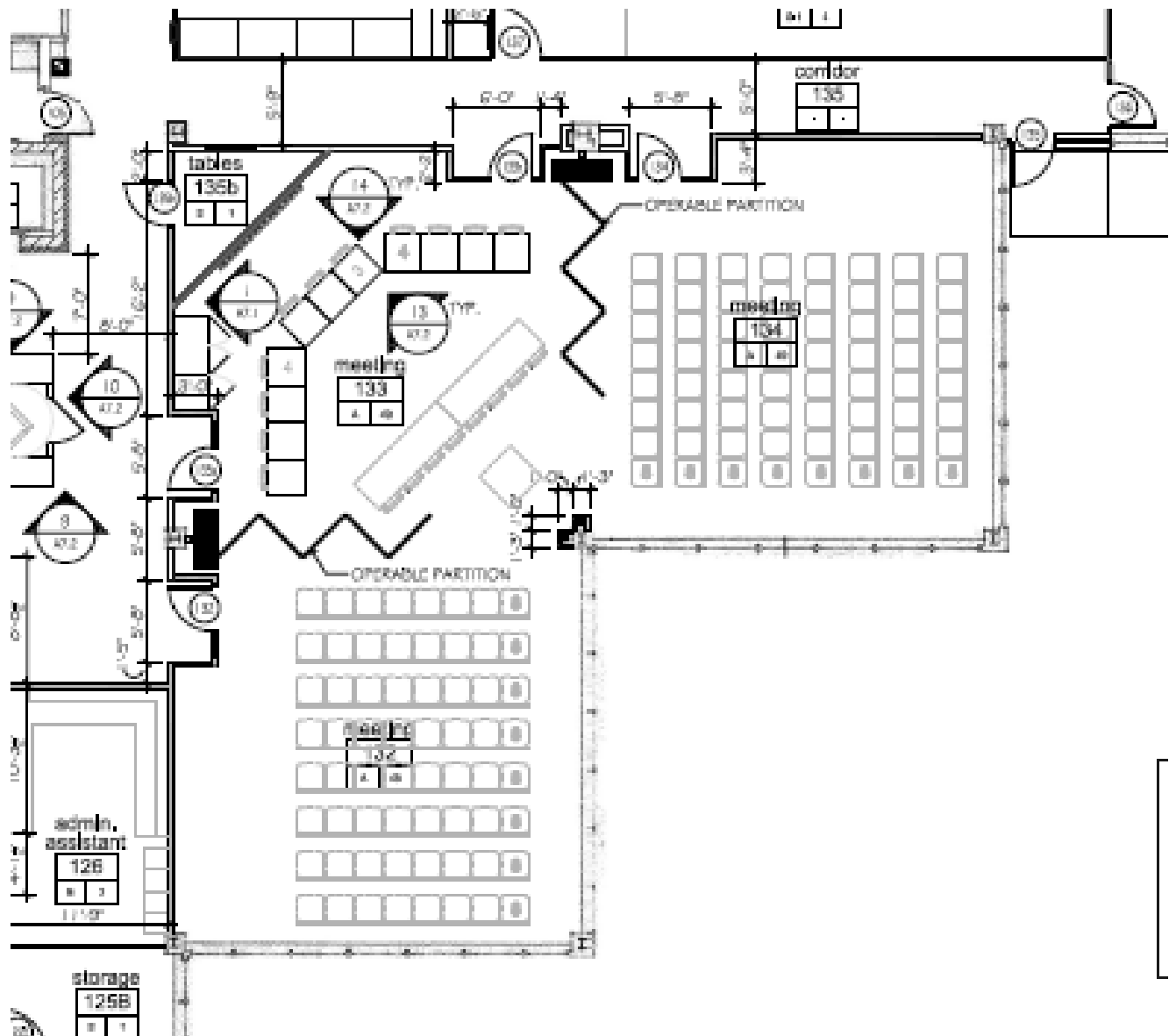
Furnishings for these rooms would include setups that could include conference tables, banquet tables, rows of chairs for speakers, or desks. These rooms can be used individually, or in combinations of one, two, or three rooms seating up to 165 people.

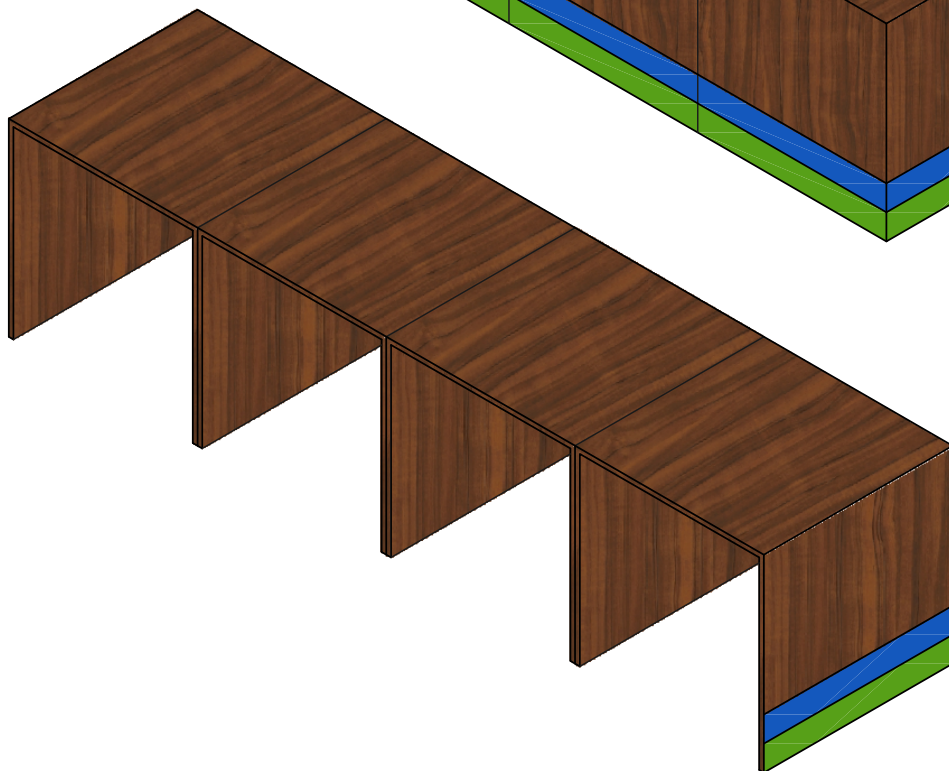
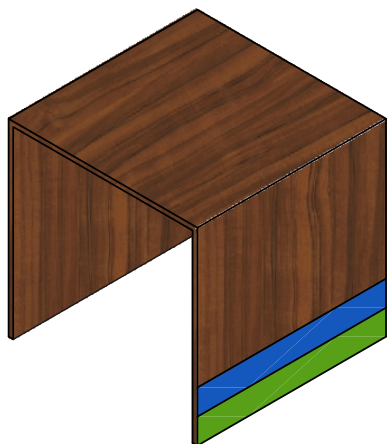
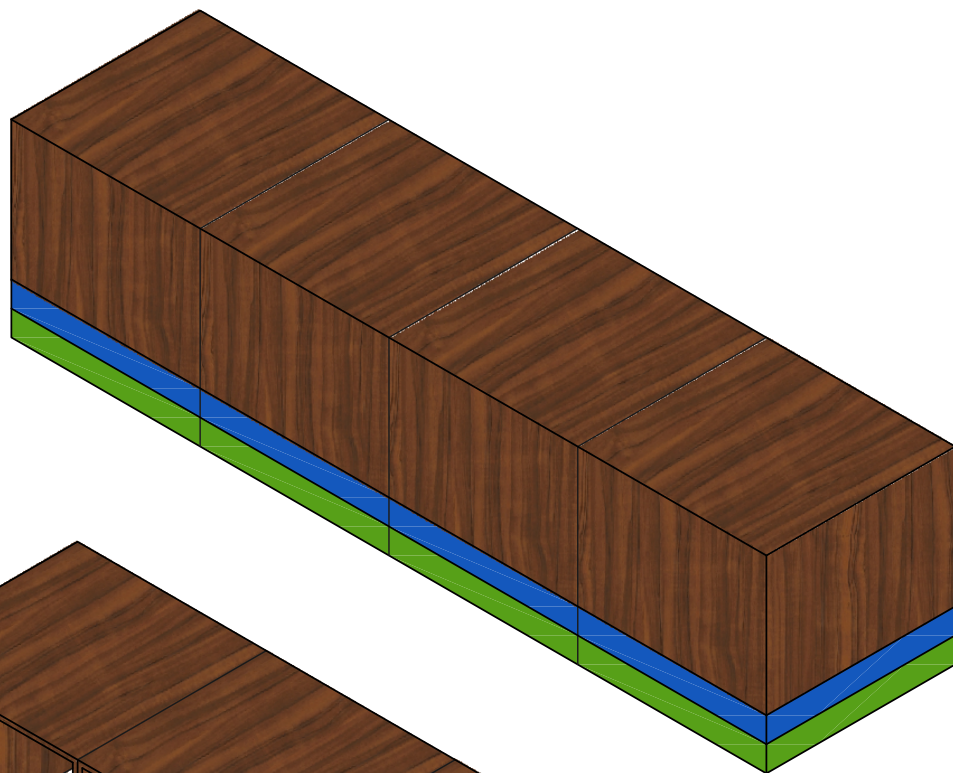
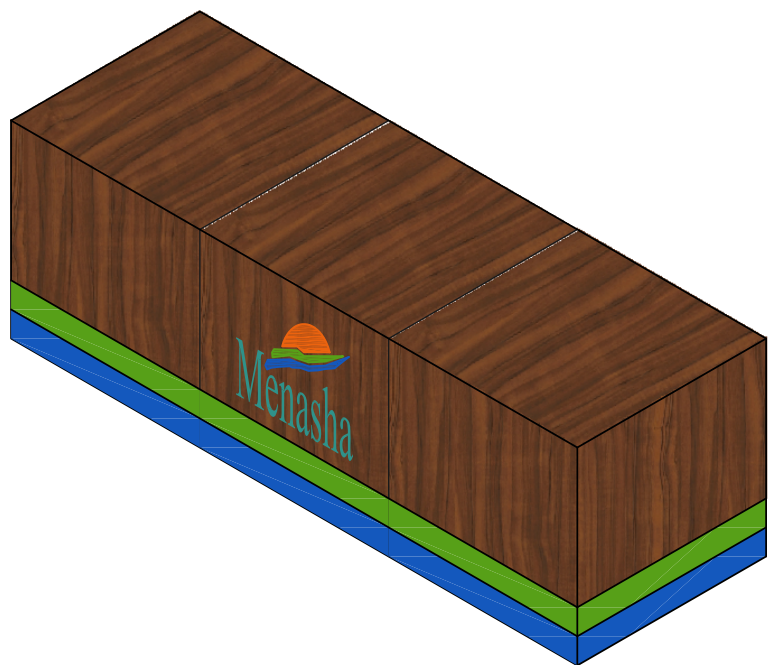
City Council meetings would use a modular casework layout for 4 board members on either side of a 3 member modular casework set up. The idea is to provide 2'-6" (30") cubes that can be stacked when not in use and provide these cubes of such a size that the units can easily fit through doors and be arranged in a variety of ways. These 2'-6" wide cubes are open on the back side to provide ample room for a chair and leg room for each board member. The center cube would be provided with vinyl graphics that would provide for the City's logo. If this is done with vinyl graphics, you would avoid damage to other types of lettering or signage that would be thicker and susceptible to breaking when the cubes are moved or stacked. Two 4 person tables and a speaking podium in front of the board member casework are dashed in for reference only.

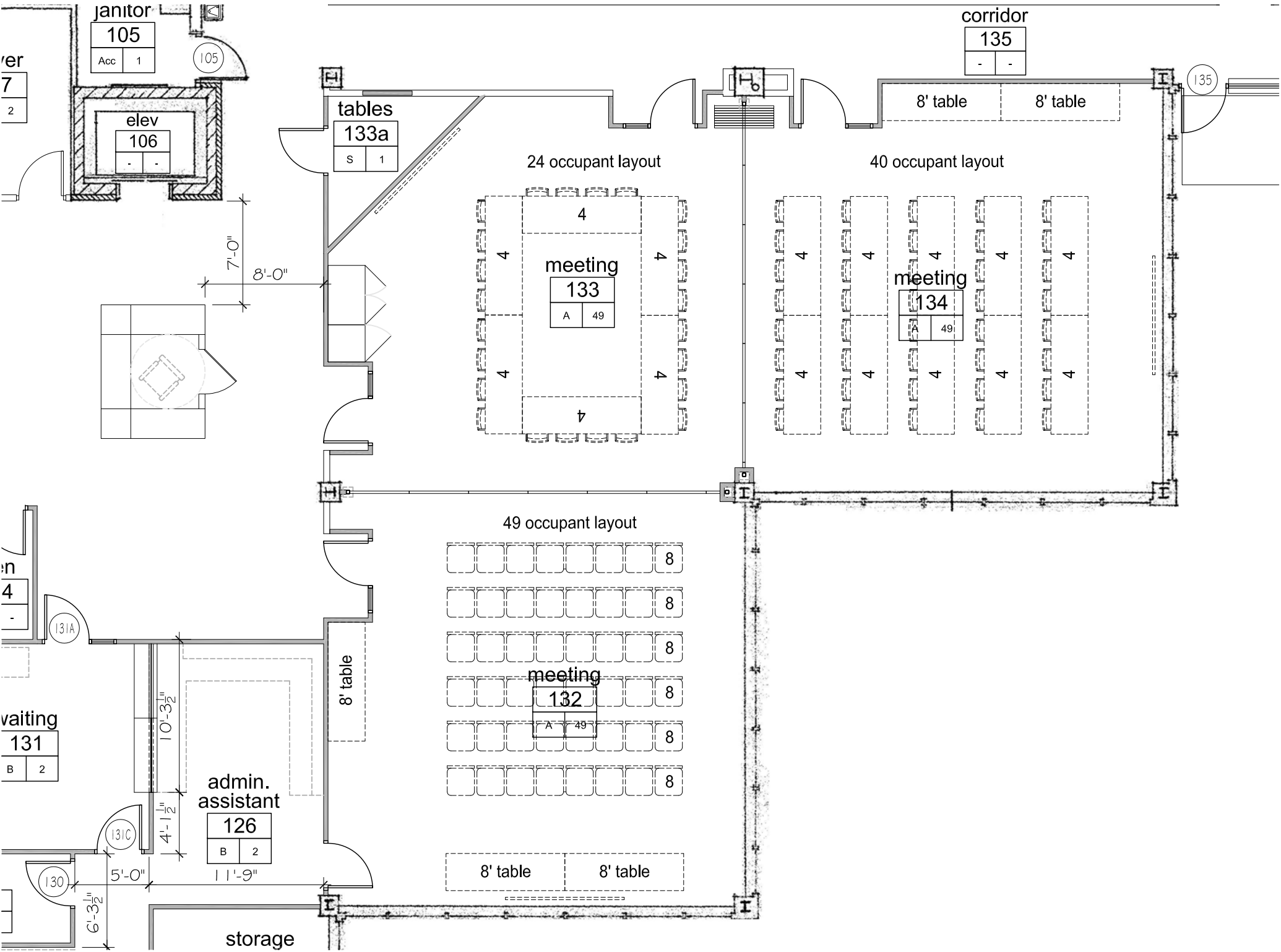
Potential layouts are attached.

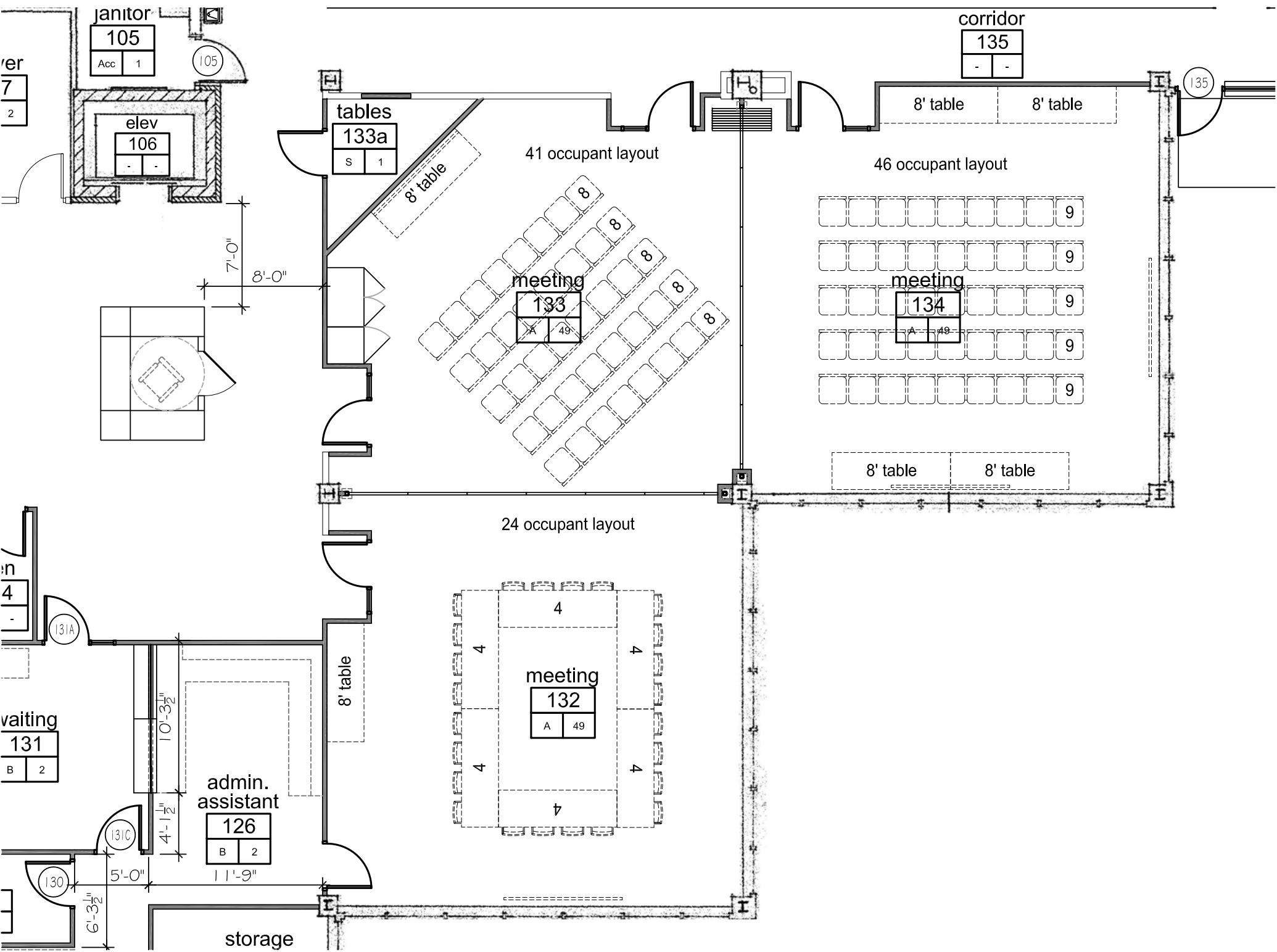
Will there be opportunities for conference space for Aldermen to use when meeting with residents?

There are two conference rooms in the second floor lobby specifically designed to meet with citizens, they would be available to elected officials and staff.









LEASE AGREEMENT

100 MAIN STREET, MENASHA, WISCONSIN 54952

MENASHA JOINT SCHOOL DISTRICT

as LANDLORD

and

CITY OF MENASHA

as TENANT

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100 MAIN STREET

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (the "Summary") is hereby incorporated by reference into and made a part of the attached Lease Agreement. Each reference in the Lease Agreement to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease Agreement, the terms of the Lease Agreement shall prevail. Any initially capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease Agreement.

<u>TERMS OF LEASE</u> (References are to the Lease Agreement)	<u>DESCRIPTION</u>
Dated as of:	October ____, 2016
Landlord:	MENASHA JOINT SCHOOL DISTRICT
Address of Landlord:	Attention: Brian A. Adesso, CSRM Director of Business Services 328 Sixth Street P.O. Box 360 Menasha, WI 54952
Tenant:	CITY OF MENASHA
Address of Tenant:	140 Main Street Menasha, WI 54952-3151
Leased Premises (Article 1):	
Leased Premises:	Approximately 14,242 square feet of Rentable Area located on the first (1 st) and second (2 nd) floor of the Building (as defined below), as depicted on <u>Exhibit B</u> attached hereto. Tenant shall be granted access to the server room to store and maintain servers, but the server room shall not be Leased Premises.
Shared Area	Approximately 6,560 square feet shall be shared office space.
Building:	The Leased Premises are located in the "Building", a three (3) story Class A office building, whose address is 100 Main Street, Menasha, Wisconsin 54952.
Term (Article 2):	
Lease Term:	Thirty (30) years.
Commencement Date:	April 1, 2017, or the date Tenant takes possession after completion of Tenant Improvements, whichever is earlier.
Expiration Date:	March 31, 2046.

Base Rent (Article 3):		
<u>Period of Lease Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
30 years	\$70,088.00	\$5,840.66
Parking Lot (Section 20.15):	Landlord and Tenant shall each have the right to park in the parking lots servicing the building, including the Building West lot and the Building North lot as defined in the lease.	

LEASE AGREEMENT

THIS LEASE, made and entered this ____ day of October, 2016, by and between the MENASHA JOINT SCHOOL DISTRICT (hereinafter referred to as "Landlord"), and the CITY OF MENASHA (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the leased premises herein described for the Lease Term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

1. LEASED PREMISES.

1.1 Grant of Leased Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in Section 6.1 of the Summary (hereinafter referred to as the "Leased Premises"), which Leased Premises are located in the multi-story commercial office building described in Section 6.2 of the Summary (hereinafter referred to as the "Building"). The Building, any outside plaza areas, surface parking areas (the "Parking Facilities"), land and other improvements surrounding the Building, the Common Areas, as defined below, and the land upon which any of the foregoing are situated are sometimes collectively referred to herein as the "Real Property." The legal description of land comprising the Real Property is attached hereto as Exhibit A. A floor plan showing the size and location of the Leased Premises within the Building is attached hereto as Exhibit B. Tenant's use and occupancy of the Leased Premises shall include the use, in common with others, of the Common Areas as hereinafter described, but excepting therefrom and reserving unto Landlord the exterior faces of all exterior walls, the roof and the right to install, use and maintain where necessary in the Leased Premises all pipes, ductwork, conduits and utility lines through hung ceiling space, partitions, beneath the floor or through other parts of the Leased Premises; provided such installation, use and maintenance do not unreasonably interfere with the use and occupancy of the Leased Premises by Tenant or diminish Tenant's access to the Leased Premises, and is conducted in conformance with the provisions of this Lease. Landlord reserves the right to effect such other tenancies in the Building as Landlord may elect in its sole business judgment. Upon request, the Landlord may, but shall not be required to, permit Tenant access to place equipment upon the roof.

1.2 Rentable Area. The square feet of Rentable Area for the Leased Premises are approximately as set forth in Section 6.1 of the Summary. For purposes hereof, the "Rentable Area" of the Leased Premises and the Building (including the office space, storage space and other portions thereof) shall be calculated by Landlord pursuant to the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996 ("BOMA"), as modified for the Building pursuant to Landlord's standard rentable area measurements for the Building, to include, among other calculations, a portion of the common areas and service areas of the Building.

1.3 Construction by Tenant. Landlord shall be construction manager. Tenant shall be responsible for paying the cost of the work, materials and labor and all other costs of construction to prepare the Leased Premises for Tenant's use and occupancy, including, without limitation; the build-out of interior walls and windows, flooring, doors, electrical (other than lighting) and all computer & IT network wiring, cabling and conduit (collectively "Tenant Improvements"). The parties agree the Tenant's cost for Tenant Improvements shall be an amount not to exceed \$350,000, which shall be paid to Landlord as additional rent no later than the date Tenant takes possession of the Leased Premises. Should Tenant's costs for Tenant Improvements exceed \$350,000, Tenant shall provide notice of the overage to Landlord and Tenant shall thereafter be responsible for the payment of all cost overages. Landlord shall have no obligation to construct or pay for any initial improvements for the Leased Premises and shall not be liable in any manner for any failure by Tenant to complete construction in a timely manner. Landlord and Tenant agree to enter into a separate Construction Management Agreement with regard to Tenant's construction activities.

1.3.1 Right of Inspection. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant

Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, if Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's leased premises, Landlord may take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

1.3.2 Governmental Compliance. Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

1.3.3 Requirement that Tenant Improvements Comply with Minimum Specifications. Landlord has established specifications (the "Specifications") for the Building standard components to be used in the construction of the Tenant Improvements in the Leased Premises, which Tenant has reviewed and accepted. Landlord may make changes to the Specifications from time to time in its sole discretion.

2. TERM.

2.1 Basic Term. The term of this Lease ("Lease Term") shall be as set forth in Section 7.1 of the Summary and shall commence on the date ("Commencement Date") set forth in Section 7.2 of the Summary, and shall terminate on the date (the "Expiration Date") set forth in Section 7.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided.

2.2 Beneficial Occupancy Period. Landlord shall deliver possession of the Leased Premises to Tenant, in broom clean condition, with all computer network wiring, cabling or conduit being removed, but otherwise in its "AS IS" condition on or before the date (the "Delivery Date") that is one (1) business day after the date of execution and delivery of this Lease by Landlord and Tenant. During the period from the Delivery Date until the day before the Commencement Date (the "Beneficial Occupancy Period"), Tenant shall have the right to enter the Leased Premises to complete any construction not contemplated by the Tenant Improvements and to install Tenant's furniture, trade fixtures and equipment (including telephone and telecommunications systems and cabling) in the Leased Premises, and provided Tenant has obtained a temporary certificate of occupancy or its equivalent permitting occupancy of the Leased Premises, to commence business operations in the Leased Premises. All of the terms and conditions of this Lease shall apply to the Leased Premises during the Beneficial Occupancy Period as though the Commencement Date had occurred (although the Commencement Date shall not actually occur until January 1, 2017); provided, however, during the Beneficial Occupancy Period, Landlord shall not charge, nor shall Tenant be obligated to pay, any Base Rent with respect to the Leased Premises, except for the pre-payment of the first month's payment of Base Rent as set forth in Section 3.1 below.

2.3 Termination. Starting on the twelfth anniversary date of this Lease, and on an annual basis thereafter, either party may terminate this Lease by the giving of written notice before the beginning of any Lease Year. The Lease Year shall be defined as the anniversary date of this Lease. The termination shall be effective on the last day of the twelfth month after the beginning of the Lease Year.

3. RENT.

3.1 Base Rent. Tenant agrees to pay Landlord, promptly when due, without notice or demand and without deduction or set-off of any amount for any reason whatsoever, as "Base Rent" for the Leased Premises, the annual amounts set forth in Section 8 of the Summary, which shall be payable in the monthly installment amounts set forth in Section 8 of the Summary. Said monthly installments of Base Rent shall be payable

in advance on the first (1st) day of each calendar month during the Lease Term, except that the Base Rent (in the amount of \$5,840.66 for the first (1st) full calendar month of the Lease Term shall be paid at the time of Tenant's takes possession after completion of the build out.

3.2 Adjustment of Rent on Commencement or Expiration. If the Lease Term commences or expires on a day other than the first (1st) day of a calendar month, Tenant shall pay to Landlord on the first (1st) day of the Lease Term, or on the first (1st) day of the month in which the Lease Term expires, a sum determined by multiplying one-thirtieth (1/30th) of the monthly installment of Base Rent by the number of days in the first (1st) or last calendar month of the Lease Term.

3.3 Rent Adjustment. Beginning on the six year anniversary of this Lease, the rent shall increase annually in an amount equal to the then current Base Rent multiplied by the Consumer Price Index, Urban Midwest as published by the Bureau of Labor Statistics. The Bureau's monthly report used to calculate each year's annual increase shall be the unadjusted, original report for the month of February of the year in which the adjustment is being made. In the event that the Bureau of Labor Statistics ceased to publish the Consumer Price Index, Urban Midwest, the parties shall adopt and use a replacement to the index as published by the Bureau of Labor Statistics or other replacement index reasonably agreed to by the parties.

3.4 Place of Payment. Base Rent, Tenant's Share of Operating Expenses and all other sums or charges required by this Lease to be paid by Tenant to Landlord, all of which are herein sometimes collectively referred to as "Rent," shall be paid at the office of Landlord as set forth herein, or at such other place as Landlord may from time to time designate, in lawful money of the United States.

4. USE.

4.1 Permitted Use. Tenant shall use the Leased Premises solely for general municipal office use consistent with the character of the Building as a first-class office building, including such activities as trainings and public voting and meetings, and shall not permit the Leased Premises to be used for any other purpose.

4.2 Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all applicable laws, statutes, ordinances, rules, regulations, orders and requirements, and all recorded covenants, conditions and restrictions in effect during the Lease Term or any part of the Lease Term hereof, regulating Tenant's particular use or occupancy of the Leased Premises or imposing any duty on Landlord or Tenant with regard thereto or with regard to alteration thereof, including the requirements of federal, state, county and municipal authorities now in force or which may hereinafter be in force. Tenant shall not use or permit the use of the Leased Premises in any manner which may tend to create waste or a nuisance; nor which may tend to obstruct or interfere with the rights of other tenants of the Building or injure or annoy them.

4.3 Insurance Cancellation. Tenant shall not do or permit anything to be done on or about the Leased Premises which may in any way increase the existing rate of any insurance policy covering the Building or Real Property or any of its contents or cause cancellation of any such insurance policy.

4.4 Landlord's Rules and Regulations. Tenant shall observe and comply with the Building Rules and Regulations which are in effect on the date hereof, as set forth in the attached Exhibit C, and such reasonable amendments and additions thereto as Landlord may from time to time promulgate and enforce on a non-discriminatory basis. Landlord shall not be responsible to Tenant for the non-performance of said rules and regulations by any other tenants of the Building. Tenant shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of "Hazardous Material," as that term is defined herein, provided, however, that Tenant may lawfully use any Hazardous Material whose use is usual and customary in a general office setting. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Building is located or the United States Government.

5. UTILITIES AND SERVICES PROVIDED BY LANDLORD.

5.1 Services Provided by Landlord. Landlord shall provide the following services on all days during the Lease Term, unless otherwise stated below.

5.1.1 Heating, Ventilation and Air Conditioning. Subject to reasonable changes implemented by Landlord and to all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning according to the policy outlined in Section IV.I.A and B on the attached Exhibit G, the same being Landlord Board Policy 7460, which shall and may be amended and changed from time to time by the Landlord, its successors and assigns, in its absolute and sole discretion.

5.1.2 Electrical Wiring / Power. Landlord shall provide adequate electrical wiring and facilities and power for normal general office use for Building standard lighting and standard office equipment, as reasonably determined by Landlord. Tenant shall bear the cost of replacement of non-Building standard lamps, starters and ballasts for lighting fixtures within the Leased Premises.

5.1.3 Water. Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes.

5.1.4 Cleaning / Landscaping. Landlord shall provide the cleaning and landscaping (including snow removal) services as provided for on Exhibit H five (5) days per week, except the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other locally or nationally recognized holidays (collectively, the "Holidays"). Landlord may amend or modify Exhibit H from time to time as it deems advisable.

5.1.5 Security / Video Surveillance. Outside security lighting will be set to turn ON at dusk and OFF at twilight or such other schedule as adopted by the Landlord. The Common Areas shall be monitored by video surveillance. Landlord shall maintain the video surveillance system and shall retain all images recorded for a minimum of ten (10) days. Tenant will have access to all external, first and second floor cameras for monitoring or retrieval of all retained images. The Menasha Police Department shall have 24/7 web access to all cameras located on the Leased Premises.

5.1.6 Window Washing. Landlord shall provide window washing services not more than twice per year.

5.1.7 Telecommunication Services. Landlord shall grant reasonable access to the telecommunications services provider selected by Tenant. Tenant, at Tenant's sole cost and expense, may contract with any provider of Tenant's choosing to be paid for by Tenant.

5.1.8 Elevator Access. Except when repairs or inspections are being made thereto, and subject to such rules and regulations as established by Landlord from time to time, Landlord shall provide nonexclusive automatic passenger elevator service for use by Tenant, its customers and employees at all times.

5.2 Specialty Services Provided by Landlord with Regard to Server Room. Landlord shall provide the following specialty services with regard to the server room ("Server Room") located in the Building.

5.2.1 Heating, Ventilation and Air Conditioning. Landlord shall maintain the temperature of the Server Room according to the policy outlined in Section IV.IV.K.a on the attached Exhibit G, the same being Landlord Board Policy 7460.

5.2.2 Humidity. Landlord shall be responsible for humidity control of the Server Room according to the policy outlined in Section IV.IV.K.b on the attached Exhibit G, the same being Landlord Board Policy 7460.

5.2.3 Fire Suppression. Landlord shall be responsible for satisfying the governmental regulations for fire suppression systems applicable to the Building as of the date of this Lease.

5.2.4 Access to Tenant Personnel. The Server Room shall be secured by key-card access. The Landlord may promulgate, adopt and enforce reasonable rules and regulations respecting access of the server room by City employees or City contractors from time to time, to which Tenant agrees to follow. The Landlord shall establish reasonable rules and regulations consistent with Landlord policies and procedures to govern the access and use of the server room by City contractors.

5.2.5 Data Access within Server Room. Tenant shall be responsible for providing data access to the Server Room, including wiring, cabling, etc. Any plans prepared by or at the direction of Tenant for securing data access by wiring or cabling, must be submitted to Landlord for prior approval. Tenant acknowledges that it commissioned an independent review of Landlord's plans and specifications of the Server Room and that the plans and specifications meet with the Tenant's applicable requirements.

5.2.6 Generator for Emergency Backup of Server Room. Landlord shall provide and maintain a generator for the emergency backup of the Server Room. The Landlord disclaims any warranties or representations with respect to the adequacy of the emergency backup, including the amount of power generated, the time required for the backup power to start powering the server room, or the length of time that the generator will operate. Landlord shall not be responsible for the failure of the generator to operate as anticipated nor any of the consequences or damages arising therefrom. Landlord shall not be responsible if fuel to operate the generator is not available. Tenant shall install and maintain battery backup of its servers in such configuration and capacity as Tenant deems appropriate. The Landlord shall make available to Tenant the emergency backup power to power health department refrigerators according to the plans and specifications attached hereto. In the event of a power loss, the parties agree that the operation of the servers shall take priority over operation of the needs of the Tenant Health Department. The Tenant warrants and represents that Tenant has reviewed and approved the plans and specifications for the specification of the generator, its capacity and output relative to the needs of the Tenant. Tenant must obtain the approval of the Landlord prior to adding server, refrigerator or other piece of equipment or device that Tenant desires to be operated by emergency backup power generation.

5.2.7 LANDLORD DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS THAT THE EMERGENCY BACKUP POWER WILL BE AVAILABLE IF AND WHEN CALLED UPON, ANY UPTIME OR OPERATIONAL PERFORMANCE SPECIFICATION(S) OR ANY OTHER GUARANTY THAT THE GENERATOR WILL OPERATE OR OTHERWISE SERVE ITS INTENDED PURPOSE.

5.3 Overstandard Tenant Use of Services. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Leased Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Leased Premises by Landlord pursuant to the terms of Section 5.1 above. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Leased Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 5.1 of this Lease, Tenant shall give Landlord such prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant.

5.4 Interruption of Services. Landlord shall not be liable for any damage, loss or expense incurred by Tenant by reason of any interruption or failure of the utilities and services. Landlord may, with reasonable notice to Tenant, or without notice in case of emergency, cut off and discontinue utilities and service when such discontinuance is necessary in order to make repairs or alterations. No such action shall be construed as an eviction or disturbance of possession by Landlord or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

6. MAINTENANCE AND REPAIRS.

6.1 Tenant's Repairs. Subject to Landlord's repair obligations in Section 6.2 below, Tenant shall, at Tenant's own expense, keep the Leased Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Leased Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Leased Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Leased Premises or at the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

6.2 Landlord's Repairs. Anything contained in Section 6.1 above to the contrary notwithstanding, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, heating, ventilating, air conditioning and electrical systems installed or furnished by Landlord (but not including any non-base building facilities installed by or on behalf of Tenant); provided, however, to the extent such maintenance and repairs are caused in part or in whole by the act, neglect, fault of or omission of any duty by Tenant, its agents, servants, employees or invitees, Tenant shall pay to Landlord as additional rent, the reasonable cost of such repairs. Landlord shall not be liable for any failure to make any such repairs, or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives and releases any right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

6.3 Notification to Landlord. Tenant agrees to promptly notify Landlord or its representative, in accordance with Section 20.14, of any accidents or defects in the Building of which Tenant becomes aware, including defects in pipes, electrical wiring and HVAC equipment. In addition, Tenant shall provide Landlord with prompt notification of any matter or condition which may cause injury or damage to the Building or any person or property therein. Such notice shall be provided in writing by email or other means likely to provide reasonably notify Landlord of such accidents or defects.

6.4 Condition Upon Expiration of Lease. Upon the expiration of the Lease Term, or any sooner termination, Tenant shall remove all of its personal property including, without limitation, any computer network wiring, cabling or conduit (including any such cabling or wiring associated with the Wi-Fi Network, as defined in Section 7.2 below) installed above the ceiling, beneath the floors or in the Leased Premises on or behalf of Tenant, and any alterations and improvements required to be removed pursuant to Section 7.3 below and surrender the Leased Premises in good condition, ordinary wear and tear excepted. Tenant shall repair, at its expense, any damage to the Leased Premises occasioned by its removal of any article of personal property, trade fixtures, furnishings, signs, and improvements including but not limited to repairing the floor, patching holes and painting walls. In the event that Tenant shall fail to timely perform its obligations under this Section 6.4, Landlord may perform such obligations and may charge the costs incurred by Landlord in connection therewith to Tenant (together with a five percent (5%) supervision/administration fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after being billed for the same.

7. TENANT ALTERATIONS AND ADDITIONS.

7.1 Landlord's Consent Required. Tenant shall not make any alterations or additions that exceed \$10,000, in each instance, to the Leased Premises without first procuring Landlord's written consent, unless such alterations or additions are part of Tenant's Wi-Fi Network, which consent shall not be unreasonably withheld.

In no event, however, shall Tenant alter the exterior of the Leased Premises or make any change or alteration which would impair the structural soundness of the Building. Upon obtaining such consent, Tenant shall cause the work to be done promptly and in good and workmanlike manner and in accordance with the plans and specifications submitted to and approved by Landlord. Landlord's consent notwithstanding, all work shall be performed in accordance with applicable building codes and governmental regulations. All work done and materials supplied shall be done or supplied only by contractors approved by Landlord, and Landlord shall have the right to grant such approval conditionally or to withdraw the same at any time. As part of Landlord's approval, Landlord shall notify Tenant whether Landlord shall require such Alterations to be removed upon the surrender of the Leased Premises, as may be required under Section 7.3 hereunder. Landlord's approval thereunder shall create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities regarding the alterations. The construction of the initial Tenant Improvements for the Leased Premises shall be governed by the provisions of Section 1.3 and not this Article 7.

7.2 Wi-Fi Network. Notwithstanding anything herein to the contrary, if Tenant desires to install a wireless intranet, internet or any data or communications network (collectively, "Wi-Fi Network") in the Leased Premises for the use by Tenant and its employees, then, in addition to the other terms and conditions of this Article 7, the terms and conditions of this Section 7.2 shall apply. In the event Landlord consents to Tenant's installation of the Wi-Fi Network, Tenant shall, in accordance with Section 7.3 below, remove the Wi-Fi Network from the Leased Premises prior to the expiration or earlier termination of this Lease. Tenant shall use the Wi-Fi Network so as not to cause any interference to Landlord or other tenants in the Building or Real Property or with any of Landlord's or other tenant's communication equipment, and not to damage the Building or Real Property or interfere with the normal operation of the Building or Real Property, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, costs, damages, expenses and liabilities (including attorneys' fees) (collectively, the "Claims") arising out of Tenant's failure to comply with the provisions of this Section 7.2. Should any interference occur, Tenant shall take all necessary steps as soon as reasonably possible, and no later than three (3) calendar days following such occurrence, to correct such interference. If such interference continues after such three (3) day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant acknowledges that Landlord maintains or will maintain a separate Wi-Fi network in the Building and further that Landlord may grant telecommunication rights to other tenants and occupants of the Building or Real Property and to telecommunication service providers, and in no event shall Landlord be liable to Tenant for any interference to the Wi-Fi Network. Landlord makes no representation that the Wi-Fi Network shall be able to receive or transmit communication signals without interference or disturbance. Tenant shall (i) promptly pay any tax, license or permit fees charged pursuant to any laws or regulations in connection with the installation, maintenance or use of the Wi-Fi Network and comply with all precautions and safeguards recommended by all governmental authorities, (ii) pay for all necessary repairs, replacements to or maintenance of the Wi-Fi Network, and (iii) be responsible for any modifications, additions or repairs to the Building or Real Property, including without limitation, Building or Real Property systems or infrastructure, which are required by reason of the installation, operation or removal of Tenant's Wi-Fi Network. Should Landlord be required to retain professionals to research any interference issues that may arise and confirm Tenant's compliance with the terms of this Section 7.2, Tenant shall reimburse Landlord for the costs incurred by Landlord in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 7.2 within twenty (20) days after the date Landlord submits to Tenant an invoice for such costs. This reimbursement obligation is in addition to, and not in lieu of, any rights or remedies Landlord may have in the event of a breach or default by Tenant under this Lease.

The Landlord shall have the right to establish rules and regulations respecting any public Wi-Fi provided in the building, including the requirement that the content be filtered to the Landlord's specifications, to be determined by Landlord in its sole discretion.

7.3 Surrender at End of Lease Term. Any alterations, additions and improvements made by Tenant on the Leased Premises, excepting Tenant's trade fixture but including any cabling and wiring associated with the Wi-Fi Network, shall at once when made become property of Landlord and remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of the Lease Term, unless prior to the expiration or earlier termination of the Lease Term Landlord provides written notice to Tenant to remove the same, in which case Tenant shall remove the same (including any cabling and wiring associated with the Wi-Fi Network) on or before the expiration or earlier termination of the Lease Term and repair any damage resulting from such removal. If

Tenant fails to complete such removal and/or to repair any damage caused by such removal of any alterations, additions and improvements made by Tenant on the Leased Premises (including any cabling and wiring associated with the Wi-Fi Network), Landlord may do so and may charge the cost thereof to Tenant (together with a five percent (5%) supervision/administration fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after being billed for the same.

7.4 Payment for Work. All costs of any such alterations or additions under this Article 7 shall be paid promptly by Tenant so as to avoid the assertion of any mechanic's or materialman's lien. Tenant shall discharge, by bonding, payment or other means, any mechanic's lien filed against the Leased Premises or the Building within thirty (30) days after the receipt of notice thereof, and shall promptly inform Landlord of any such notice. If the lien is not discharged within said thirty (30) day period, Landlord shall have the right, but not the obligation, to discharge said lien by payment, bonding or otherwise, and the costs and expenses to Landlord of obtaining such discharge shall be paid to Landlord by Tenant on demand as additional rent. Whether or not Tenant orders any work directly from Landlord, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage, which shall vary depending upon whether or not Tenant orders the work directly from Landlord, to be established on a uniform basis for the Building) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

7.5 Protection against Liens. At least five (5) days prior to the commencement of any alterations or additions on the Leased Premises, Tenant shall notify Landlord of the names and addresses of the persons supplying labor and materials for the proposed work.

7.6 Right of Inspection. During the progress of any alterations or additions under this Article 7, Landlord or its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times

8. INSURANCE.

8.1 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply as to the Leased Premises with all insurance company requirements pertaining to the use of the Leased Premises. If Tenant's conduct or use of the Leased Premises causes any increase in the premium for such insurance policies, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. In the event that that the Tenant does not comply with the requirements of the Landlord's fire and casualty insurance, the Tenant shall reimburse or pay for, as the case may be, additional costs or expenses incurred by Landlord.

8.2 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

8.2.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Leased Premises for limits of liability not less than:

General Liability	\$5,000,000 each occurrence
	\$5,000,000 annual aggregate

General Liability insurance shall include Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Tenants insurance shall be considered primary, non-contributory, and not excess coverage.

Required limits may be satisfied through the use of both primary and umbrella (excess) policies. In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

8.2.2 Physical Damage Insurance covering (A) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Leased Premises installed by, for, or at the expense of Tenant, (B) the Tenant Improvements, including any Tenant Improvements which Landlord permits to be installed above the ceiling of the Leased Premises or below the floor of the Leased Premises, and (C) all other improvements, alterations and additions to the Leased Premises, including any improvements, alterations or additions installed at Tenant's request above the ceiling of the Leased Premises or below the floor of the Leased Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage coverage.

8.2.3 Workers' compensation insurance as required by law.

Specifically in regards to Section 8.2.1, and 8.2.2 such insurance shall: (A) name Landlord, Landlord's lenders, the lessors of a ground or underlying lease with respect to the Real Property and any other party Landlord so specifies, as an additional insured; (B) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Article 9 below; and (C) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord;

Specifically in regards to Section 8.2.1, 8.2.2, and 8.2.3 such insurance shall (A) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Real Property is located; (B) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (C) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord; and (D) insurance required shall have deductible amounts not exceeding \$50,000.00.

8.2.4 Loss-of-income, business interruption and extra-expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of loss of access to the Leased Premises or to the Building as a result of such perils.

Specifically in regards to Section 8.2.2 and 8.2.4 such insurance shall (A) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Real Property is located; (B) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (C) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord;

8.2.5 Tenant shall carry comprehensive automobile liability insurance having a combined single limit of not less than \$1,000,000.00 per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles. Required limits may be satisfied through the use of both primary and umbrella (excess) policies. In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

8.2.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Tenant shall deliver such policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. If Tenant shall fail to procure such insurance, or to deliver such policies or certificate, within such time periods, Landlord may, at its option, in addition to all of its other rights and remedies under this Lease, and without regard to any notice and cure periods set forth in Section 14.1, procure such policies

for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent within ten (10) days after delivery of bills therefor.

8.3 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

8.4 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 8, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Leased Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

9. INDEMNITY.

9.1 Mutual Indemnity. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all losses, claims and damages arising from the Indemnifying Party's use of the Leased Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Indemnifying Party in or about the Leased Premises, and shall further indemnify and hold the Indemnified Party harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Indemnifying Party's part to be performed under the terms of this Lease, or arising from any act or negligence of the Indemnifying Party or any of the Indemnifying Party's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Indemnified Party by reason of any such claim, the Indemnifying Party, upon notice from the Indemnified Party, shall defend the same at the Indemnifying Party's expense by counsel reasonably satisfactory to the Indemnified Party.

9.2 Indemnification of Other Tenants. Tenant shall indemnify and save harmless all other tenants of the Building from any loss or damage caused to the Building owing to the leakage or escape of water, gas or other substances from any pipes, machinery or equipment installed by Tenant within the Building. For purposes of this Paragraph, the Landlord shall be a Tenant of the building.

9.3 Limitation of Liability. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas or water, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Building of which the Leased Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building. In no event shall Landlord be liable for consequential damages.

10. DAMAGE, DESTRUCTION AND BUSINESS INTERRUPTION.

10.1 Repair of Damage to Leased Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Leased Premises resulting from fire or any other casualty. If the Leased Premises or any Common Areas of the Building serving or providing access to the Leased Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 10, restore the structural components of the Leased Premises and such Common Areas. Such restoration shall be to substantially the same condition of the structural components of the Leased Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, or the lessor of a ground or underlying lease with respect to the Real Property and/or the Building, or any other modifications to the Common Areas deemed desirable by Landlord, provided access to the Leased Premises and any

common restrooms serving the Leased Premises shall not be materially impaired. Upon the occurrence of any damage to the Leased Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 8.2 above pertaining to all tenant improvements and fixtures in the Leased Premises (but not Tenant's personal property), and Landlord shall repair any damage to the tenant improvements installed in the Leased Premises and shall return such tenant improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. Notwithstanding anything to the contrary herein, in no event shall Landlord be obligated to repair or restore any specialized or dedicated equipment serving Tenant, such as any cabling, wiring, supplemental utility system, telephone system or Wi-Fi Network, in which event Tenant shall not be obligated to assign or otherwise deliver to Landlord any insurance proceeds payable to Tenant under Tenants' insurance required under Section 8.2, to the extent such insurance proceeds are associated with the loss of such systems. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Leased Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Base Rent and Tenant's proportionate share of Operating Expenses to the extent Landlord is reimbursed from the proceeds of rental interruption insurance purchased by Landlord as part of Operating Expenses, during the time and to the extent the Leased Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied and used by Tenant as a result thereof.

10.2 Landlord's Option to Repair. Notwithstanding Section 10.1 above to the contrary, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within thirty (30) days after Landlord becomes aware of such damage, such notice to include a termination date giving Tenant up to one hundred twenty (120) days to vacate the Leased Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Real Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; or (iii) the damage is not fully covered by Landlord's insurance policies. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Lease Term, then notwithstanding anything contained in this Article 10, Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such casualty occurs, in which event this Lease shall cease and terminate as of the date of such notice. Upon any such termination of the Lease pursuant to this Section 10.2, Tenant shall pay the Base Rent and additional rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be discharged from all further obligations under this Lease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Lease Term.

10.3 Tenant Right to Terminate. In the event the Building or Leased Premises should suffer a casualty that is not caused by Tenant, that renders the Leased Premises untenable for Tenant's intended use of the Leased Premises for a period that is reasonably anticipated to be in excess of one hundred twenty (120) days, then Tenant may proceed to terminate this Lease by notifying Landlord in writing of such termination within thirty (30) days after Tenant becomes aware of such damage, such notice to include a termination date giving Tenant up to one hundred twenty (120) days to vacate the Leased Premises.

10.4 Tenant's Responsibilities. There shall be no abatement of rent (except as expressly provided above in Section 10.1) and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands

Landlord will not carry insurance of any kind on Tenant's furniture, furnishings and other personal property, and Landlord shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Tenant.

11. TENANT TAXES.

11.1 The parties acknowledge that, at the time of execution of this lease, the following terms are inapplicable. However, upon assignment or sublease, the following terms may become applicable in some circumstances.

11.2 Personal Property. If applicable, Tenant shall pay, prior to delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of Tenant's business operation, and/or the cost or value of any furniture, fixtures, equipment and other personal property of Tenant at any time situated upon or in the Leased Premises. Tenant shall cause all such personal property to be assessed and billed separately from the real property of Landlord.

11.3 Other Taxes for Which Tenant Is Directly Responsible. If applicable, in addition, Tenant shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord, excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when:

11.3.1 Said taxes are measured by or reasonably attributable to the cost or value of any leasehold improvements made in or to the Leased Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord;

11.3.2 Said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises or any portion of the Real Property (including the Parking Facilities);

11.3.3 Said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises; or

11.3.4 Said assessments are levied or assessed upon the Real Property or any part thereof or upon Landlord and/or by any governmental authority or entity, and relate to the construction, operation, management, use, alteration or repair of mass transit improvements.

11.4 Increase in Taxes. If applicable, if at any time during the Lease Term any of Tenant's property is assessed as a part of the Leased Premises, or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed on Tenant's property or other improvements made by Tenant, Tenant shall pay to Landlord upon demand, as additional rent, the amount of any such additional taxes as may be levied against the Building or Real Property by reason thereof.

12. COMMON AREAS.

12.1 Definition. The term "Common Areas" means all areas and facilities outside the Leased Premises provided and designated for the common use and convenience of Tenant, Landlord and other tenants of the Building, their respective officers, agents, employees, customers and invitees. Common Areas include, but are not limited to, corridors, lobbies, pedestrian sidewalks, stairways, landscaped areas, restrooms on multi-tenant floors, elevators and shipping and receiving areas of the Building.

12.2 Maintenance. Landlord agrees to maintain, operate and repair (or cause others to do so) all Common Areas and to keep same in clean and slightly condition during the Lease Term. The manner in which such areas and facilities shall be maintained and the expenditures therefor shall be at the discretion of Landlord and

as to all such Common Areas Landlord shall have the right to adopt and promulgate reasonable rules and regulations from time to time generally applicable to tenants and occupants of the Building and their employees and business invitees, including the right to restrict employees of tenants and occupants from parking in areas, if any, designated exclusively for customers of the Building. For the purpose of maintenance and repair, or to avoid an involuntary taking, Landlord may temporarily close portions of the Common Areas, and such actions shall not be deemed an eviction of Tenant or a disturbance of Tenant's use of the Leased Premises.

12.3 Tenant's Rights and Obligations. Landlord grants to Tenant, during the Lease Term, the license to use, for the benefit of Tenant and its officers, agents, employees, customers and invitees, in common with others entitled to such use, the Common Areas as they from time to time exist, subject to the rights and privileges of Landlord herein reserved. Tenant shall not at any time interfere with the rights of Landlord and others entitled to use any part of the Common Areas, and shall not store, permanently or temporarily, any materials, supplies or equipment in the Common Areas. The common areas include conference room access. Landlord and Tenant acknowledge that each respective party intends to utilize the large conference room ("Large Conference Room") which is a part of the Common Area on a pre-set schedule. Therefore, Tenant shall be granted exclusive access to the Large Conference Room on the first and third Monday of each month, unless there is a Holiday, then Tuesday. Landlord shall be granted exclusive access to the Large Conference Room on the second and fourth Monday of each month. Requests by Tenant for additional use of the Large Conference Room shall be made to Landlord and granted based on availability.

12.4 Other Telecommunication Systems in Common Areas. Landlord will provide visual and audio presentation technology in the Common Areas. Tenant shall be responsible for any additional technology equipment required by Tenant and installation of such equipment shall be made by Tenant with 48 hour notice to Landlord.

12.5 Changes to Common Area. Landlord shall have the right at any time during the Lease Term to change, alter, remodel, reduce, expand or improve the Common Areas, elevators, drains, pipes, heating and air conditioning apparatus or any other part of the Building, except the Leased Premises, without compensation to Tenant. For such purposes, Landlord or its agents or employees may, if necessary, enter, pass through and work upon the Leased Premises; provided, Landlord shall carry out such work diligently and reasonably.

13. ASSIGNMENT AND SUBLETTING.

13.1 Transfers. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, voluntarily or by operation of law, assign, sublet, encumber or transfer all or any part of Tenant's interest in this Lease or in the Leased Premises or permit any part of the Leased Premises to be used or occupied by any person other than Tenant, its employees, customers and others having lawful business with Tenant (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person or entity to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include: (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Leased Premises to be transferred (the "Subject Space"); (iii) all of the terms of the proposed Transfer and the consideration thereof, including a calculation of the Profit Rental (as defined below), in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; and (iv) current financial statements pertaining to the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Each time Tenant requests Landlord's consent to a proposed Transfer, whether or not Landlord shall grant consent, within thirty (30) days after written request by Landlord, as additional rent hereunder, Tenant shall pay to Landlord Two Thousand Five Hundred Dollars (\$2,500.00) for Landlord's review and processing fees, and, in addition, Tenant shall reimburse Landlord for any reasonable legal fees incurred by Landlord in connection with Tenant's proposed Transfer. Any attempted Transfer made without Landlord's prior consent shall be wholly void and shall constitute a breach of this Lease.

13.2 Landlord's Consent. Subject to Landlord's rights in Section 13.3 below, Landlord shall not unreasonably withhold its consent to any proposed Transfer on the terms specified in the Transfer Notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

13.2.1 The Transferee is of a character or reputation or engaged in business which is not consistent with the quality of the Building;

13.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

13.2.3 The Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space;

13.2.4 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

13.2.5 The proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease;

13.2.6 The terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or

13.2.7 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with the proposed Transferee, is negotiating with Landlord to lease space in the Building at such time.

If Landlord consents to any Transfer pursuant to the terms of this Section 13.2 (and does not exercise any of its rights under Section 13.3 below), Tenant may within six (6) months after Landlord's consent, enter into such Transfer of the Leased Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 13.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (A) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 13.2, or (B) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 13 (including Landlord's right under Section 13.3 below).

13.3 Landlord's Right to Sublet or Assume. Notwithstanding anything to the contrary contained in this Article 13, in the event of a Transfer of the entire Leased Premises, Landlord shall have the option, by giving written notice to Tenant within sixty (60) days after receipt of any Transfer Notice or any other written notice of Tenant's intent to enter into a Transfer, to recapture the Subject Space or the entirety of the Leased Premises, as determined in Landlord's sole discretion. Such recapture notice shall terminate this Lease with respect to either the Subject Space or the entire Leased Premises, as applicable, as of the date stated in the Transfer Notice as the effective date of the proposed Transfer (with respect to Landlord's recapture following receipt of a Transfer Notice), and otherwise, such termination shall be effective on the date that is sixty (60) days after Landlord's delivery of a recapture notice (and on or prior to such termination date, Tenant shall vacate and deliver exclusive possession of the Leased Premises to Landlord in the same manner and upon the same terms and conditions as provided herein for delivery at the end of the Lease Term). If this Lease is terminated with respect to less than the entire Leased Premises, the Rent reserved herein shall be prorated on the basis of the square feet of Rentable Area retained by Tenant in proportion to the square feet of Rentable Area contained in the Leased Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space or the Leased Premises under this Section 13.3, then, provided Landlord has consented to the

proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of the last paragraph of Section 13.2 above. If Landlord exercises its option to recapture the Subject Space or the Leased Premises, Tenant shall pay all brokerage commissions incurred in connection therewith.

13.4 Limitation on Profit Rental. If Tenant enters into a Transfer, Tenant shall pay to Landlord fifty percent (50%) of the Profit Rental, if any, received from the Transferee, as it is received. "Profit Rental" shall be calculated by deducting from the amount received by Tenant from the Transferee on account of the Transfer, the sum of the amounts payable to Landlord by Tenant pursuant to this Lease for the Subject Space which has been Transferred, less Tenant's costs for the Transfer, including Tenant's commissions, legal fees and marketing costs.

13.5 Continuing Obligations. No Transfer, even with Landlord's consent, shall relieve Tenant of its obligations to pay the Rent and to perform all of the other obligations to be performed by Tenant under this Lease, unless the subtenant or assignee is Landlord pursuant to Section 13.3. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subsequent Transfer, and Tenant shall offer to sublet or assign to Landlord pursuant to Section 13.3 prior to requesting consent for any subsequent Transfer.

14. TENANT'S DEFAULT.

14.1 Definition. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay when due any Rent or any other monetary sums required to be paid thereunder within five (5) days of receipt of written notice from Landlord; provided, however, a breach shall occur should Tenant receive written notice hereunder more than twice in any twelve (12) calendar month period.

14.1.2 Any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant within fifteen (15) days after notice thereof has been provided to Tenant by Landlord, or if performance is not possible within said period, any failure of Tenant to commence performance within said period and to diligently prosecute such performance to completion.

14.1.3 Intentionally creating or permitting to be created a nuisance which shall not be abated within five (5) days after written notice thereof from Landlord.

14.1.4 The taking of this Lease or Tenant's interest therein under writ of execution.

14.2 Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any other right or remedy which Landlord may have:

14.2.1 Without terminating this Lease, reenter and attempt to relet or take possession pursuant to legal proceedings and remove all persons and property from the Leased Premises. In such event, Landlord may, from time to time, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees; second, to the payment of any indebtedness other than Rent due thereunder from Tenant to Landlord; third, to the payment of Rent due and unpaid thereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rent as the same may become due and payable thereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant thereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Section 14.2.1 may be brought from time to time, on one or more occasions,

without the necessity of Landlord's waiting until expiration of the Lease Term. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over Tenant's Property or others at the Leased Premises shall be deemed unauthorized or constitute a conversion of the Leased Premises or the property of Tenant therein or termination of the Lease, Tenant hereby consenting, after any Tenant default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages by reason of such reentry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Any reentry by Landlord shall be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings.

14.2.2 WITHOUT TERMINATING THIS LEASE, DEMAND THAT ALL RENT PAYABLE BY TENANT UNDER THIS LEASE FOR THE REMAINDER OF THE LEASE TERM BE ACCELERATED AND IMMEDIATELY DUE AND OWING, DISCOUNTED TO THE PRESENT VALUE OVER THE REMAINING TERM OF THIS LEASE, USING THE PRIME RATE. TENANT FULLY UNDERSTANDS THIS PROVISION AND AGREES TO RENDER PAYMENT OF THE AMOUNTS DESCRIBED IN THIS SECTION 14.2.2 IN FULL IF SO REQUESTED BY LANDLORD.

14.2.3 Terminate this Lease and Tenant's right to possession, in which case Tenant shall immediately surrender possession. In addition to any other remedies which Landlord may have, it shall have the right to recover from Tenant: (i) the amount equal to any unpaid rent which has been earned at the time of such termination; (ii) as liquidated damages for loss of bargain, and not as a penalty, an amount equal to the excess, if any, of the aggregate amount of Rent and other charges which are Tenant's obligation to pay under this Lease for the remainder of the stated term over the aggregate of the then reasonable rental value of the Leased Premises under a lease substantially similar to this Lease for the remainder of the stated term, all of which amounts shall be discounted to present value at the Prime Rate, then in effect and shall be immediately due and payable; and (iii) all other damages and expenses which Landlord has sustained because of Tenant's default, including reasonable attorney's fees, the cost of recovering the Leased Premises, brokerage commissions and advertising expenses incurred, and expenses of remodeling the Leased Premises or any portion thereof for a new tenant, whether for the same or a different use and any special concessions made to obtain a new tenant.

14.2.4 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action as additional rent.

14.2.5 No receipt of money by Landlord from Tenant after the termination of this Lease as herein provided shall reinstate, continue or extend the Lease Term or operate as a waiver of the right of Landlord to enforce the payment of Rent or other money when due by Tenant, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises by proper remedy.

14.2.6 In addition to any other remedies Landlord may have at law or equity and/or under this Lease, Tenant shall pay upon demand all Landlord's costs, charges and expenses, including fees of counsel, agents and others retained by Landlord, whether or not suit is filed, incurred in connection with the recovery under this Lease or for any other relief against Tenant. If Landlord or Tenant shall bring any action against the other, the losing party shall pay the successful party's reasonable attorneys' fees and court costs.

14.2.7 All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to

Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

14.2.8 Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within fifteen (15) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of this Section 14; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 above; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 14.2.8 shall survive the expiration or sooner termination of the Lease Term.

14.3 Late Charges. Tenant hereby acknowledges late payment by Tenant to Landlord of Rent and other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due (subject to Tenant's right to notice under Section 14.1.1), Tenant shall pay to Landlord a late charge equal to fifteen percent (15%) of such overdue amount. The parties hereby agree such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

15. LANDLORD'S DEFAULT.

15.1 Notice to Landlord. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations.

15.2 The parties acknowledge that, at the time of execution of this lease, the following terms are inapplicable. However, upon assignment or sublease, the following terms may become applicable in some circumstances.

15.2.1 Notice to Mortgagee. If the holder of record of the first mortgage covering the Leased Premises shall have given prior notice to Tenant that it is the holder of the first mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant shall give to the holder of record of such first mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided. The holder of record of such first mortgage shall have the right, within thirty (30) days after receipt of said notice (or within such additional time as is reasonably required) to correct any such default including time to obtain possession of the Leased Premises by foreclosure or other means before Tenant may take any action under this Lease by reason of such default. Any notice of default given Landlord shall be null and void unless simultaneous notice has been given to said first mortgagee.

15.2.2 Landlord's Exculpation. Notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord (including any successor Landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to an amount which is equal to the ownership interest of Landlord in the Building and Real Property (excluding any proceeds thereof), and neither Landlord, nor any of Landlord's officers, agents, directors or employees shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

16. CONDEMNATION.

16.1 Effect of Taking. If the Leased Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty-five percent (25%) of the floor area of the Leased Premises is taken by condemnation, Tenant may, at its option, terminate this Lease as of the date the condemning authority takes possession, by providing Landlord notice in writing of its intent to terminate not later than twenty (20) days after Landlord shall have notified Tenant of the taking. Failure of Tenant to so notify Landlord shall constitute Tenant's agreement to continue the Lease in full force and effect as to the balance of the Leased Premises.

16.2 Rent Reduction. If the Lease is not fully terminated after any taking, then it shall remain in full force and effect as to the portion of the Leased Premises remaining; provided the Rent payable thereunder shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Landlord shall, at its expense, restore the remaining portion to a complete unit of like quality and character as existed prior to the condemnation.

16.3 Awards. All awards for the taking of any part of the Leased Premises under the power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee; provided, however, that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claim is payable separately to Tenant.

17. SUBORDINATION.

17.1 Subordination. This Lease, at Landlord's option, shall be subject and subordinate to the liens of any mortgages or deeds of trust and to any ground leases, in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements, or either thereof, of which the Leased Premises are a part, or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee or trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or ground lease.

17.2 Subordination Agreements. Tenant covenants and agrees to execute and deliver upon demand, without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any such ground leases, mortgages or deeds of trust as may be required by Landlord. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, or if any ground or underlying lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or underlying lease, as the case may be, if so requested to do so by such purchaser or lessor and/or if required to do so pursuant to any subordination, non-disturbance and attornment agreement executed pursuant to this Article 17, and to recognize such purchaser or lessor as the lessor under this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

18. QUIET ENJOYMENT.

Landlord agrees that Tenant, upon paying Rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Leased Premises during the Lease Term hereof, subject, however, to the terms, covenants, conditions and agreements herein referring to subordination and condemnation.

19. DELAYS.

Whenever Landlord shall be delayed or restricted in the performance of any obligation of Landlord herein (including any obligation with respect to the provision of any service or utility or the performance of work or repairs) by reason of Landlord's inability to obtain materials, services or labor required for such performance or by reason of any statute, law or regulation of a governmental entity, or by reason of any other cause beyond Landlord's control, Landlord shall be entitled to extend the time for such performance by a time equal to the extent of the delay or restriction, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

20. GENERAL PROVISIONS.

20.1 Estoppel Certificates. Tenant shall, at any time, upon not less than five (5) business days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification) and the date to which the Rent and Operating Expenses are paid in advance, (ii) acknowledging there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord thereunder or specifying such default if any exist, and (iii) containing such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagees or buyers. If Tenant fails to execute and deliver such statement within five (5) business days, it shall be deemed conclusively to have acknowledged the accuracy of the matter set forth in Landlord's statement. Upon request from time to time, Tenant agrees to provide to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements for Tenant, dated no earlier than one (1) year prior to such written request, certified as accurate by Tenant or, if available, audited financial statements prepared by an independent certified public accountant with copies of the auditor's statement. If any Guaranty is executed in connection with this Lease, Tenant also agrees to deliver to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements of the Guarantor in a form consistent with the foregoing criteria.

20.2 Transfer of Landlord's Interest. In the event of a sale or conveyance voluntarily or involuntarily by Landlord of Landlord's interest in the Leased Premises, Landlord shall be relieved from and after the date of such transfer of all liability accruing thereafter on the part of Landlord; provided, any funds in the hands of Landlord at the time of transfer in which Tenant has an interest shall be delivered to the successor of Landlord. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the transferee.

20.3 Captions. Article and paragraph captions are for convenience only and are not a part of this Lease and shall not be used for interpretation or construction of this Lease.

20.4 Time of Essence. Time is of the essence hereof.

20.5 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20.6 Modifications for Mortgagee. In the event any lending institution with which Landlord has negotiated or shall hereafter negotiate for interim or permanent financing for the Building shall require a modification of this Lease as a condition to providing such financing, Landlord shall promptly provide written notice of the requirement to Tenant. If Tenant fails or refuses to make such modification within thirty (30) days after such notice, this Lease may be terminated by Landlord at any time prior to the date on which the Lease Term commences. Provided, however, Tenant shall not be required to make any modifications which materially alters its rights and responsibilities under this Lease.

20.7 Entire Agreement. This Lease, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Leased Premises and there are no oral agreements or representations between the parties with respect to the subject matter hereof. This Lease supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

20.8 Recording. This Lease shall not be recorded and any recordation shall be a breach under this Lease.

20.9 Waiver. The waiver by Landlord of the breach of any provision herein shall not be deemed a waiver of such provision. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

20.10 Substitution of Leased Premises. Landlord shall have the right to move Tenant to other space in the Building comparable in size to the Leased Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant prior notice of Landlord's election to so relocate Tenant, and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as reasonably practicable. The new space shall be delivered to Tenant with improvements substantially similar to those improvements existing in the Leased Premises at the time of Landlord's notification to Tenant of the relocation. Simultaneously with such relocation of the Leased Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Leased Premises.

20.11 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assigning or subletting by Tenant and subject to the provisions for the transfer of Landlord's interest, this Lease shall bind the parties, their successors and assigns. This Lease shall be governed by the laws of the State of Wisconsin.

20.12 Holding Over. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the Lease Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, on the same terms and conditions as provided herein, except only as to the Lease Term; provided, however, during such period as a tenant from month-to-month, Tenant shall pay Base Rent at one hundred twenty five percent (125%) the rate payable for the month immediately preceding the date of termination of this Lease and, in addition, Tenant shall reimburse Landlord for all damages (consequential as well as direct) sustained by it by reason of Tenant's occupying the Leased Premises past the termination date.

20.13 Entry by Landlord. Landlord and its agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, to supply janitorial services and any other services to be provided by Landlord or Tenant thereunder, to show the same to prospective purchasers of the Building and make such alterations, repairs, improvements or additions to the Leased Premises or to the Building of which they are a part as Landlord may deem necessary or desirable. Tenant shall permit Landlord to show the Leased Premises to prospective tenants during the last six (6) months of the Lease Term hereof or any renewal thereto, by providing twenty four (24) hours prior written notice. If Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when such entry by Landlord is necessary or permitted thereunder, Landlord may enter by means of master key without liability to Tenant except for any failure to exercise due care for Tenant's property, and without affecting this Lease. If, during the last month of the Lease Term hereof, Tenant shall have removed substantially all of its property from the Leased Premises, Landlord may immediately enter and alter, renovate and redecorate the Leased Premises without elimination or abatement of rent or incurring liability to Tenant for any compensation.

20.14 Notices. All notices or demands of every kind required or desired to be given by Landlord or Tenant thereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after hand delivery, overnight courier or by depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant at the address set forth in Sections 3 and 5, respectively, of the Summary, or at such other place as such party may designate from time to time.

20.15 Parking. Tenant shall have the right to use, free of parking charges, the Building West lot as shown on the attached Exhibit E and Landlord shall have the right to use, free of parking charges, the Building North lot as shown on the Exhibit E for all purposes related to the Building, including the use by Landlord's, its successors and assigns, employees, vendors, guests and visitors. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by the Parking Rules and Regulations which are in effect on the date hereof, as set forth in the attached Exhibit C and all modifications and additions thereto which are prescribed from time to time for

the orderly operation and use of the Parking Facilities by Landlord and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such Parking Rules and Regulations (and all such modifications and additions thereto, as the case may be). Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Parking Facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, for a period not to exceed seventy two (72) hours, close-off or restrict access to the Parking Facilities or relocate Tenant's allocation hereunder. The parties acknowledge that Building North lot is owned by Tenant. That upon request by Landlord, Tenant shall execute and record a parking easement in favor of Landlord that shall run with the land during the term of this Lease permitting parking as described herein.

20.16 Sign Rights. Landlord shall provide space on the Building directory on the ground floor lobby of the Building for a listing identifying Tenant's name and suite number. Landlord shall also install near the entry door to the Leased Premises signage identifying Tenant's name. All such permitted signage shall use Building standard materials and lettering. Landlord shall pay for the cost of the initial installation of such permitted signage, and Tenant shall pay for the cost of any changes thereto.

20.17 Right of First Refusal. In the event Landlord decides to sell the Real Property, Tenant shall be provided a right of first refusal to purchase the Real Property according to the form Right of First Refusal, a copy of which is attached hereto as Exhibit F.

20.18 Counterparts. For the convenience of the parties, this Lease Agreement may be executed in any number of counterparts, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile and electronic transmission of any signed original counterpart transmission shall be deemed the same as the delivery of an original.

20.19 Bidding. To the extent required by Wisconsin Statutes for public entities to bid construction projects contemplated herein, both Parties shall abide by such Statutes.

20.20 Consumption of Alcoholic Beverages and Drug Use. The parties acknowledge that Landlord and Tenant both have policies restricting the use of alcohol and drugs. In the event that alcohol and/or drugs are consumed at the Building the following shall apply:

20.20.1 Tenant shall be responsible for any and all alcohol consumption or drug use at the Building by Tenant's employees and invitees and Tenant shall be responsible for payment of any damages resulting therefrom.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: MENASHA JOINT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

TENANT: CITY OF MENASHA

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All of Lots Eleven (11), Twelve (12), Thirteen (13), Forty-four (44), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), and that part of Lot Forty-three (43), lying South of the North line of Lot Twenty-three (23), extended East all in Block Seven (7), PLAT OF THE TOWN OF MENASHA, 2nd Ward, City of Menasha, Winnebago County, Wisconsin.

Parcel Identification Numbers: 702-0069 and 702-0070

EXHIBIT B
FLOOR PLAN

LEGEND

SHARED SPACE

MENASHA JOINT SCHOOL DISTRICT

CITY OF MENASHA

1 first floor plan

1/8" = 1'-0"

NORTH

blue design group, llc.

202 West Main, PO Box 357
Phone: (920) 841-BLUE

Hortonville, WI 54944
Fax: (920) 779-0521

MENASHA

JOINT SCHOOL DISTRICT

Building Alteration for:

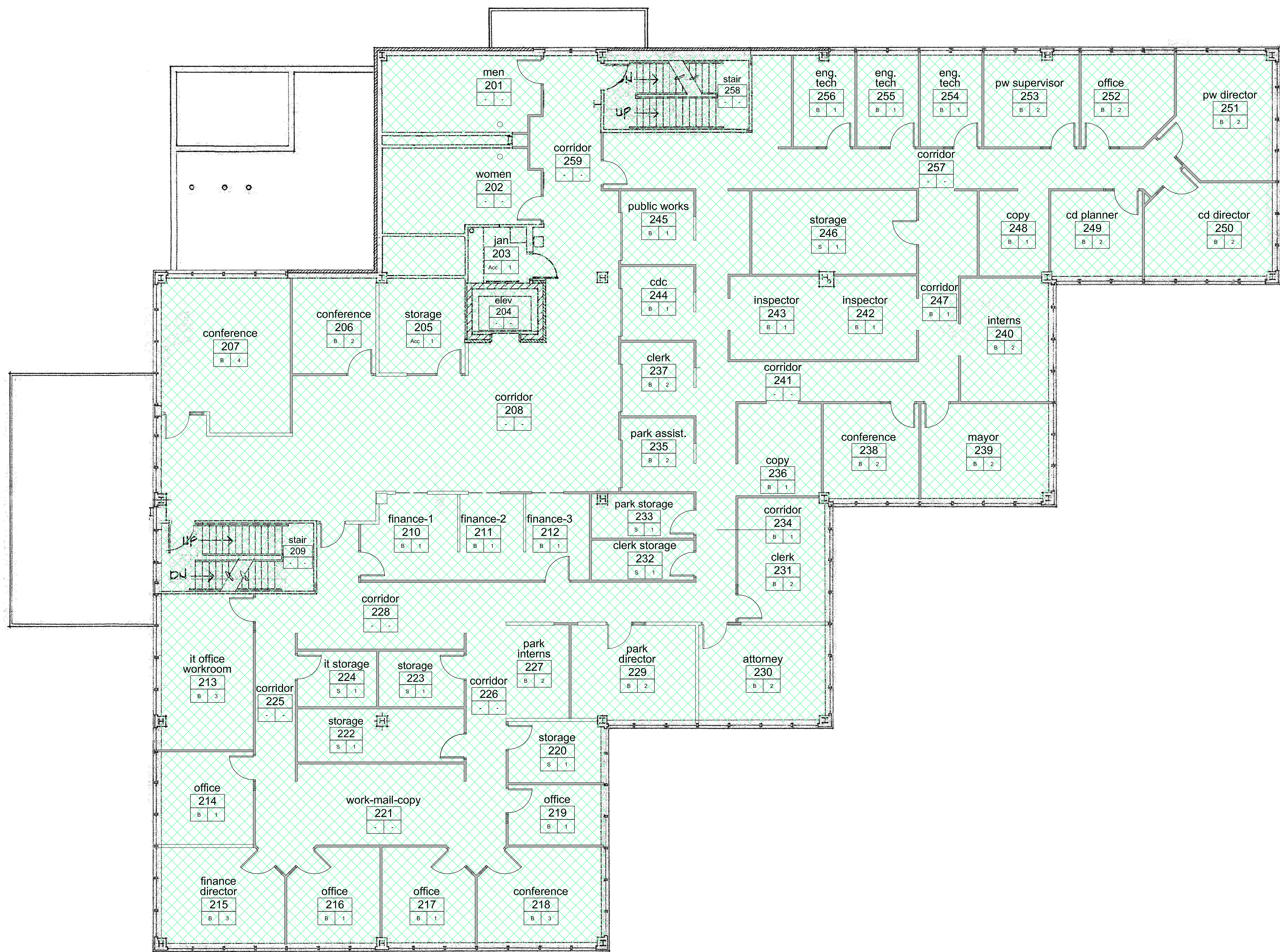
Menasha Joint School District Office Building

100 Main Street

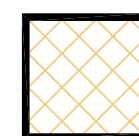
Menasha, Wisconsin 54952

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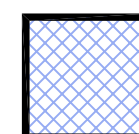
PROJECT #	
16-009	
DATE	
9-28-16	
REVISION	DATE
DRAWING #	
A2.1	



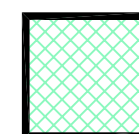
LEGEND



SHARED SPACE

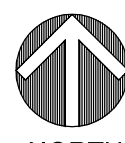


MENASHA JOINT SCHOOL DISTRICT



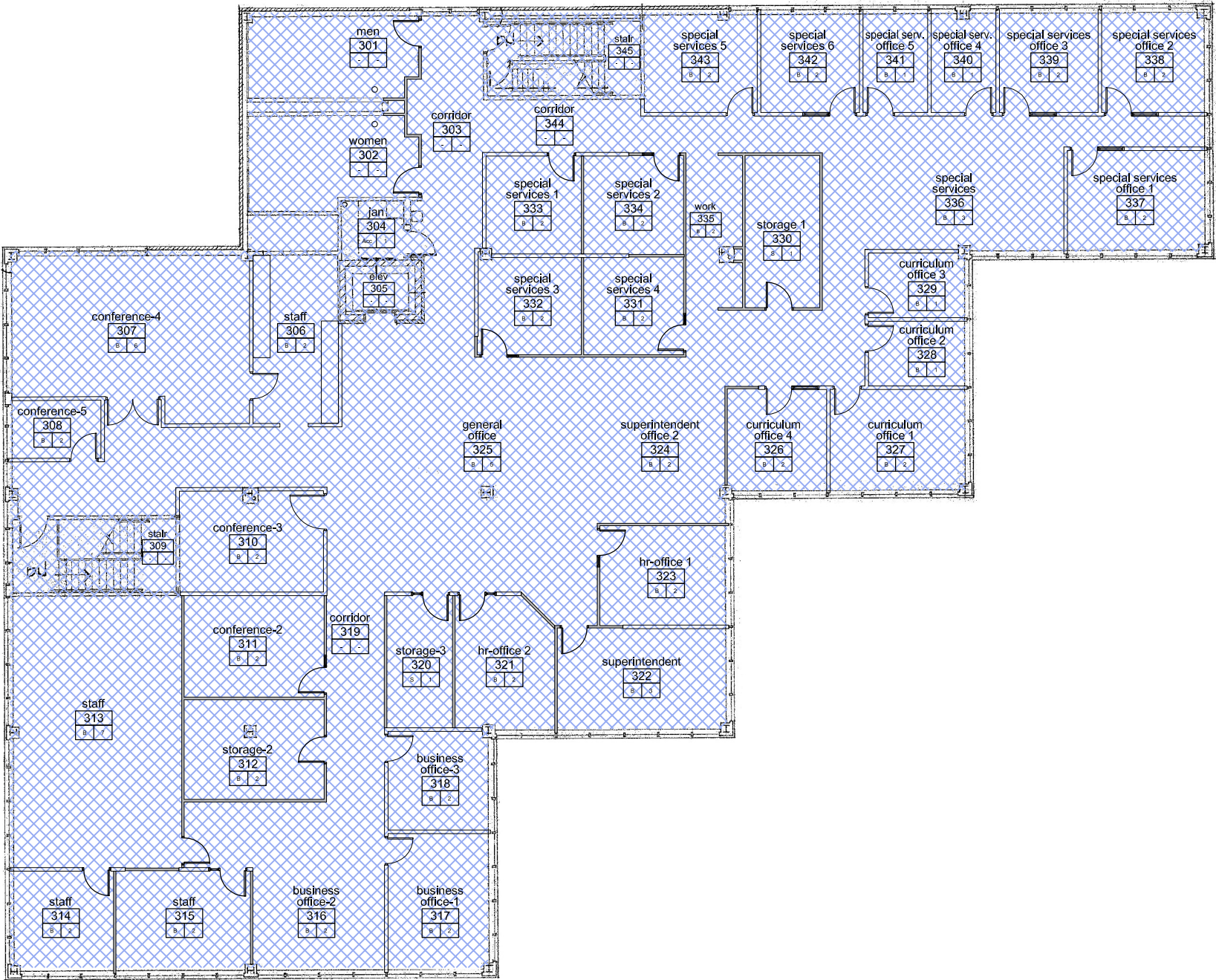
CITY OF MENASHA

1 second floor plan
1/8" = 1'-0"



NORTH





1 third floor plan
1/8" = 1'-0"



LEGEND



SHARED SPACE



MENASHA JOINT SCHOOL DISTRICT



CITY OF MENASHA



Building Alteration for:
Menasha School District Office Building
100 Main Street
Menasha, Wisconsin 54952

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BLUE DESIGN GROUP, LLC.

PROJECT #
16-009

DATE
9-28-16

REVISION	DATE

DRAWING #
A2.3

blue design group, llc.
202 West Main, PO Box 357
Hortonville, WI 54944
Phone: (920) 841-BLUE
Fax: (920) 779-0521

EXHIBIT C

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations and the Parking Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations and/or the Parking Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building and/or the Real Property.

1. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security systems within and to the Leased Premises. A reasonable number of keys to the locks on the entry doors of the Leased Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or earlier termination of the Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks in or for the Leased Premises, all such locks and key systems must be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Leased Premises, unless electrical hold backs have been installed. Sidewalks, doorways, passages, entrances, vestibules, halls, stairways and other Common Areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Leased Premises, and Tenant, its employees and agents shall not loiter in the entrances or corridors.

3.a. At least twenty-one (21) days prior to occupancy by Tenant, Tenant shall request from Landlord the quantity of door access cards ("Access Card(s)") necessary for the Building. Building access shall be provided in two tiers: 1.) "Tenant-Employee Access" and 2.) "Tenant-Administrative Access." The request shall include the number of Access Cards required for Tenant-Employee Access and the number of access cards required for Tenant-Administrative Access and the name of each employee/administrator receiving access. Tenant-Employee Access to the Building shall be restricted to 5 a.m. to 10 p.m., Monday through Friday. Tenant-Administrative Access to the Building shall be available 24 hours a day, 7 days a week. Access Cards shall include Tenant's name and address and Landlord shall supply lanyards and beltclips with the Access Cards. Access Card assignment is the sole responsibility of Tenant and Landlord shall not be responsible for any errors in Access Card assignment, unless such error was the result of Landlord's reckless action or inaction.

3.b. Access cards are not to be lent, loaned or shared. Each access card will identify the applicable employee or administrator for security purposes.

3.c. Lost, stolen or damaged Access Cards shall be reported to Landlord's technology designee within twenty-four (24) hours so that the Access Card can be disabled. A lost Access Card may be re-enabled if it is subsequently found. Replacement Access Cards shall cost Tenant \$10 per Access Card, said \$10 being due prior to pickup of the replacement Access Card.

3.d. On or before the Expiration Date, Tenant shall return all Access Cards and remit payment of \$25 per Access Card for any missing Access Cards. Information necessary to disable any missing Access Cards shall be provided by Tenant. Failure to cooperate with Landlord in disabling any missing Access Cards at the Expiration Date shall be reflected in the balance of the security deposit returned to Tenant.

3.e. From time to time, Tenant may require public access to the building outside of normal business hours. Tenant shall provide 24-hour notice to Landlord's technology designee of all such requests.

3.f. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant and its employees and agents shall ensure that the doors to the Building are securely closed and locked when leaving the

Leased Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing.

3.g. Access to the Building and/or the Real Property may be refused unless the person seeking access has proper identification or has a previously arranged pass for such access. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building and/or the Real Property of any person.

3.h. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or the Real Property during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants and/or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours' prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from such activity described herein. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with such activity described herein, Tenant shall be solely liable for any resulting damage or loss.

6. Landlord shall have the right to control and operate the public portions of the Building and Real Property, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord shall have the right to remove any signs, advertisements, and notices not approved in writing by Landlord without notice to and at the expense of Tenant. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

8. The requirements of Tenant will be attended to only upon application at the management office of the Real Property or at such office location designated by Landlord.

9. Tenant shall not disturb (by use of any television, radio or musical instrument, making loud or disruptive noises, creating offensive odors or otherwise), solicit, or canvass any occupant of the Building and/or the Real Property and shall cooperate with Landlord or Landlord's agents to prevent same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

11. Tenant shall not overload the floor of the Leased Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Leased Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Leased Premises (but at the end of the Lease Term, Tenant shall repair any holes and other damage to the Leased Premises resulting therefrom).

12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Leased Premises without the written consent of Landlord. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

13. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Leased Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

14. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Leased Premises, Building and/or about the Real Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Leased Premises or any other portion of the Real Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Leased Premises, or permit or allow the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building and/or the Real Property by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

16. Tenant shall not bring into or keep within the Real Property, the Building or the Leased Premises any animals (except duly licensed service animals that assist persons with documented medical disabilities), birds, fish tanks, bicycles or other vehicles.

17. Tenant shall not use or occupy the Leased Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Leased Premises, the Building and/or the Real Property. Tenant shall not use, or permit any part of the Leased Premises to be used, for lodging, sleeping or for any illegal purpose.

18. No cooking shall be done or permitted by Tenant on the Leased Premises, nor shall the Leased Premises be used for the storage of merchandise or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, microwave ovens may be used in the Leased Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

19. Landlord will approve where and how telephone and telegraph wires and other cabling are to be introduced to the Leased Premises. No boring or cutting for wires shall be allowed without the consent of Landlord, which shall not be unreasonably conditioned, withheld or delayed. The location of telephone, call boxes and other office equipment and/or systems affixed to the Leased Premises shall be subject to the approval of Landlord. Tenant

shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

20. Landlord reserves the right to exclude or expel from the Building and/or the Real Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations or cause harm to Building occupants and/or property.

21. All contractors, contractor's representatives and installation technicians performing work in the Building or at the Real Property shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

22. INTENTIONALLY DELETED.

23. Tenant at all times shall maintain the entire Leased Premises in a neat and clean, first class condition, free of debris. Tenant shall not place items, including, without limitation, any boxes, files, trash receptacles or loose cabling or wiring, in or near any window to the Leased Premises which would be visible anywhere from the exterior of the Leased Premises.

24. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, including, without limitation, the use of window blinds to block solar heat load, and shall refrain from attempting to adjust any controls. Tenant shall comply with and participate in any program for metering or otherwise measuring the use of utilities and services, including, without limitation, programs requiring the disclosure or reporting of the use of any utilities or services. Tenant shall also cooperate and comply with, participate in, and assist in the implementation of (and take no action that is inconsistent with, or which would result in Landlord, the Building and/or the Real Property failing to comply with the requirements of) any conservation, sustainability, recycling, energy efficiency, and waste reduction programs, environmental protection efforts and/or other programs that are in place and/or implemented from time to time at the Building and/or the Real Property, including, without limitation, any required reporting, disclosure, rating or compliance system or program (including, but not limited to, any LEED [Leadership in Energy and Environmental Design] rating or compliance system, including those currently coordinated through the U.S. Green Building Council).

25. Tenant shall store all its recyclables, trash and garbage within the interior of the Leased Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of recyclables, trash and garbage in the city in which the Real Property is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

26. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant shall assume any and all responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed, when the Leased Premises are not occupied, or when the entry to the Leased Premises is not manned by Tenant on a regular basis.

28. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or

other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

29. The washing and/or detailing of or, the installation of radios, telephones in or general work on, automobiles shall not be allowed on the Real Property, except under specific arrangement with Landlord.

30. Food vendors shall be allowed in the Building upon receipt of a written request from Tenant delivered to Landlord. The food vendor shall service only the tenants that have a written request on file in the management office of the Real Property. Under no circumstance shall the food vendor display their products in a public or Common Area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

31. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

32. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Leased Premises and/or the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Leased Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Leased Premises) as a non-smoking building.

33. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Leased Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume, and Tenant shall have no claim for damages against Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, or agents in connection therewith.

34. No tents, shacks, temporary or permanent structures of any kind shall be allowed on the Real Property. No personal belongings may be left unattended in any Common Areas.

35. Landlord shall have the right to prohibit the use of the name of the Building or Real Property or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Real Property or the desirability thereof. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

36. Landlord shall have the right to designate and approve standard window coverings for the Leased Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Leased Premises while they are exposed to the direct rays of the sun.

37. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

38. Tenant shall comply with all Building security procedures as Landlord may effectuate.

39. Tenant shall at all times cooperate with Landlord in preserving a first-class image for the Building.

PARKING RULES AND REGULATIONS

1. Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Real Property. The Parking Facilities may not be used by Tenant or its agents for overnight parking of vehicles. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

2. Tenant (including Tenant's employees and agents) will use the parking spaces solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities.

3. Vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.

4. All directional signs and arrows must be observed.

5. The speed limit shall be 5 miles per hour.

6. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

7. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

- (a) areas not striped for parking;
- (b) aisles;
- (c) where "no parking" signs are posted;
- (d) ramps; and
- (e) loading zones.

8. Parking stickers, key cards and any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking passes and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.

9. No exception to these Parking Rules and Regulations is permitted without the consent of the Landlord.

10. Loss or theft of parking passes, identification, key cards or other such devices must be reported to Landlord immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to Landlord immediately.

11. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

12. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

13. Landlord will not be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or

cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or parking operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord, any parking operator and their respective agents and employees harmless from and against any and all claims, demands, and actions arising out of the use of the Parking Facilities by Tenant and its employees and agents, whether brought by any of such persons or any other person.

14. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, (ii) in any way or manner reasonably objectionable to Landlord, or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

15. Tenant's right to use the Parking Facilities will be in common with other tenants of the Real Property and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces or areas for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

16. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable control, Tenant's inability to use the parking spaces will not subject Landlord to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Parking Facilities, or any equipment, fixtures, or signs used in connection with the Parking Facilities and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

17. Tenant has no right to assign or sublicense any of its rights in the parking passes, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking passes among its employees.

Tenant shall be responsible for the observance of all of the Rules and Regulations and Parking Rules and Regulations in this Exhibit C by Tenant's employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of the Rules and Regulations and/or Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations and/or Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations and/or Parking Rules and Regulations against any or all tenants of the Building and/or the Real Property. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations and/or the Parking Rules and Regulations, or to make such other and further reasonable Rules and Regulations and/or Parking Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, Building and Real Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these Rules and Regulations and Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Leased Premises.

EXHIBIT D
FORM OF ESTOPPEL CERTIFICATE

[]

Re: Lease Agreement (the "Lease") between Menasha Joint School District, as Landlord ("Landlord"), and City of Menasha, as Tenant ("Tenant"), dated as of _____, 2016, for approximately [] square feet of space in that certain building located at 100 Main Street, Menasha, Wisconsin (the "Project"), as amended by the following amendments: [] **list all amendments or insert the word "None"**

Ladies and Gentlemen:

Tenant understands that [] (together with any successors or assigns or subsequent holders of the Loan, the "Lender") has made a loan (the "Loan") to Landlord ("Borrower") to be secured by the Project. Tenant presently leases premises within the Project pursuant to the Lease, and, in connection with the foregoing, Tenant does hereby certify to Borrower and Lender and its successors and assigns as follows:

(a) The Lease is in full force and effect; there are no amendments or modifications of any kind to the Lease except as referenced above; there are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the premises leased under the Lease; and Tenant has not given Landlord any notice of termination thereunder, **[other than _____ list or delete bracketed words];**

(b) There has not been and is now no subletting of the leased premises, or any part thereof, or assignment by Tenant of the Lease, or any rights therein, to any party;

(c) A security deposit in the amount of \$ _____ has been given by Tenant under the terms of, or with respect to, the Lease;

(d) No uncured default, event of default, or breach by Landlord exists under the Lease, no facts or circumstances exist that, with the passage of time, will or could constitute a default, event of default, or breach under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease;

(e) Tenant is in full and complete possession of its leased premises in the Project and has accepted its leased premises in the Project, including any work of Landlord performed thereon pursuant to the terms and provisions of the Lease, and all common areas of the Project (including, without limitation, parking areas, sidewalks, access ways and landscaping) are in compliance with the Lease and are satisfactory for Tenant's purposes, **[other than _____ list or delete bracketed words];**

(f) Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease. Tenant is current with respect to, and is paying the full rent and other charges stipulated in the Lease (including, without limitation, common area maintenance charges) with no offsets, deductions, defenses or claims; and Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification;

(h) Tenant is not entitled to any concession or rebate of rent or other charges from time to time due and payable under the Lease, and there are no unpaid or unreimbursed construction allowances or other offsets due Tenant under the Lease;

(i) The current monthly estimated charge for insurance paid by Tenant under the Lease is \$ _____;

(j) The current monthly base rent under the Lease is \$ _____ and has been paid by Tenant through _____;

(k) Tenant is open for business and in operation in the Project;

(l) Tenant agrees to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender: []

(m) The undersigned representative of Tenant is duly authorized and fully qualified to execute this instrument on behalf of Tenant thereby binding Tenant;

(n) Tenant agrees that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender and appropriate agreement of attornment to Lender and any subsequent titleholder of the Project. So long as Tenant is not in default under its Lease, the Tenant's interests under the Lease shall not be disturbed by the Lender or any purchaser at a foreclosure sale.

(o) Tenant acknowledges that the initial term of the Lease commenced on _____, and shall expire on _____, unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the lease term, except as follows: [_____ if none, insert "None"]

(p) Tenant has an option or right to purchase the property of which the demised premises are a part of in the event Landlord decides to sell the Premises.

(q) Tenant understands and acknowledges that Lender has made the Loan to Borrower and received, as part of the security for such loan (i) a Deed of Trust encumbering Borrower's fee interest in the Project (of which the demised premises are a portion) and the rents, issues and profits of the Lease (the "Mortgage"), and (ii) an Assignment of Leases and Rents ("Assignment of Leases") which affects the Lease, and that Lender (and persons or entities to whom the Mortgage and/or Assignment of Leases may subsequently be assigned) is relying upon the representations and warranties contained herein in continuing to make the Loan. Further, Tenant has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the aforesaid Loan secured by the Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and/or the Lease, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender (or any future lender) or as otherwise required pursuant to such notice. Tenant agrees to notify Lender of any default(s) by Landlord under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease.

Tenant acknowledges and agrees that Landlord and Lender shall be entitled to rely on Tenant's certifications set forth herein. Tenant hereby further agrees for a period of sixty (60) days from the date hereof to notify Landlord and Lender in writing at the address set forth above of any changes in the truth and accuracy of any of the certifications contained herein promptly upon Tenant's learning of each such change.

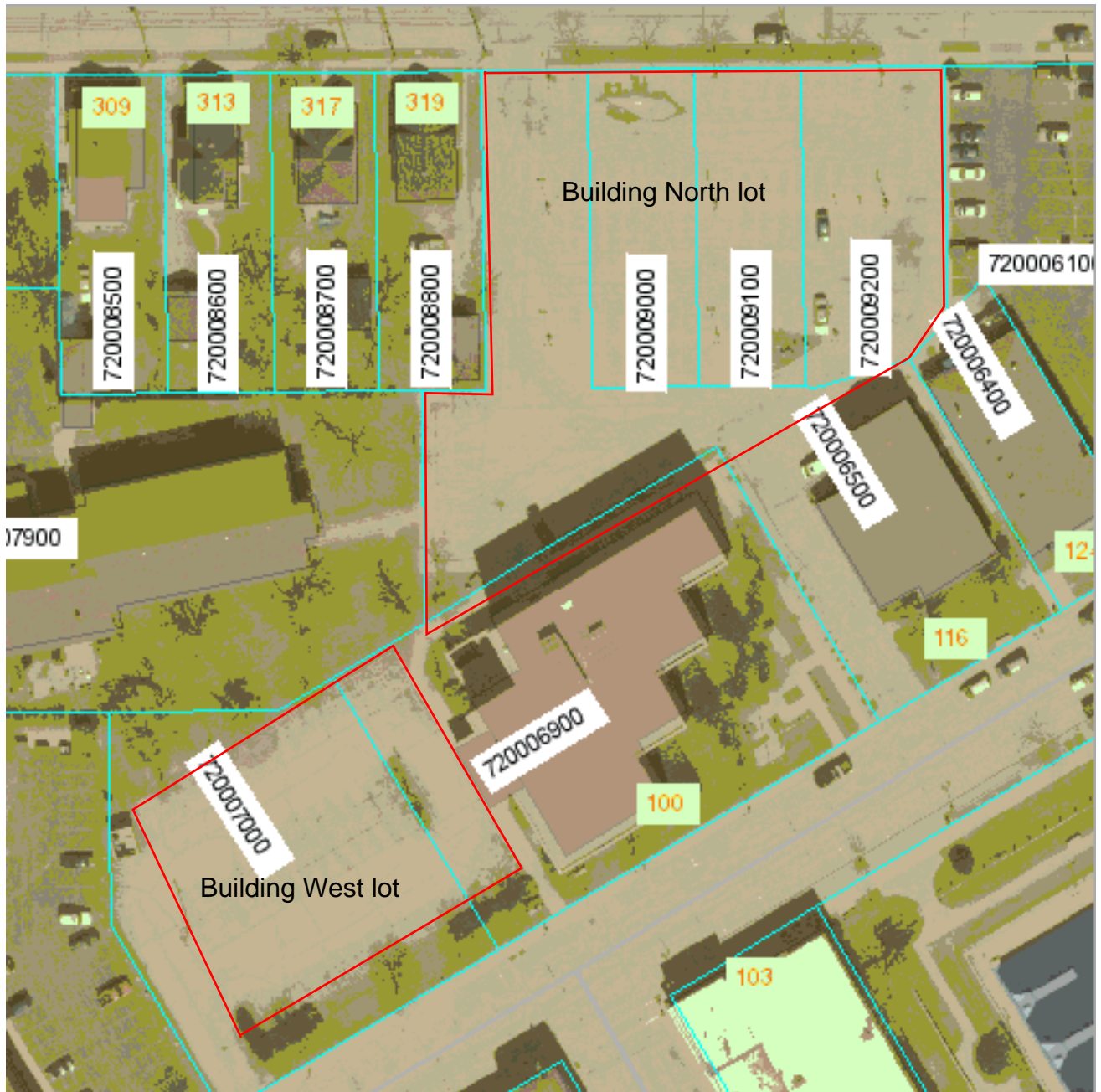
IN WITNESS WHEREOF, Tenant has executed this instrument this ____ day of _____, 20____.

TENANT:

CITY OF MENASHA

By: _____
Name: _____
Title: _____

EXHIBIT E
PARKING MAP



RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("Agreement") is entered into this ____ day of _____, 20____ by and between the [FIRST PARTY], a Wisconsin corporation (the "[FIRST PARTY]") and [SECOND PARTY], a Wisconsin corporation, (the "[SECOND PARTY]") pursuant to that certain Lease Agreement entered into by and between [FIRST PARTY] and [SECOND PARTY] for the lease of the real property described on the attached Exhibit A.

1. Rights of First Refusal. In the event that the [FIRST PARTY], or any entity affiliated with the [FIRST PARTY], proposes to sell, transfer, or otherwise dispose of, whether with or without consideration, (collectively, a "**Transfer**") the [FIRST PARTY]'s interest in all or any part of any parcel of real estate, and/or any improvements thereon, constituting or being a part of the property identified on the attached Exhibit A, to a party other than [SECOND PARTY] or except as otherwise permitted herein, [SECOND PARTY] shall have a right of first refusal to purchase the same (the "**Right of First Refusal**"). Accordingly, before the [FIRST PARTY] may Transfer the Subject Property (as defined below), the [FIRST PARTY] shall first offer in writing to sell to [SECOND PARTY] the Subject Property in accordance with the terms described in this Section 1 (the "**Section 1 Offer**"). For the purposes of this Section 1, references to the "**Subject Property**" shall mean the real estate identified on the attached Exhibit A, and any improvements thereon, that [FIRST PARTY] intends to Transfer to a party other than an entity affiliated with the [FIRST PARTY].
 - a. Transfer. The [FIRST PARTY] may transfer fee simple interest to any other entity affiliated with the [FIRST PARTY] without offering [SECOND PARTY] the Right of First Refusal.
 - b. Continuing Obligation. This Right of First Refusal is intended to run with the land and shall be a continuing obligation of the successor owner(s) to the [FIRST PARTY], subject to Paragraph (1)(g) below.
 - c. Requirements of Section 1 Offer. The Section 1 Offer shall identify the Subject Property and shall further state the name and address of the prospective purchaser(s) (who shall be a fully disclosed principal), the proposed purchase price, the terms of payment of the proposed sale, and all other material terms and conditions of the proposed sale.
 - d. Offer to Sell. The Section 1 Offer shall constitute the [FIRST PARTY]'s offer to sell the Subject Property to the [SECOND PARTY] on terms not less favorable than the terms and conditions set forth in the Section 1 Offer.
 - e. Acceptance of Section 1 Offer. To exercise a Right of First Refusal given hereunder and accept the Section 1 Offer, the [SECOND PARTY] must deliver to the [FIRST PARTY], no later than 5:00 p.m. (Central time) on the date which is sixty (60) days from the date on which [SECOND PARTY] receives the Section 1 Offer from [FIRST PARTY], written notice (an "**Acceptance Notice**") informing the [FIRST PARTY] of the [SECOND PARTY]'s decision to exercise the Right of First Refusal and therefore accept the Section 1 Offer.
 - f. Failure to Accept Section 1 Offer. If the [SECOND PARTY] fails to timely deliver an Acceptance Notice to the [FIRST PARTY], then the [FIRST PARTY]

may, provided that closing for the Transfer occurs within one hundred twenty (120) days of the date on which [SECOND PARTY] receives the Section 1 Offer from [FIRST PARTY], Transfer the Subject Property to, but only to, the prospective purchaser identified on the Section 1 Offer at, but only at, the purchase price identified in the Section 1 Offer, and on, but only on, the same material terms and conditions described in the Section 1 Offer. If the [FIRST PARTY] fails to close on said Transfer within the above-referenced one hundred twenty (120) day period or if [FIRST PARTY] varies the terms of Transfer from those described in the Section 1 Offer, then [FIRST PARTY] must, again, offer the Subject Property for sale to [SECOND PARTY] in accordance with the Right(s) of First Refusal granted hereunder.

- g. Termination of Right of First Refusal. Notwithstanding anything in this Agreement to the contrary, the Right of First Refusal granted to [SECOND PARTY] hereunder shall expire as of 11:59 p.m. on _____, 20____.

2. Miscellaneous.

- a. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one in the same agreement, and shall become effective when one or more of such counterparts has been signed by each of the parties and delivered to the other party.
- b. Entire Agreement. There are no other oral or written agreements or representations between the parties hereto affecting the transactions contemplated hereby, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, and understandings, if any, between the parties with respect to the subject matter hereof. This Agreement may be modified or altered only by an agreement in writing signed by the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Agreement.
- c. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.
- d. Notices. All notices, demands, deliveries, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by facsimile, sent by nationally recognized overnight express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

If to [FIRST PARTY]:
[FIRST PARTY]
Attn:
[STREET ADDRESS]
[CITY/STATE/ZIP]
Fax: _____

If to [SECOND PARTY]:
[SECOND PARTY]
Attn:
[STREET ADDRESS]
[CITY/STATE/ZIP]
Fax: _____

Except as otherwise expressly provided herein, each notice, demand, delivery, and other communication (i) shall be effective two (2) business days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid; (ii) shall be effective upon sending when sent by facsimile (with proper evidence of receipt of delivery); (iii) shall be effective one (1) business day after dispatch when dispatched through a nationally recognized overnight express carrier; and (iv) shall be effective upon delivery when hand delivered. Either party may change its address or facsimile number by a communication in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

[FIRST PARTY]

[SECOND PARTY]

By: _____
Name:
Its:

By: _____
Name:
Its:

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF: _____)

STATE OF _____)
)ss
COUNTY OF: _____)


Personally came before me on this _____ day of _____, 20____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Personally came before me on this _____ day of _____, 20____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

Notary Public, State of _____
My Commission expires: _____

EXHIBIT A
Identification of Subject Property

	<i>School District:</i>	Menasha Joint School District 328 Sixth Street Menasha, WI 54952 920.967.1999
	<i>Review Date(s):</i>	May 15, 2015
	<i>Program Coordinator:</i>	Supervisor of Buildings, Grounds, and Safety
<p align="center"><i>Board Policy-7460 Conservation of Natural and Material Resources Administrative Guidelines and Procedures</i></p>		

I. Introduction

The increasing costs of natural energy resources coupled with the growing need to inhibit pollution, the District will implement strategies which will conserve all forms of energy used and ensure proper recycling of reusable materials.

The Board of Education directs the Superintendent to develop and implement both immediate and long range plans to meet these concerns. The Board of Education expects that the administrative guidelines and procedures established will be properly observed by all members of the staff and strongly supported both in the educational program and in staff interactions with students.

As directed in Menasha Joint School District Board Policy 7460 on Conservation of Natural Resources, the following guidelines have been adopted and are applicable to all district personnel and facilities. The District Administration Team shall be responsible for the total energy usage of their facility and shall help implement conservation procedures as written within these guidelines. All employees are responsible for applying these guidelines and for reporting equipment problems or concerns. The District Supervisor of Buildings, Grounds and Safety will maintain an energy benchmarking portfolio and track district energy use, conservation and provide direction to ensure the best operation of all district building systems.

The implementation of these guidelines will not impair the educational environment and are intended to assist with energy conservation and will enable the directing of funds towards the education of the District's students.

II. Energy Conservation

Energy conservation is not a one-time activity or project. It is an on-going responsibility, requiring daily attention and providing daily opportunities. Reducing energy usage in Menasha Joint School District helps manage utility budgets and reduce the demand for fossil fuels and generation of related air emissions.

III. District Administration

Energy conservation starts here. District Administrators are in position to provide strong leadership in the area of energy conservation. Building users, staff, and maintenance look for leadership in this area and for clear direction and purpose. The management of facilities is a difficult and complicated task. Energy conservation efforts impact the physical environment and individuals may not be completely comfortable with set temperatures, air movement, or other environmental variables. Maintenance staff may be asked to adjust the physical environment to address individual comfort levels.

District Administrators provide leadership and direction by reinforcing the policies that support energy conservation and working with faculty and building users to balance comfort with conservation. Clear communications regarding what to expect in work settings, support for energy conservation, and continued attention to energy conservation as a leadership and management responsibility can greatly improve the effectiveness of the district's energy use. Equally, lack of attention to energy conservation, poor role-modeling, and lack of support for building operational

decisions can undermine the effectiveness of Board Policy 7460 Conservation of Natural and Material Resources and lead to excessive use of energy in district operations.

Recognize that energy conservation is a continuing responsibility in Menasha Joint School District and not a one-time effort to address current situations. Successful energy policies are supported visibly by administrators and are continual, building on prior successes to achieve long-term success.

IV. Faculty and All Building Users

I. Operating Guidelines for Heating, Ventilation, and Air Conditioning (HVAC) Systems:

A. Air Conditioning - The following energy conservation procedures for operating air conditioning are to be observed in all buildings:

1. **Daytime Temperature** - Shall be maintained from 71 to 75 degrees when occupied by students, teachers, office personnel, custodians, and administrators. Certain areas may vary due to design of the building and HVAC system.
2. **Night Setback** – Nightly setbacks to prescribed unoccupied temperatures will begin at 6:00 pm and end at 6:00 am Monday – Friday unless covered by an approved facility request
3. **Weekends, Summer Months & School Holiday Periods** - All air conditioning systems at all facilities shall be maintained at 82 degrees if unoccupied, except in the following areas, and under the following conditions:
 - a. Sensitive electronic equipment rooms
 - b. MHS Auditorium and Field-House during properly scheduled events
 - c. Areas where maintenance or custodial work is being performed (painting, carpet cleaning, flooring work, etc.) to insure the space is dried to prevent mold growth or other complications
4. **Doors and windows** - Are to remain closed when air conditioning units are operating.

B. Heating - The following energy conservation procedures for operating heating systems are to be observed in all buildings:

1. **Daytime Temperature** - Shall be maintained from 68 to 72 degrees when occupied by students, teachers, office personnel, custodians, and administrators. Certain areas may vary due to design of the building and HVAC system.
2. **Night Setback** – Nightly setbacks to prescribed unoccupied temperatures will begin at 6:00 pm and end at 6:00 am Monday – Friday unless covered by an approved facility request.
3. **Weekends & School Holiday Periods** - All heating shall be maintained at 55 degrees. The only exception to this is if an event is covered by an approved facility request.
4. **Doors and windows** - are to remain closed when heating units are operating.

II. Guidelines for Operating Lights

The following energy conservation guidelines are to be exercised when operating lights in and around district facilities:

1. **District personnel involvement** – District personnel shall be responsible for turning OFF lights in classrooms, work areas, and offices when unoccupied, including lunches,

conference periods and before and after school if your room has the capability to switch off. If you have issues with your lights that affects the learning environment place a work request to have it evaluated or repaired.

2. **Lighting fixtures** - Lighting fixtures with "banked switching" or "dual switching" capabilities or any other special capabilities should be utilized to realize potential savings from proper use of special switching. Custodial services will use the lower switch setting when possible.
3. **Personal lamps** - For decorative use, personal lamps shall utilize energy saver fluorescent lamps or LED lamps at the faculty members own expense and shall **not** be left on after regular hours.
4. **Natural lighting** - Natural lighting capabilities should be utilized when possible.
5. **Lighting Displays** - Lighting for display purposes (trophy cases, bulletin boards, etc.) shall be turned OFF at night and for summer/winter/holiday shutdown, except for special occasions and specified security purposes. When applicable, trophy cases will be de-lamped for additional savings.
6. **Nighttime Custodial Staff** - Evening custodians shall turn lights ON only in areas where they are presently working to provide sufficient safety.
7. **Outside Lighting** - All outside lighting shall remain OFF during daylight hours.
8. **Outside Security Lighting** - As required for the security of employees and the safety of the buildings, all outside security lighting will be set to turn ON at dusk and OFF at twilight.
9. **New Lighting Controls** – Whenever possible, install motion sensor lighting controls to replace switched lighting.
10. **Medical Issues** – If there is a medical reason for departing from the lighting requirements the district shall address each issue on a case by case basis to determine an appropriate solution.
11. **Illumination Levels** - Lighting to be designed such that illumination levels fall within a given range, according to the space type. Average lighting levels are not to fall below the range's lower limit and not to exceed the range's upper limit. This is to assure all spaces are adequately lit but are not over-lit. The ranges apply to all working areas in a space, and should be sustained throughout lamp life. The following foot-candle (fc) ranges are derived primarily from *Illuminating Engineering Society of North America* (IESNA) recommended levels and NCAA gymnasium lighting best practices.

Space Type * Lighting Level Range (fc)

Classroom 30 – 50
Science Lab 50 – 70
Library 30 – 50
Office 30 – 50
Computer Lab 3 – 30
Corridor / Common Space 10 – 20
Gym (recreational) 30 – 50
Gym (standard intercollegiate) 50 – 100
Gym (WIAA broadcasting) 100 – 150
Cafeteria 10 – 20
Kitchen 30 – 50
Restroom 5 – 15
Mechanical Room 20 – 50

* IESNA recommended lighting levels to be used for other space-types not listed above.

III. Guidelines for Athletic Facilities

A. Gymnasiums

1. Lighting - District personnel shall be responsible for turning OFF lights in gymnasiums when unoccupied. If a building automation or special lighting controls are installed it will be used to its maximum potential.
2. Air Conditioning – Air conditioning will be maintained between 71 and 75 degrees if occupied and 85 degrees when unoccupied.
3. Heating – Heating will be maintained between 68 and 72 degrees if occupied and 55 degrees when unoccupied.

B. Stadium Lighting

1. Lights shall be turned on 30 minutes prior to dusk for games.

IV. Additional Guidelines

A. Approved Appliances for Classrooms and Offices – These types of appliances have been approved by the district and are allowed in classrooms and offices.

- Portable CD Player/Radio
- Clock/Radio
- Weather Radio
- Desk Clock
- Electronic Picture Frame
- Adding Machine/Calculator
- Electric Pencil Sharpener
- Electric Stapler
- Desk Top Fan
- Charger for Portable Computing/Communication Device (unplug when not in use)
- Single serve Keurig style coffee maker (turned off when not in use)
- Small Microwave Ovens that are UL Listed and Energy Star rated – will be permitted, but principal and staff will be responsible for reducing the number in buildings and responsible for the cleaning of items. District is not responsible for broken items.
- Small personal refrigerator that is UL listed and Energy Star rated. Must be clean at all times with contents labeled. During summer, the refrigerator will be cleaned and unplugged. District is not responsible for broken items.

B. Prohibited Appliances for All Areas – These are devices that are low on the “green list” and are high consumers of power. In some cases, they also present safety concerns as determined by the local fire department. In other cases, they present indoor air quality issues. If utilized in the past, these need to be removed from the classroom and/or office.

Any device or appliance classified as a “resistive heat device” must be removed.

- Electric Space Heater
- Gas Space Heater
- Toaster Oven
- Hot Plate (single or multi burner)
- Electric Griddle/Fry Pan/Wok
- Residential Coffee Makers

- Coffee Cup Warmer
- Potpourri Warmer
- Electric Candle/Warmer
- Scented Oil Warmer
- Scented Plug-In Air Freshener
- Incandescent Bulb Type Lamp
- Incandescent Bulb Type Holiday Lighting
- Lava Lamp
- Electric Blanket/Heating pad
- Electric Foot Warmer

During the school year the District will perform random inspections to ensure compliance with these guidelines. During these inspections, any prohibited appliance will be identified and removed immediately with notice provided to the room occupant. When a prohibited appliance is removed by the District during the school year, the owner will have three days to arrange pick up with the maintenance shop. If arrangements are not made to pick up prohibited appliances, they will be discarded.

Any appliance supplied by the District for support of instruction, health, and/or athletic activities or deemed necessary by the principal/director will be exempted from these guidelines. These exempted appliances must be approved by the Director of Business Services or his/her designee. Staff-break rooms and work rooms may contain a large refrigerator and a commercial coffee maker for staff use only.

- C. Placement of Furniture** - In order to provide proper operation of thermostats and sensors, furniture, equipment and electronics shall not be placed in front of or in close proximity.
- D. Business Machines/Technology** - Business machines, such as computers and/or monitors, copiers, printers and any other applicable office machinery shall be turned off when circumstances are appropriate. All district computers will be set to go to “sleep” after a long period in nonuse. However, if warm-up and start-up procedures are time consuming or complex, machines with hibernation function may remain on. The MJSD Technology Department will be involved in making these decisions.
- E. Energy Awareness** – Director of Business Services and Supervisor of Buildings, Grounds and Safety shall provide energy awareness initiatives in the District. The principal/director shall provide energy management procedures to his/her staff and be involved in periodic energy conservation inspections for compliance.
- F. Energy Management System** - As new buildings are designed and older systems replaced, an energy management system (EMS) will be installed on all electric hot water heaters and applicable gas heaters. The energy management system (EMS) shall be set for normal hours.
- G. Heaters/Boilers** - Temperature of hot water heaters/boilers shall be set as follows:
 1. Water heaters for kitchen utensil and equipment sanitation shall not exceed 125 degrees.
 2. Other domestic water heaters shall not exceed 110 degrees.
 3. All heater temperatures shall be in compliance with health department regulations.
- H. Pumps** - Hot water circulating pumps shall be examined on a unit-by-unit basis to determine necessity of daily use. Pump will be operated only for a period of specific demand.

I. Energy Audit/Reporting – Internal energy usage audits and random inspections will be conducted each year at every facility and periodic usage reports will be made to each principal/director.

J. Opportunities - Any logical or practical opportunities to conserve resources via adjustments to or limited usage of equipment and lights should be addressed appropriately. Energy use habits should be examined and adjustments made as needed.

K. Computer Server Room Temperatures –

a. Recommended Computer Room Temperature

- i. Operating expensive IT computer equipment for extended periods of time at high temperatures greatly reduces reliability, longevity of components and will likely cause unplanned downtime. Maintaining an ambient temperature range of 68° to 75°F (20° to 24°C) is optimal for system reliability. This temperature range provides a safe buffer for equipment to operate in the event of air conditioning or HVAC equipment failure while making it easier to maintain a safe relative humidity level.
- ii. It is a generally agreed upon standard in the computer industry that expensive IT equipment should not be operated in a computer room or data center where the ambient room temperature has exceeded 85°F (30°C).

b. Recommended Computer Room Humidity

- i. Relative humidity (RH) is defined as the amount of moisture in the air at a given temperature in relation to the maximum amount of moisture the air could hold at the same temperature. In a data center or computer room, maintaining ambient relative humidity levels between 45% and 55% is recommended for optimal performance and reliability.
- ii. When relative humidity levels are too high, water condensation can occur which results in hardware corrosion and early system and component failure. If the relative humidity is too low, computer equipment becomes susceptible to electrostatic discharge (ESD) which can cause damage to sensitive components.

V. Other Facilities and Infrastructure

Exterior Lighting: Evaluate the amount of exterior lighting provided around facilities and on the grounds. Lighting is required for safety, security and way finding and can be accomplished with energy-efficient fixtures. Lighting for purposes other than safety, security and way finding should be assessed and reduced as appropriate.

EXHIBIT H



Supervisor of Buildings, Grounds and Safety

328 6th Street
Menasha, WI 54952
Ph: (920) 967-1999
Fx: (920) 967-1997
elliottd@mjsd.k12.wi.us

DATE: 9/19/2016
FROM: David Elliott, District Supervisor of Buildings, Grounds and Safety
SUBJECT: Harbour Place Cleaning, Landscape to include Mowing and Snow Removal Scope

Cleaning

The following is the cleaning scope for Harbour Place:

1. All cleaning staff, dispenser supplies and equipment to accomplish below cleaning will be provided or contracted by Menasha Joint School District.
2. Cleaning services will be conducted using Menasha Joint School District contracted cleaning service Building Services Group which will be managed by Menasha Joint School District.
3. The contracted cleaning service is required to provide background checks on staff as requested.
4. Daily cleaning will be conducted from 3:30 pm to 11:30 pm not to interfere with any board or council meetings.
5. Cleaning Discrepancy Log will be provided for cleaning issues.
6. Supplies provided by Menasha Joint School District
 - a. Trash Bags for office, restrooms and staff break areas
 - b. Paper towels (economy)
 - c. Toilet tissue (economy)
 - d. Hand soap (with proper dispensers)
 - e. Hand sanitizer (with proper dispensers)

Office Area / Entrances / Conference Rooms:

Daily

- Empty and clean waste and recycling containers
- Clean all door glass inside and out
- Complete dusting and disinfecting open areas of desks, counters, phones, window sills
- Vacuum carpet and rugs
- Sweep and wet mop hard floors and steps
- Vacuum upholstered furniture as needed
- Wipe baseboards as needed
- Spot clean walls and glass

Monthly

- Edge vacuum
- Clean inside office windows
- High dusting of pictures and glass cabinets
- Dust vents

"Reaching Every Student Every Day"

Restrooms and Breakrooms:

Daily

- Empty and clean waste containers
- Refill dispensers (toilet tissue, paper towels and hand soap)
- Clean and disinfect counters, hand sinks, kitchen sinks, toilets and urinals
- Clean mirrors and polish metal fixtures
- Sweep and wet mop
- Wipe baseboards as needed

Monthly

- Dust
- *Deep carpet cleaning conducted during 3rd week of December*
- *Strip, scrub and wax any hard surface floors 1st week of July*

Landscape: (applies to building property not Riverview parking lot)

Landscape Maintenance

- Remove all trash, branches, and debris prior to mowing.
- Mowing will be conducted on an assigned day. If weather disrupts a scheduled mowing, then mowing will be conducted on the scheduled rain date.
- All turf areas will be mowed between 2.5”- 3.0.”
- Finished mowing areas shall not produce any visible grass clippings.
- No mowing is to take place when staff are in close proximity.
- All equipment safety devices, including discharge deflectors must be in place and used.
- No abrupt turning or sliding of equipment shall occur which results in turf damage.
- Property damage, personal property damage, or any injury resulting from mowing activity, will be reported in full to the District Supervisor of Buildings and Grounds within one (1) business day of the occurrence.
- All trash barrels that have a turf area located beneath will be shifted each week to mow and allow the turf to recover properly from a lack of sunlight and moisture.
- String trimming will be done around signs, curbs, and parking lot concrete stops, and along road guardrails.
- All concrete sidewalks will be edged weekly with a string trimmer and twice a year with an edging machine to maintain a visible edge between the sidewalk and turf.
- All debris will be blown / swept off of all sidewalks after mowing is completed.
- Maintain a weed free environment in all mulched beds and base of the trees. This process will include removal of weeds (a bi-weekly walk through will occur at the time of scheduled mowing) and the application of a pre/post chemical as necessary.
- Applications of pre/post chemical must be applied by a Certified Pesticide

- Applicator. Contractor shall provide the district with a copy of pesticide records.
- Re-edging of all mulched beds will occur bi-weekly with a string trimmer to ensure that a visible edge is maintained throughout the season.
- Areas inaccessible to mowers must be weed-wacked.

Spring Landscape Maintenance

- At the beginning of mowing season:
 - Remove accumulated winter trash and debris from lawns and bed areas.
 - All existing mulched beds and sidewalks shall be edged with a mechanical edger. Mulch beds are to be cleaned-out and weeded and re-mulched. Mulch to be used will be premium brown mulch.
 - At this time a pre and post emergent chemical shall be applied. All chemical application will comply with Wisconsin Pesticide rules and regulations.
 - Concurrently all shrubs and trees up to a height of 10 feet will be professionally pruned and all debris removed from the premises.

Fall Landscape Maintenance

- At the conclusion of mowing season and when the majority of leaves are off of the trees, remove accumulated fall leaves and debris from lawns and bed areas.

Snow/Ice Removal

- All parking lots and drives must be cleaned to a hazard free condition for all personnel and visitors by 6:30 a.m. weekly (including holidays) following or during the snowfall. There are no exceptions to this condition unless authorized by the District Supervisor of Buildings, Grounds and Safety. Plowing to clear snow by 6:30 a.m. is also required if snow is continuing to fall prior to that time.
- District will stake all curbs, islands, and other areas to prevent concrete, lawn and other damage.
- Any snow accumulation of one (1) inch or more automatically necessitates plowing of all areas.
- Under no circumstances are parked vehicles to be plowed in.
- All areas are to be plowed first before salting is done.
- All parking lots areas should be widened out as soon as possible after the main plowing and salting is completed. Large piles of snow at the perimeters may, at times, be required to be pushed back but only after the ground is frozen.
- Excess snow/ice shall be removed as part of the contract herein to indicated pile areas.
- Snow needs to be plowed away from the buildings and definitely never be plowed against any door, stairwells, or other emergency exit areas. Likewise, no

snow is to be pushed up against or dumped on cyclone fencing, trash dumpsters, or fire hydrants. Any repair to be done to a fence or other structure is at the cost of the contractor.

- Salting is to be sufficient to prevent slipping and sliding and uniformly spread using appropriate spreading equipment. Sand may be used only with the approval of the Supervisor of Buildings, Grounds and Safety.
- Salting is not a suitable substitute for a required plowing at any time.
- Response to emergency calls for salting and/or plowing at any time during any 24 hour period is to be immediate.
- Any damage done by plowing equipment to personal vehicles parked on school district lots is to be reported to the Supervisor of Buildings, Grounds and Safety immediately.
- Spring cleaning of areas where snow was piled up. Including, but not limited to debris in snow banks and lawn damage caused by snow banks.
- Snow / Ice on sidewalks are not the responsibility of the contractor. The contractor shall not place snow from lots / drives on sidewalks.
- **Additional Lawn/Landscape/Snow/Ice Information**
 - Initial spring and fall terminal growing season clean up and disposal of debris (including leaves).
 - Pick up and dispose of debris from lawns before and after each mowing.
 - Keep landscape neat and orderly. Weeds should never be present for more than 48 hours. Landscape rocks / woodchips should be kept in beds. Weeds should never be present in parking lots or in spaces between hard surfaces and building. Spraying a weed in landscaped area and not removing the weed is unacceptable. All weeds must be removed.
 - Trimming and pruning of shrubs and trees to be done at least twice per year.
 - Remove grass clippings from walks, parking areas and drives after each mowing. Never have clippings in city streets.



MEMORANDUM

To: City of Menasha Common Council
From: Donald Merkes, Mayor
Date: 13 October 2016
RE: Lease of 133 Water Street

Best Friends of Neenah-Menasha has come to the City of Menasha with a proposal to repurpose the former Coast Guard facility at 133 Water Street. The attached proposal envisions new siding, windows, doors in a style complementing the nautical waterfront branding Menasha has been implementing.

The proposal offers opportunities for the community including:

- Enhancement of a blighted building that could help facilitate additional development
- Public restroom facilities
- Opportunities for area youth to participate in Best Friends boat building program teaching life skills
- Concession sales to people using the trestle trail and loop the lake trail
- Kayak and/or bike rentals

There are some potential downfalls as well including:

- Conflicts with redevelopment
- Public perception of the area before redevelopment

The City is working with the owner of 95 Broad Street regarding the connection of the trestle trail to the future Water Street Riverwalk leading downtown. In addition, a new lease with Valley Marine will need to be negotiated which will likely lead to more public access and use of the riverfront in this area. Finally the 2020 CIP anticipates the reconstruction of Water Street and associated Riverwalk.

Staff does not have a recommendation at this time and is forwarding the proposal to the Common Council for consideration.

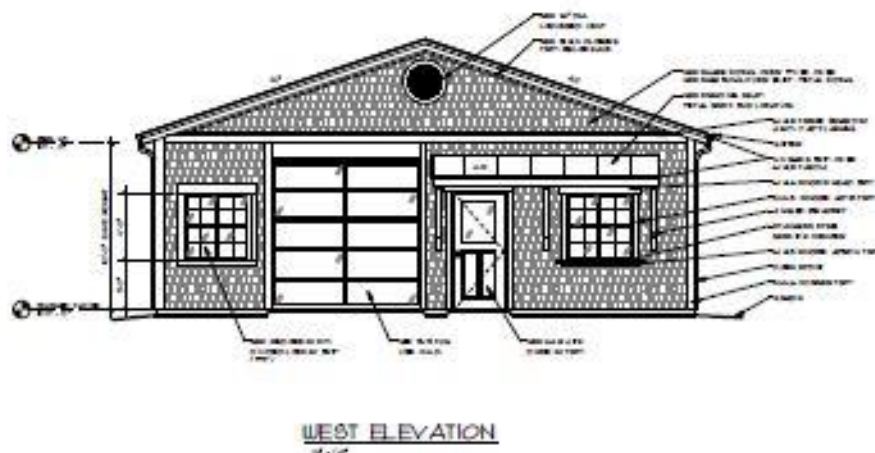
Learning Harbor Proposal

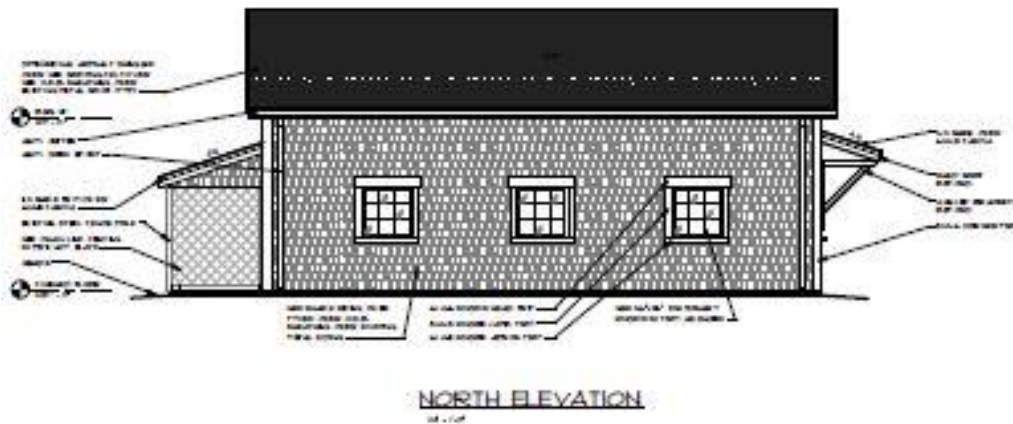
Situation

An underused portion of waterway and publically owned building in Menasha are under consideration for improvement and revitalization by Best Friends of Neenah Menasha (BFNM). The former Coast Guard station at (123 Water Street) has been vacant for 10- 15 years. BFNM is proposing a capital investment of approximately \$135,000 to open a multi-use complex to serve youth in crisis while encouraging families to enjoy Menasha's safe water access to Little Lake Butte de Morts. The Learning Harbor would encourage cross-traffic between the highly popular Trestle Trail and Menasha's business district.



The Learning Harbor will create new waterfront amenities including kayak and canoe rental, paddleboard rental and concession sales. This business venture will support new programming at BFNM, concentrating on workforce readiness skills for youth in our community. The building will also host mentoring activities focused on boat building to foster a deeper understanding of school curriculum, enhancing writing skills and math competencies.





Proposal Benefits

- Revitalizes a Community Landmark: Transforms a long-vacant asset with historic significance into a vibrant waterfront attraction, reinforcing Menasha's water heritage.
- Connects the Trestle Trail to downtown Menasha: The Learning Harbor will serve as a corridor between the Trestle Trail Loop (300,000 annual visitors) and the Riverwalk on Water Street.
- New Tourism Asset: Unique-to-the-area waterfront amenities such as canoe, kayak, paddleboard rentals with concession sales.
- Invests in Workforce Development: The Learning Harbor will support student workplace readiness skills through business planning and operation, watercraft rental, concession sales and other projects.
- Productive Land Use – Now and in the Future: New development for this site will be challenging given the close proximity to the water. However, a mutually beneficial deal will help create a city asset, helping to attract new business, with the flexibility for future development.

Proposal Deal Points

- Initial five-year contract with 2 five-year options
- City will retain ownership of the building.
- BFM will invest approximately \$135,000 in capital improvement to include:
 - Demo of fence (Fall 2016-Spring of 2017)
 - Windows and Doors (Winter 2016-2017)
 - Reconnection of utilities (Summer – Fall 2017)
 - Interior Renovation(Spring-Fall of 2017)
 - Exterior Renovation (Spring of 2018)
 - Landscaping (Spring 2018)
 - Signage (Summer 2018)
 - Exterior seating (Summer 2018)

Lease Termination

After three years, with 90 days' written notice, BFNМ agrees to relinquish the property to facilitate redevelopment with capital improvement payback as detailed below: payback would follow a straight line depreciation method based upon a ten year time frame.

- From year 3, 70% payback of all cumulative cost of capital improvements to BFNМ, not to exceed \$94,500.
- From year 5, 50% payback of all cumulative cost of capital improvements to BFNМ, not to exceed \$67,500.
- From year 7, 30% payback of all cumulative cost of capital improvements to BFNМ, not to exceed \$40,500.
- After year 10, there is no payback of capital improvement.

Operational Plan

Purpose of The Learning Harbor – To operate a community gathering place to rent watercraft and sell concessions to the public at a profit, utilizing the business as a learning experience for area youth. The Learning Harbor is a self-sustaining program that supports the mission of Best Friends of Neenah Menasha.

Open peak hours from approximately Memorial Day to Labor Day. Hours of operation TBD, but a minimum of 25 hours per week with a uniform, static schedule of operation.

Concessions to include, but not limited to, healthy, packaged snacks and grab-and-go food items, soft serve ice cream, non-alcoholic drinks, fruit, sweets and similar food items.

BFNМ intends to solicit operational partners, sponsorships, donations and in-kind trade deals to help offset costs. Partners will not include businesses that do not align with the mission of BFNМ.

Best Friends of Neenah Menasha

A 501(c)(3) youth serving organization that has been helping young people in Neenah and Menasha thrive through the power of mentoring friendships and supportive family networks for over 43 years.

We ensure all youth have the emotional, educational, and economic tools they need to thrive after high school and into early adulthood.

- Youth Empowerment: We work one-to-one or in a group setting with each child and teen to increase their developmental assets and lower risky behavior that leads to juvenile crime and victimization.
- Academic Achievement: We work with each student to remove barriers to learning and help them navigate the road to graduation.
- Strengthen Families: We connect our families to community resources to help to prevent child abuse and neglect through parent resilience, new social connections, and support in time of need.



MEMORANDUM

Date: October 11, 2016
To: Common Council
From: David Buck, CDD
RE: Special Use Permit for a Parking Lot Expansion at St. Patrick's Church at 320 Nicolet Boulevard

St. Patrick's Congregation is requesting approval of a special use permit for the expansion of the parking lot on the west side of St. Patrick's Church located at 320 Nicolet Boulevard (northeast corner of Washington Street and Nicolet Boulevard). Church uses are permitted as a Special Use in the R-1 Single Family Residence District and as such requires Common Council approval for the expanded use.

The proposed plan includes the development of a 63 foot wide by 135 foot deep (Approx. 8,500 square foot) parking lot expansion to the south of the existing drive lane entering the property from Washington Avenue. The location of the parking lot expansion is on a portion of the property formerly occupied by the middle school building, which was removed from the site in April, 2016. The parking lot expansion includes the addition of 21 code compliant parking stalls, new parking lot lighting, and the addition of substantial landscaping.


The application for the special use permit for the expansion of the parking lot was brought before the Plan Commission on October 4, 2016 with a recommendation of approval by the Community Development Department. The Plan Commission made findings that the proposed expanded special use is compatible with adjacent land uses, shall have an appearance that will not adversely affect adjacent properties, reasonably relates to the existing land use patterns of the city, and will not cause traffic hazards or congestion. They made a recommendation of approval with the following conditions:

- 1) Lighting plan, which details fixtures and demonstrates that light levels meet code requirements, be brought back to the Plan Commission for review; and
- 2) An amended landscape plan, including code compliant internal parking lot landscaping, be submitted and approved by the Department of Community Development.

Special Use Permit Location Proposed Parking Lot Expansion 320 Nicolet Blvd.



Legend

 Parcel Proposed for
Special Use Permit
Parcel ID# 3-00526-00

0 50 100 200
Feet



ORDINANCE O - 16 - 2016

AN ORDINANCE RELATING TO THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MENASHA, WISCONSIN (R. Lewis & R. Lewis, LLC.)

Introduced by Mayor Merkes at the recommendation of the Plan Commission.

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

SECTION 1: Territory Annexed. (Unanimous Annexation) In accordance with Sec. 66.0217(2) Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 21st day of September, 2016, signed by the majority of owners of land in the following described territory in the Town of Menasha, Winnebago County, Wisconsin, is annexed to the City of Menasha, Winnebago County, Wisconsin.

Legal description:

All that part of the North Twenty-seven (27) acres of the Northeast ¼ of the Northeast ¼ of Section 11, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 11; thence S89° 40' W along the North line of said Section 60.0 feet; thence S01° 39' E, 423.5 feet to the point of beginning; thence S89° 40' W, 150.0 feet; thence S01° 39' E, 220.0 feet; thence N89° 40' E, 150.0 feet; thence N 01° 39' W, 220.0 feet to the point of beginning. Said parcel containing 0.7500 acres.

Parcel No. 008-0337-01

SECTION 2: Effect of Annexation. From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Menasha for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Menasha.

SECTION 3: Pursuant to the recommendation of the Plan Commission, the temporary zoning classification for the annexed territory is C-1 General Commercial.

SECTION 4: Aldermanic District Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Aldermanic District 3, Ward 39, subject to the ordinances, rules and regulations of the City governing wards and aldermanic districts.

SECTION 5: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 6: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this ____ day of _____, 2016.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners of the following described territory located in the Town of Menasha, Winnebago County, Wisconsin, lying contiguous to the City of Menasha, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by §66.0217 of the Wisconsin Statutes, to the City of Menasha, Winnebago County, Wisconsin.

A copy of the scaled maps of the territory proposed for annexation attached hereto as Exhibit A may be inspected at the office of the Clerk of the Town of Menasha, 2000 Municipal Drive, Neenah, Wisconsin and at the office of the Clerk of the City of Menasha, 140 Main Street, Menasha, Wisconsin.

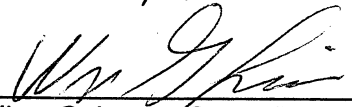
Parcel "A"

All that part of the North Twenty-seven (27) acres of the Northeast ¼ of the Northeast ¼ of Section 11, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows:

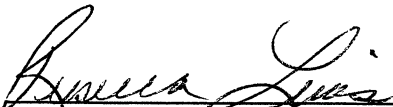
Commencing at the Northeast corner of said Section 11; thence S89° 40' W along the North line of said Section 60.0 feet; thence S01° 39' E, 423.5 feet to the point of beginning; thence S89° 40' W, 150.0 feet; thence S01° 39' E, 220.0 feet; thence N89° 40' E, 150.0 feet; thence N 01° 39' W, 220.0 feet to the point of beginning. Said parcel containing 0.7500 acres.

Parcel No. 008-0337-01

Dated this 16th day of September, 2016.



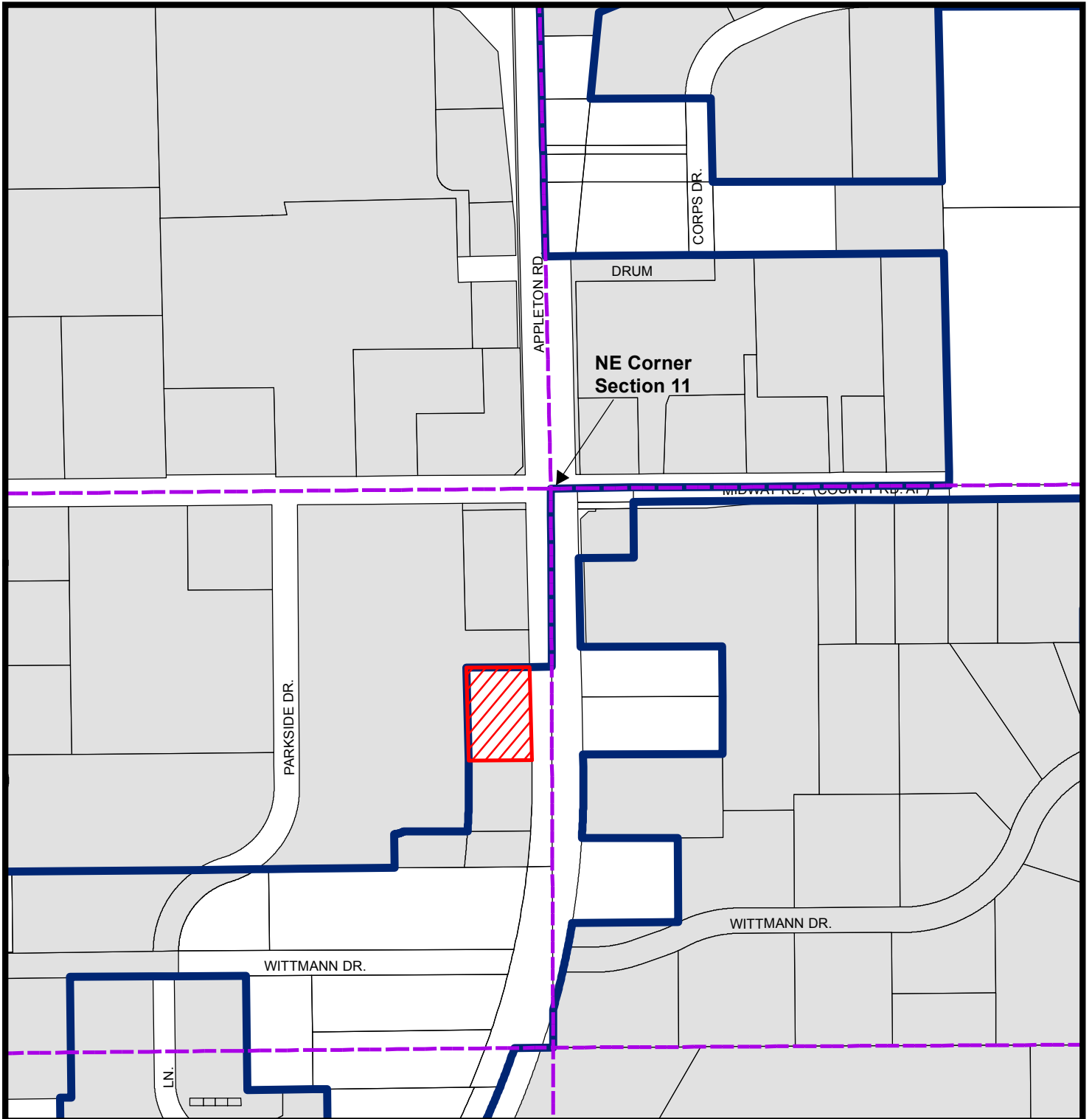
William G. Lewis, Owner/Member
R. Lewis & R. Lewis LLC
1702 Scheuring Road
De Pere, WI 54115






Rebecca Lewis, Owner/Member
R. Lewis & R. Lewis LLC
1702 Scheuring Road
De Pere, WI 54115

Exhibit A

Proposed Annexation



Legend

-  Parcel Proposed for Annexation
-  Section Lines
-  City of Menasha Corporate Limits

0 150 300 600
Feet





MEMORANDUM

Date: October 11, 2016

To: Common Council

From: David Buck, CDD

RE: Petition for Annexation – 1462 Appleton Road (Parcel # 008033701)

R. Lewis & R. Lewis LLC, property owner, is proposing direct annexation (by unanimous approval) of a single parcel of land that is 0.75 acres/32,670 square feet in size. The subject parcel is located at 1462 Appleton Road (STH 47), which is on the west side of Appleton Road approximately 400 feet south of Midway Road (County Road AP), in the Town of Menasha.

The property is currently vacant/undeveloped and has a Town of Menasha zoning designation of B-3 General Business District. Per the Intermunicipal Agreement between the City of Menasha and the Town of Menasha, the City of Menasha has the authority to annex unimproved properties in this area without detaching property equal in size to the Town of Menasha.

The City of Menasha Year 2030 Comprehensive Plan designates this area as appropriate for commercial use and the C-1 General Commercial District zoning designation is consistent with that recommendation. Additionally, the C-1 District designation is consistent with adjacent properties within the City on the north & west (supermarket) and south (vacant commercial).

The proposed annexation will not have a significant impact on the city's ability to provide services. Adding the parcel to the city will make additional land available for commercial development which will result in a slight increase in tax base when initially annexed with additional tax base when improved/developed.

The petition for annexation of 1462 Appleton Road (Parcel # 008033701) has been distributed to parties identified within the Zoning Ordinance for impact reports, which were forwarded to the Administration Committee on October 3, 2016 where the petition was then forwarded to the Common Council. The petition for annexation was brought before the Plan Commission on October 4, 2016 where it received a recommendation of approval with a temporary and permanent zoning classification of C-1 General Commercial District and findings that:

- The petition was submitted prior to the incorporation of the Town of Menasha into the Village of Fox Crossing;
- The annexation is a logical extension of the city's municipal boundary; and
- The annexation creates a favorable environment for future development of the lot and area.

Staff requests the Common Council approve Ordinance O-16-16 relating to the annexation of 1462 Appleton Road (Parcel # 008033701).



MEMORANDUM

To: Department Heads, Plan Commission, Park Board, Assessor, Menasha Utilities, Neenah-Menasha Fire Rescue and Menasha Joint School District

From: Kristi Heim, Community Development Coordinator

Date: September 27, 2016

RE: Annexation Impact Reports – Appleton Road

The Administration Committee will be considering the proposed Appleton Road annexation at its October 3, 2016 meeting, and if recommended for approval, an ordinance will be drafted for consideration by the Common Council at its October 17, 2016 meeting. **Please provide the City Clerk with your annexation impact report no later than Noon on Thursday, September 29, 2016.**

The parcel to be annexed is shown on the attached map. The total area of the annexation is .75 acres. The parcel will be zoned C-1, General Commercial District.



September 29, 2016

Memorandum


To: Debbie Galeazzi, City Clerk
From: Tim J. Montour – Engineering Supervisor
RE: Impact Report for the Proposed Appleton Road Annexation

There would be relatively minor street related costs and minor recycling and refuse costs associated with servicing the proposed Appleton Road annexation, but these costs would be easily supported by the expected added property value.

It is anticipated that no additional staffing will be needed to provide services for the proposed Appleton Road annexation area. The Department is in favor of the proposed annexation.



To: Debbie Galeazzi, City Clerk
Kristi Heim, Community Development Coordinator

From: Tim Styka, Police Chief 

Date: September 27, 2016

RE: Annexation Impact Reports – Appleton Rd.

As with any annexation by the City, the service area for the Police Department does increase. However, I do not anticipate where this annexation would have an adverse impact requiring additional staffing or equipment above our current levels.



MEMORANDUM

To: Administration Committee
From: PRD Tungate *BT*
Date: September 27, 2016
RE: Annexation Impact Report – Appleton Road

The .75 acre annexation along Appleton Road will not have any impact on City Parks and Recreation services.



Memorandum

TO: Debbie Galeazzi, City of Menasha Clerk

FROM: Kevin Kloehn, Fire Chief Neenah-Menasha Fire Rescue

DATE: September 28, 2016

RE: Impact on the .75 acre annexation on Appleton Road

In reviewing the proposed .75 acre annexation on Appleton Road, I found that the annexation would have no impact to the operations of Neenah-Menasha Fire Rescue as vacant property. However, if a structure were to be built on this property, the building would impact our inspection bureau. This would consist of up to 2 building inspections per year.

The property is well within our normal response time and protection capabilities that currently exist with Neenah-Menasha Fire Rescue.



MEMORANDUM

TO: Administration Committee

FROM: David Buck, CDD

DATE: September 28, 2016

RE: Annexation Impact Report – 1462 Appleton Road (Parcel # 008033701)

The Department of Community Development has considered potential impacts of the proposed 1462 Appleton Road (Parcel # 008033701) annexation as it relates to the duties and functions of the department as well as its relationship to the orderly growth and development of the community.

The single parcel included in this annexation request is 0.75 acres/32,670 square feet in size and is currently vacant. It is expected that this property will develop with general commercial uses.

There will be limited additional workload imposed upon the Community Development Department related to zoning, site plan review and building permit issuance and it is not anticipated that its addition to the community will have a significant impact on the capacity of the Community Development Department to complete its operational functions.

The proposed annexation is consistent with the City of Menasha Year 2030 Comprehensive Plan as well as the Intermunicipal Agreement between the City of Menasha and the Town of Menasha (boundary agreement). Adding this parcel to the city will make additional land area available for general commercial development and will result in a slight increase in tax base for the community when initially annexed with additional tax base when improved/developed.

The Community Development Department supports this annexation as a logical extension of the city's municipal boundary which is adjacent on the north, south and west sides of the subject parcel.



MEMORANDUM

To: David Buck, Community Development Director

From: Peggy Steeno, Administrative Services Director

Date: September 29, 2016

RE: Annexation Impact Report – Appleton Road Property - **REVISED**

Pursuant to City of Menasha Ordinance 13-1-123, I am providing the following report regarding the above noted proposed annexation:

- The Administrative Services Department will not require any additional full-time personnel, equipment, buildings, or other improvements if the annexation is approved.
- The Administrative Services Department will not incur any costs over and above those costs normally incurred in any annexation if the annexation is approved.
- Based upon an estimated assessed value of \$238,800, for the land only, as the building is no longer standing, at the City's current assessment rate of \$10.3383, the City would realize an increase in tax collections of approximately \$2,468.79 annually if the annexation is approved.

Due to my statements above, and the absence of any negative effects, I am recommending that the Common Council vote to approve the annexation.



RESOLUTION R-28-16

**A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL
ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES**

Introduced by Alderman Krautkramer.

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following:

A. Improvements

1. Relocation of Sanitary, Water and Storm Laterals Within Street Right of Way
2. Final Street Paving
3. Electric Service
4. Associated Engineering Costs

B. Location of Improvements

1. Lake Cottage Estates

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

3. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements.
- B. A summary of the allotted cost of the said improvements.
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement.

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.

Passed and approved this _____ day of _____, 2016.

Recommended by: Board of Public
Works

Moved:

Requires: Majority Vote

Vote: _____

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



Date: October 12, 2016

To: Menasha City Council

From: Melanie Krause, General Manager

RE: Approval of the Revenue Obligation Trust Fund Loan for the buyout of the WPPI Lease Agreement

In 2010 the Public Service Commission along with the City of Menasha approved a sale of the majority of the Electric Utility assets to WPPI Energy as well as entered into a lease agreement in order to continue to operate our municipal utility. This transaction provided a funding source to resolve the outstanding obligation with the bondholders for the Steam Utility. The transaction closed on April 6, 2011 and the lease term was set as 20 years with an annual return on investment of 6.5% however at any time the Utility has the option to buy-out the lease.

Menasha Utilities is looking to buy-out of the WPPI lease and transfer the assets back to the Utility. At the August 24, 2016 Commission meeting the Menasha Utilities Commission recommended to the City Council the approval of the Revenue Obligation Trust Fund Loan in order to accomplish this.

The Board of Commissioners of Public Lands (BCPL) State Trust Fund Loan Program has a revenue loan program that would allow the Utility to pledge the revenues of the Electric Utility for the repayment of the obligation. As part of the revenue loan agreement the Utility will be establishing a Debt Service Reserve fund equal to one years of debt payments as additional security which provides protection until a rate case would be approved by the Public Service Commission and ensures the revenues of the Utility are there to meet the obligation.

The State Trust Fund Loan Program has frequently been used by the City for General Obligation Debt. The Revenue Obligation Trust Fund Loan does include some similar covenants and some very different pledges. The Revenue Obligation Trust Fund Loan pledges the revenues of the Electric Utility generated by rates and fees to repay the Loan and not the levying of taxes on all taxable property in the City as is required for a General Obligation State Trust Fund Loan. The Revenue Obligation Trust Fund Loan does not count against the City's legal borrowing limit because it is not general obligation debt. The Revenue Obligation Loan does require a reserve account to be maintained with approximately one-year's debt service payment on deposit which is not included on the General Obligation Debt. The Revenue Obligation Loan also requires the Electric Utility to maintain rates and fees that will produce sufficient net income exceeding 1.25 times the annual debt service payment. Similar to a general obligation State Trust Fund Loan, the BCPL is required under Wisconsin Statute Section 24.70 to intercept any statements due the City of Menasha in the event of a default.

In the agreement dated August 11, 2016 the State Trust Fund Loan program extended a 90 day interest lock and requires approval by the City Council in that timeframe and documents returned to them for BCPL action. Once approved by the City Council and the BCPL the Utility would have 120 days to close on the loan with the possibility of a 30 day extension.

The Utility explored several different options with BCPL and felt the best option to maximize the savings to the customers is the one proposed. This transaction will require a slight buy-down of principal which the Utility has in reserves, decreased the term by 2 years as well as lowered the interest rate from 6.5% to 4.25% in order to provide over a \$2.7 million savings over the term of the original lease. The Utility did have some discussions whether going to the bond market would yield better results. There was a lot of uncertainty in the market and the rate we could get on revenue bonds. Going to the bond market does incur issuance costs and felt a potential interest savings would be offset. Given the interest rate we received from the state and that they have a program based on the pledge of the revenues of the Electric Utility we felt this was the best program to use to buy-out the lease.

Assuming a closing of 12/1/16 the balances and payments would be as follows:

	Lease 12/1/16	State Trust Fund	Savings
Principal Amount	\$11,135,332.42	\$10,800,000.00	
Interest Rate	6.5% interest	4.25% interest	
Term	4/6/31	3/15/29	
Monthly Payment	\$ 99,328.87	\$ 98,438.34	\$890.53
Annual Payment	\$ 1,191,946.44	\$ 1,181,260.06	\$10,686.38
Total Interest Savings over term of the lease			\$2,733,967.59

In addition to Menasha Utilities Commission and City Council approval the Utility also needs the approval from the Public Service Commission (PSC). A joint application with WPPI Energy was filed with the PSC on September 16, 2016 seeking the certificate of authority to reacquire the assets and the approval to obtain a State Trust fund loan for the outstanding balance. We received word from the Wisconsin Paper Council and our largest industrial customer they have no objection to the actions described in the application nor anticipate intervening or requesting party status. The application has not been formally approved yet by the PSC and we would only proceed with the Loan once all approvals are in place.



RESOLUTION R-29-16

RESOLUTION APPROVING APPLICATION TO BOARD OF COMMISSIONERS OF PUBLIC LANDS TO BORROW \$10,800,000.00 FROM THE STATE TRUST FUNDS, AND AUTHORIZING THE BORROWING AND THE ISSUANCE OF CERTIFICATES OF INDEBTEDNESS AND PLEDGE THE REVENUES OF THE ELECTRIC UTILITY

INTRODUCED BY MAYOR MERKES.

WHEREAS, pursuant to the provisions of Chapter 66 Subchapter VIII or Chapter 67 of the Wisconsin Statutes, municipalities may borrow money for purchasing, acquiring, constructing, extending, adding to, improving operating and managing a public utility and repay such loan from revenues received from any source, and

WHEREAS, pursuant to the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands ("BCPL") is authorized to make loans from the State Trust Funds to municipalities for such purposes, and

WHEREAS, the City of Menasha owns and operates the Menasha Electric Utility (the "System") for the generation, transmission and distribution of electric power and energy, and

WHEREAS, certain improvements to the System necessary to meet the needs of the City of Menasha and the residents thereof (the "Project") were funded by a lease agreement between WPPI and the City of Menasha, and

WHEREAS, the City of Menasha deems it to be necessary, desirable and in its best interest to obtain a Revenue Obligation Trust Fund Loan from BCPL for refinancing capital assets subject to a lease agreement between WPPI and the City of Menasha, and such Loan is to be payable from the income and revenues of the System.

NOW, THEREFORE, BE IT RESOLVED that the City of Menasha is hereby authorized to borrow from the Trust Funds of the State of Wisconsin the sum of Ten Million Eight Hundred Thousand And 00/100 Dollars (\$10,800,000.00) for the purpose of refinancing capital assets subject to a lease agreement between WPPI and the City of Menasha and for no other purpose. Such loan shall be payable within 13 years from the 15th day of March preceding the date the loan is disbursed. The loan will be repaid in full on the 15th day of March, 2029 with interest at the rate of 4.25 percent per year from the date of disbursement of the loan to the date the loan is repaid. Such loan may be prepaid before the maturity date in accordance with the limitations set forth in Chapter 24 of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that the revenues of the System are hereby pledged to BCPL to repay this loan and that such pledge shall be senior and superior to all other pledges of such revenues. No notes, bonds or other obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over this Loan. Any and all payments made to the City of Menasha out of the revenues of the System, including any required tax equivalent payments, shall be subordinate to payments required under this obligation. Notwithstanding the foregoing or anything to the contrary herein, payment by the City of Menasha to WPPI Energy

pursuit to the Long Term Power Supply Contract for participating members between WPPI Energy and the City of Menasha entered into under Section 66.0825 (8) of Wisconsin Statutes (as the same may be now or hereafter amended) shall be payable from revenues of the System prior to payment of any amounts to BCPL to repay this loan, and any agreement or instrument entered into by the City of Menasha in connection with the loan shall reflect the same.

BE IT FURTHER RESOLVED that a debt service reserve fund is hereby pledged to BCPL as additional security for this loan. This debt service reserve fund shall be fully funded at closing into a segregated account and maintained in an amount equal to or greater than the maximum annual debt service payment required under this loan agreement and associated loan repayment schedule.

BE IT FURTHER RESOLVED that all ordinances, resolutions, or orders, or parts thereof which were previously enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed, and this Resolution shall be in effect from and after its passage.

BE IT FURTHER RESOLVED, we acknowledge that should the City of Menasha default on this loan, BCPL is required under Wisconsin Statute Section 24.70 to intercept any state payments that may be otherwise due the City of Menasha.

BE IT FURTHER RESOLVED, we acknowledge that the Certificate of Indebtedness will contain a covenant requiring that the utility rates and fees charged to customers of the System will be sufficient to ensure adequate maintenance and repair, adequate replacement reserves when considering the current functional age of the System and expected timing and costs of future capital expenditures, and a debt service coverage ratio (defined as net operating income divided by total debt service) exceeding 1.25.

BE IT FURTHER RESOLVED that if BCPL agrees to make such loan, that the Mayor and Clerk of City of Menasha are authorized and empowered in the name of the City to execute and deliver to BCPL, those Certificates of Indebtedness in such form as required by BCPL, for the sum of money that may be loaned to City of Menasha pursuant to this resolution. The Mayor and Clerk are authorized and directed to perform all actions reasonably necessary to fully carry out the provisions of Chapter 24 of the Wisconsin Statutes, and these resolutions.

BE IT FURTHER RESOLVED, that these recitals and these resolutions and the votes by which they were adopted, shall be recorded, and that the Clerk of the City of Menasha shall forward this certified record, along with the application for the loan, to BCPL.

Passed and approved this ____ day of _____, 2016.

Recommended by:

Motion/Second:

Vote: _____

Pass/Fail: _____

Requires: Majority Vote

ATTEST:

Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk