

It is expected that a Quorum of the Personnel Committee, Board of Public Works, Plan Commission, Redevelopment Authority and Administration Committee will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, February 20, 2017  
Meeting 6:00 PM  
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

1. [Proposed Resolution Authorizing Public Improvement and Levying Special Assessments against benefited property \(Province Terrace\)](#)
2. [Proposed Rezoning of 216, 221, and 222 Washington Street from I-2 General Industrial District to C-1 General Commercial District](#)
3. [Special Use Permit by City of Menasha for the use of 100 Fox Street as parkland in the R-1 Single Family Residence District](#)

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. [Administration Committee, 2/6/17](#)
- b. [Board of Health, 1/11/17](#)
- c. Board of Public Works, [2/6/17 \(Special\)](#) & [2/6/17 \(Regular\)](#)
- d. Committee on Aging, [10/13/16](#) & [12/8/16](#)
- e. [Joint Parks and Recreation Board and Landmarks Commission, 2/14/17](#)
- f. [Landmarks Commission, 2/8/17](#)
- g. [Library Board, 1/25/17](#)
- h. [Plan Commission, 2/7/17](#)
- i. [Water & Light Commission, 1/25/17](#)

Communications:

- j. [Quarterly Financial & Activities Update, 2/16/17 Memorandum, Mayor Merkes and Jennifer Sassman Finance Manager](#)

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, 2/6/2017](#)

Administration Committee, 2/6/2017, Recommends the Approval of

2. [Gold Cross Ambulance Service, Inc. to Participate in Tax Refund Intercept Program \(TRIP\).](#)

Board of Public Works, 2/6/2017, Recommends the Approval of

3. [Change Order – 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; ADD: \\$37,935.98 \(Change Order No. 1\)](#)
4. [Payment - 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; \\$107,665.71 \(Payment No. 6 and Final\)](#)
5. [Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \\$5,915 \(Change Order No. 1, Menasha Utilities\)](#)
6. [Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \\$5,700 \(Change Order No. 2, Menasha Utilities\)](#)

Plan Commission, 2/7/2017, Recommends the Approval of

7. [Special Use Permit for 100 Fox Street](#)

Joint Parks Board and Plan Commission, 2/14/2017, Recommend the Approval of

8. [Mill Street terminus conceptual design including the reuse of the four former First National Bank building columns](#)

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 2/9/17—2/16/17 in the amount of \\$4,787,041.28](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [Master License Agreement between the City of Menasha and Wisconsin Technology Networking, LLC, for the use of public rights-of-way](#)
4. [Lake Park Trail Easement](#)
5. [Approval to Exercise Action on a Trail Easement along Rear Yard of 95 Broad Street \(Connecting Trestle Trail/Broad Street to Water Street\)](#)

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. [O-01-17 - An Ordinance Title 2, Chapter 3 of the Code of Ordinances \(Municipal Officers and Employees\) \(As Recommended by Administration Committee; Introduced by Ald. Nichols\).](#)

2. [O-2-17 An Ordinance Amending Title 13, by Making Certain Changes to the District \(216 Washington Street, Parcel #3-00566-00; 221 Washington Street, Parcel #3-00530-00; 222 Washington Street, Parcel #3-00571-00\) \(As Recommended by Plan Commission; Introduced by Alderman Nichols\)](#)
3. [R-03-17 Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property \(Province Terrace\) \(As Recommended by Board of Public Works; Introduced by Ald. Krautkramer\)](#)

L. APPOINTMENTS

1. [Accept resignation of Kara Homan from the Board of Appeals](#)
2. [Appointment of Jeanine Knapp to the Sustainability Board](#)
3. Reappointment of James Koslowski to the Board of Appeals for the term of 2-1-2017—2-1-2020

M. CLAIMS AGAINST THE CITY

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

O. ACTION ITEMS

P. ADJOURNMENT

**MEETING NOTICE**  
**Monday, March 6, 2017**  
**Common Council Meeting – 6:00 p.m.**  
**Committee Meetings to Follow**

**CITY OF MENASHA  
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on the proposed Resolution Authorizing Public Improvement and Levying Special Assessments against benefited property.

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. Storm Sewer and Appurtenances
  - 2. 8" Thick Concrete Pavement with Integral Curb and Gutter
  - 3. Various Associated Items
- B. Location of Improvements
  - 1. 1324, 1327, 1427, 1429, 1431 & 1440 Province Terrace, 1981 & 2005 Midway Road and 1405 Oneida Street

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.

That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

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.

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.

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.

Any interested persons objecting or supporting the proposed resolution are requested to be presented at this hearing.

**Date of Hearing: Monday February 20, 2017**  
**Time of Hearing: 6:00 p.m. or shortly thereafter**  
**Place of Hearing: Menasha City Hall Council Chambers, 3<sup>rd</sup> Floor**  
**140 Main Street, Menasha, WI 54952**

Deborah A. Galeazzi, WCMC  
City Clerk

Publish: February 10, 2017

CITY OF MENASHA  
Public Hearing

NOTICE IS HEREBY GIVEN that the City of Menasha Plan Commission and Common Council will hold public hearings regarding the proposed rezoning of properties in the 200 Block of Washington Street, Menasha.

The City of Menasha Community Development Department is proposing to rezone the following properties from I-2 General Industrial District to C-1 General Commercial District to align the zoning designation with the land-use recommendation of Menasha's Comprehensive Plan: 216 Washington Street (Parcel #3-00566-00), 221 Washington Street (Parcel #3-00530-00) and 222 Washington Street (Parcel #3-00571-00).

The Plan Commission will be considering this rezoning at an informal public hearing on Tuesday, February 7, 2017 at 3:35 p.m. or shortly thereafter in the Third Floor Council Chambers of City Hall, 140 Main Street. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed rezoning. A second public hearing before the Common Council will be held Monday, February 20, 2017 at 6:00 p.m. or shortly thereafter in the Council Chambers of City Hall, 140 Main Street.

Deborah A. Galeazzi  
City Clerk

Publish: February 2 and 13, 2017.

**City of Menasha  
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by City of Menasha, Owner, for use of the site as parkland in the R-1 Single Family Residence District, as required by Sec. 13-1-11 and 13-1-25(d)(9) of the City of Menasha Municipal Code. The proposed parkland use is to take place at 100 Fox Street (Parcel Number 3-00700-00), City of Menasha, Winnebago County, Wisconsin. The Plan Commission will hold its informal public hearing on Tuesday, February 7, 2017 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI 54952. The Common Council will hold its formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, February 20, 2017 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC  
City Clerk

Run: February 2 and 13, 2017

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
February 6, 2017  
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:05 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Taylor, Krautkramer, Collier, Keehan, Zelinski, Spencer, Benner, Nichols.

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, CDD Buck,  
PHD McKenney, FM Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 12/5/16.](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [AT&T-Wisconsin Claim.](#)

No discussion.

E. ACTION/DISCUSSION ITEMS

1. [Gold Cross Ambulance Service, Inc. to Participate in Tax Refund Intercept Program \(TRIP\).](#)

CA Captain explained Gold Cross Ambulance Service has asked the City of Menasha to allow them to participate in the State of Wisconsin Tax Refund Interception Program for collection of unpaid debts owed to Gold Cross. Since Gold Cross is listed as the City's primary ambulance service, the State of Wisconsin will allow Gold Cross to participate in TRIP with the approval of the City.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Gold Cross Ambulance Service, Inc. to Participate in Tax Refund Intercept Program (TRIP).

Motion carried on roll call 7-1. Ald. Collier voted no.

2. [O-01-17 - An Ordinance Amending Title 2, Chapter 3 of the Code of Ordinances \(Municipal Officers and Employees\) \(Introduced by Ald. Nichols\).](#)

Chairman Nichols explained the ordinance is making changes to the section of the Code that refers to department heads. The job descriptions and reference to positions no longer part of the Chart of Organization have been removed.

Moved by Ald. Keehan seconded by Ald. Krautkramer to recommend to Common Council O-01-17 - An Ordinance Amending Title 2, Chapter 3 of the Code of Ordinances (Municipal Officers and Employees) (Introduced by Ald. Nichols).

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Benner seconded by Ald. Keehan to adjourn at 8:23 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

**CITY OF MENASHA BOARD OF HEALTH**

**Minutes**

**January 11, 2017**

A. Meeting called to order at 8:05 AM by Nancy McKenney, Secretary.

B. Roll Call: Present: Lori Asmus, Nancy McKenney, Theresa Rudolph, Kristene Stacker  
Staff: Mary Fritz, Claire Opsteen, Meghan Pauly, Liz Rosin, Loretta Kjemhus, Todd Drew  
Absent: Candyce Rusin

**C. MINUTES TO APPROVE**

Lori Asmus moved to approve December 14, 2016 minutes, seconded by Kristene Stacker.  
Motion passed.

**D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS**

**Administrative: Budgets and Contracts:** Nancy McKenney noted the Menasha Health Department budget and contracts were finalized. Nancy McKenney updated the Board of Health on the relocation of the Health Department to 100 Main Street with the Menasha Joint School District. Nancy McKenney noted Emmons Business Interiors donated several furniture items to the Health Department.

**Correspondence/Communications:** No report

**Personnel:** Nancy McKenney reported that Loretta Kjemhus, Public Health Dental Hygienist announced her retirement effective March 2017. Jean Wollerman, YMCA Older Adult Living Coordinator and Menasha Senior Center Director has accepted a position for the City of Oshkosh. The Menasha Senior Center is in the process of hiring another director.

**Academic Affiliations:** Nancy McKenney discussed University of Wisconsin Oshkosh nursing student program and concerns about students not being as engaged with the public health department or community as in the past. Nancy McKenney spoke to the program director and will resolve this prior to signing a site agreement.

**Employee Safety Program:** Todd Drew completed all respiratory fit testing (38 employees) using Porta County Quantitative Fit Testing unit. Conducted regularly scheduled safety meetings including a Safety Audit conducted at the Library. Investigated an indoor air quality complaint at the Health Department Building - issue identified and addressed using HEPA air filtration in the particular office.

**Sealer of Weights and Measures:** Focus will be on price verification audits in January and February. Package checking was completed at Papa Murphy's, 13 containers of raw cookie dough were ordered off sale due to short weight.

**Environmental Health Programs:**

**Retail Program Standards Grant Application:** The Menasha Health Department received FDA Retail Program Standards funding (\$2,500) to update self-assessment and have validation audit completed.

**Proposed Restaurant Remodel Inspection Fee:** Todd Drew explained the need for a Restaurant Remodel Inspection Fee. A reasonable fee for this is \$150.00. It was moved by Lori Asmus, seconded by Kristene Stacker that the Menasha Health Department charge Restaurant Remodel Inspection fees of \$150.00. Motion passed.

**Program Updates:** Valley Road demolition project on-going, concrete crushing is the only remaining process. RR Donnelly is working with the City Attorney, Community Development and OMNI Associates to come to an agreement with the current owner on Phase II sampling needs. The second floor at 629 Appleton Street remains placarded. There have been no additional police calls to the site. The occupant at 1000 Plank Road #6 removed all belongings. The owner is now required to make adequate corrections related to ammonia, pet feces and other health hazards which may still be present 877 Seventh Street. Orders were issued orders that the residence is not fit for children to occupy, based on conditions reported by the Menasha Police Department (photos, chest camera). There is a carbon monoxide risk, plumbing issues, electrical hazards and very poor sanitary conditions. There have been two new Micro Markets licensed at Faith Technology and Network Health. The new City annexation included a tattoo parlor on Ninth Street which will be licensed by Menasha Health next year. Taco Bell will be inspected following completion following renovation activity and prior to re-opening pending week of January 16, 2017. Todd Drew completed the search engine with Patrick James, IT, to allow Menasha Health Department to look up houses for age of construction and type of water service. This will help

assess potential lead hazards and provide information related to home owners. Todd Drew is attending a meeting with Kaukauna Utilities on Friday 1/13 to discuss their program and ordinance related to lead lateral replacement.

**Communicable Disease Reports:** The Board reviewed monthly and year-to-date Communicable Disease reports. Sexually transmitted diseases were higher in 2016 than in 2015.

**School Health:** School absences are low.

**Health Screening 60+ Program:** Meghan Pauly discussed purchases made to equip the Wellness room at the Senior Center.

**Prevention Program:** Claire Opsteen reported she will be planning the annual Corny Walk for 2017.

**Radon:** Claire Opsteen reported she emailed realtors in Menasha the web link to the city website for Radon Awareness month.

**School Health Aides:** Nancy McKenney noted there will be a School Health Aide position open in the Menasha School District.

**Dental Program:** Loretta Kjemhus reported dental talks are complete for 2016. Head Start dental talks are scheduled for February 2017. Loretta is working on orientation binder for her programs. Meetings have been scheduled to review her grants with Claire Opsteen. Follow-up is in process for those children that have not received dental care. The 2017 Fluoride Varnish program will begin in March. Claire Opsteen reported on the Children and Youth with Special Health Care Needs program. Parent letters and surveys were mailed out on December 22, 2016. Tentative date is set for February 7, 2017 to begin screenings and education.

**Dental Sealant Program:** The positive consent return rate has more than doubled in comparison with 2015.

**Lead Prevention Program:** No Report

**Maternal and Child Health:** Claire Opsteen will be following up with daycare centers that want to become breastfeeding friendly in 2017.

**Immunization:** No Report

**Emergency Preparedness:** Loretta Kjemhus will complete the immunization exercise after action report and improvement plan before she retires in March. Loretta Kjemhus has completed updating point of dispensing sites on PCA portal. Loretta Kjemhus reported Menasha Health Department & MRC staff will be attending a preparedness exercise on February 14, 2017 at the Appleton Library.

**Twenty Four/Seven:** Smart Phones were purchased for Nursing Staff.

**Senior Center:** Meghan Pauly reported she has made purchases for the wellness room 60+ program at the Senior Center.

**Policy and Procedure Review:** No Report

E. HELD OVER BUSINESS: None

F. ADJOURNMENT: Lori Asmus moved to adjourn the meeting, seconded by Theresa Rudolph. Motion passed. Nancy McKenney adjourned the meeting at 9:10 am. The next meeting will be on February 8, 2017 at 8:00 a.m.

CITY OF MENASHA  
Special Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
February 6, 2017  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 5:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, CDD Buck, PRD Tungate, PHD McKenney, ES Montour, FM Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [December 5, 2017](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Change Order – Vinton Construction Company, 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; ADD: \\$1,460.23 \(Change Order No. 3\)](#)

ES Montour explained the change order represents quantities and substitution in electrical wire in the area of the Mill Street, Main Street and the pedestrian link from Broad Street parking ramp to Main Street

General discussion ensued on the walkway area designed work done according to specifications.

CA Captain explained the platform was not designed to be used as steps for the building adjacent to the walkway. The walkway is on City property.

Chairman Krautkramer called Point of Order – discussion getting off agenda item.

Moved by Ald. Nichols seconded by Ald. Keehan to recommend to Common Council Change Order – Vinton Construction Company, 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; ADD: \$1,460.23 (Change Order No. 3)

Motion carried on roll call 7-1. Ald. Collier voted no.

2. [Payment – Vinton Construction Company, 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; \\$11,677.97 \(Payment No. 3 and Final\)](#)

General discussion ensued on the pedestrian walkway and the original design plan.

Moved by Ald. Taylor seconded by Ald. Collier to get written legal opinion of clarification of the irregular steps, rubber surface, and footings of the on the west side of the walkway, and the downspouts from the building on the east side that are tied into the storm sewer in the walkway area.

General discussion ensued.

Motion failed on roll call 3-5

Ald. Taylor, Collier, Zelinski voted yes.

Ald. Nichols, Krautkramer, Keehan, Spencer, Benner voted no.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Payment – Vinton Construction Company, 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; \$11,677.97 (Payment No. 3 and Final)

Motion carried on roll call 6-2.

Ald. Nichols, Krautkramer, Keehan, Zelinski, Spencer, Benner voted yes.

Ald. Taylor, Collier voted no.

3. [R-01-17 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(Province Terrace\) \(Introduced by Ald. Krautkramer\)](#)

ES Montour explained this is to start the special assessment process for the street construction work on Province Terrace between Midway Road and Province Link. Construction is expected to being in April and be completed by June. There will be an 8' trail on the west side of street and 5' sidewalk on the east side.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council R-01-17 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes (Province Terrace).

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Keehan to adjourn at 6:39 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
February 6, 2017  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 8:23 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, CDD Buck, PHD McKenney, FM Sassman, MUGM Krause, MUEM Grenell, Clerk Galeazzi,

C. COMMUNICATIONS

1. [ES Montour, 1/10/17; Anticipated Start and Completion Dates for Contract Unit 2017-01 New Concrete Street Construction Including Asphalt Trail and Concrete Sidewalk – Province Terrace from Province Link to Midway Road and Contract Unit No. 2017-02 New Street Construction, Reconstruction and Rehabilitation – Various Location](#)

ES Montour explained the street construction project the Public Works Department is working on for 2017

D. DISCUSSION / ACTION ITEMS

1. [Change Order – 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; ADD: \\$37,935.98 \(Change Order No. 1\)](#)

ES Montour explained the added amount was for work completed by the contractor that was originally going to be done by staff.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Change Order – 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; ADD: \$37,935.98 (Change Order No. 1)

Motion carried on roll call 8-0.

2. [Payment - 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; \\$107,665.71 \(Payment No. 6 and Final\)](#)

ES Montour explained this is the final payment for this contract.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Payment - 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; \$107,665.71 (Payment No. 6 and Final)

Motion carried on roll call 8-0.

3. [Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \\$5,915 \(Change Order No. 1, Menasha Utilities\)](#)

MUEM Grenell explained the change order is a request for additional conduit for future use. A change had to be made to avoid a conflict with a DOT project at the location of Midway Road & Oneida Street.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \$5,915 (Change Order No. 1, Menasha Utilities)

Motion carried on roll call 8-0.

4. [Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \\$5,700 \(Change Order No. 2, Menasha Utilities\)](#)

MUEM Grenell explained the change order is due to large pieces of concrete in the bore path buried in the road right-of-way.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Change Order – J&R Underground; Midway Loop Work Order 01-15-084; ADD: \$5,700 (Change Order No. 2, Menasha Utilities)

Motion carried on roll call 8-0.

5. [R-03-17 Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property \(Province Terrace\) \(Introduced by Ald. Krautkramer\)](#)

ES Montour explained the resolution is to start the bidding process for the street improvements to Province Terrace. This is a special assessment project.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council R-03-17 Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property (Province Terrace) (Introduced by Ald. Krautkramer)

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:50 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  
October 13, 2016  
Minutes**

- A. Meeting called to order at 7:50 am.
- B. Roll Call - Present: Janell Dresang, Pat Irwin, Joyce Klundt, Nancy McKenney, John Ruck, Tom Stoffel, Jean Wollerman Excused: Brenda Marks
- C. MINUTES TO APPROVE  
Pat Irwin moved to approve the September 15, 2016 minutes. The motion was seconded by Janell Dresang. 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. She expressed concern that the Lunch participation (Advocap) is down and asked for the Committee's recommendations. It was suggested that the School District be consulted about their lunch program, explore new meal offerings and Advocap advertising. It was suggested that a survey of Senior Center participants would help us learn more about awareness of the lunch program, what might help improve participation (meal and food preferences).  
*Events:* There will be information provided on October 24<sup>th</sup> from noon-1:30 PM on phones for those with hearing problems. The Halloween event will be held on October 27<sup>th</sup> from 4-7 PM. The tailgate party is on Friday October 14<sup>th</sup>. The election Bake Sale is being held on November 8<sup>th</sup>. November 17<sup>th</sup> is digital day, where students from the Appleton Charter School are doing to sessions on the general use of electronic communication devices (phones, texts, e-mail, etc.). Jean Wollerman noted that there were changes in employee status at the YMCA beginning January 1, 2017. Jean Wollerman provided program participation charts.  
*Neenah Committee on Aging:* Jean Wollerman described the Neenah healthy living for seniors discussion to identify obstacles of older adults living in the area and what might attract people to the area. The purpose is to help the built environment. What questions could we pose older adults in Menasha (E.g. how can parks be more accessible)? John Ruck suggested going through sections of the City, reflecting and posting for comments.  
**Public Health: 60 Plus Grant:** Nancy McKenney reported that the Health Department posted the public health nurse position. This public health nurse will serve the Senior Center along with other health department responsibilities. There were 21 applicants for this position. She will update the Committee at the next meeting.  
*Budget:* Nancy McKenney reviewed the proposed Senior Center budget which incorporated a slight increase in the YMCA contract for managing the Senior Center. Nancy McKenney invited Patricia Sarvela from Partnership Community Health Center to present at a future Committee on Aging meeting.
- 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:  
Joyce Klundt adjourned the meeting at 9:00 am.  
The next meeting will be held on December 8, 2016 at 7:45 a.m. at the Senior Center, 116 Main Street, Menasha.

**CITY OF MENASHA  
COMMITTEE ON AGING  
Menasha Senior Center  
116 Main Street, Menasha  
December 8, 2016  
Minutes**

- A. Meeting called to order at 7:50 am.
- B. Roll Call - Present: Janell Dresang, Pat Irwin, Joyce Klundt, Nancy McKenney, John Ruck, Tom Stoffel, Jean Wollerman, Brenda Marks
- C. MINUTES TO APPROVE
- D. CORRESPONDENCE  
None
- E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS  
**Senior Center:** Jean Wollerman announced that she would be taking a new position as Oshkosh Senior Center Director. The COA was expressed gratitude for her many years of experience and leadership at the Menasha Senior Center.  
**Public Health: 60 Plus Grant:** Nancy McKenney reported that Meghan Pauley, RN has been named Public Health Nurse for the City of Menasha and is orienting to her new position. Nancy McKenney provided a Menasha Senior Center fact sheet that was developed to provide the Older Adult/Community Center Taskforce community forum at the Appleton Library. She and Jean will be attending the forum this evening and she encouraged others to attend if possible.
- F. NEW BUSINESS - Patricia Sarvela from Partnership Community Health Center presented to the Committee on Aging about the history of community health centers, the medical, dental, and behavioral health clinics and services.
- G. HELD OVER BUSINESS  
**Mission Vision and Goals:** No report.  
**Safety Manual:** No report.  
**Cost Study:** No report.
- H. ADJOURNMENT:  
Joyce Klundt adjourned the meeting at 9:30 am.  
The next meeting will be held on January 12, 2016 at 7:45 a.m. at the Senior Center, 116 Main Street, Menasha.

**CITY OF MENASHA**  
**Joint Meeting of the Parks and Recreation Board and Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**February 14, 2017**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The Plan Commission meeting was called to order at 4:33 PM by Mayor Merkes. The Parks and Recreation Board meeting was called to order at 4:33PM by Chairman Sturm.

**B. ROLL CALL/EXCUSED ABSENCES**

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

PLAN COMMISSION MEMBERS EXCUSED: Commissioners Homan and Schmidt.

PARKS AND RECREATION BOARD MEMBERS PRESENT: Chr. Dick Sturm, Lisa Hopwood, Tom Marshall, Brian Adesso, and Ald. Alex Zelinski.

PARKS AND RECREATION BOARD MEMBERS EXCUSED: Rob DeLain and Nancy Barker.

OTHERS PRESENT: CDD Buck, PP Englebert, PRD Tungate, PS Maas, Blake Theisen (Ayres Associates) Arnie Collier (708 Appleton Street), Pat Zolkoske (928 Third Street), Tom Lignofski (837 Seventh Street), Joe Lignofski (733 Fifth Street), Sandra Dabill Taylor (545 Broad Street), Eric Shoofer, Ryan O'Day (960 Third Street), Jeff Davel, Dean Moede (858 Broad Street), Claire Jarosz (501 London Street), Tim Gosz (Menasha Utilities), Melanie Krause (Menasha Utilities), Steve Grenell (Menasha Utilities), Kathy Stahl (225 Railroad Street), Greg Cameron (625 First Street), Matt Seifert (973 Brighton Drive) and Becky Nichols (402 Elm Street).

**C. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

**1. Jefferson Park and Neighborhood Vision Plan presentation by Blake Theisen - Ayres Associates**

Blake Theisen (Ayres Associates) provided an overview of the Jefferson Park and Neighborhood Visioning Plan process. Over the past three months, two public meetings were held along with meetings with various stakeholder groups in the community. A survey was distributed and Mr. Theisen detailed the survey that went out to the public. He informed the commission and board that the survey received 657 responses. Public comments throughout the process supported having a pool facility in the master plan along with a scenic drive, recreational trails, and enhanced boating facilities.

Mr. Theisen explained that three concepts were drafted after the first public meeting and the concepts were refined to two draft concepts after the second public meeting. Mr. Theisen and staff are now soliciting input from the Parks Board and Plan Commission regarding the plans and will refine the two concepts to one concept after the meeting. The refined concept will come back to another Joint Parks and Plan Commission meeting on March 7<sup>th</sup> before presentation to the Common Council.

Chr. Sturm commented on the need to coordinate the final plan with Menasha Utilities, especially in regards to plans for the future use of the settling basin. Security needed for new water intake building and existing recirculation pump needs to be maintained. Chr. Sturm also could be in favor of removing all ball diamonds in Jefferson if there was an alternate plan in place to build the right number of replacement diamonds in another park like Kolso or Clovis Grove.

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

Matt Seifert ( 973 Brighton Drive) – is not in favor of any use of the Avalone property. Mr. Seifert

is worried that usage of the property will depreciate neighboring property values, will present safety concerns for users and neighbors, and is anxious about potential environmental problems on the site. Mr. Seifert commented that if development were to occur he would prefer passive walking trails over disc golf.

Tom Lignofski (837 Seventh Street) – doesn't like the idea of having the pool adjacent to the boating facilities as depicted on concept two. He prefers concept one but is concerned about the cost of a new pool.

Kathy Stahl (225 Railroad Street) – asked how much parking is proposed on the two plans relative to how much parking exists in the park today. Mr. Theisen replied that there will be slight increases in parking for boaters and park visitors on each plan.

Jeff Davel – is concerned with unearthing contamination at the Avalone property.

Joe Lignofski (733 Fifth Street) – is in favor of concept one. He supports the idea of installing a marina in the settling basin.

Sandra Dabill Taylor (545 Broad Street) – asked if there will be another opportunity for public comment. Mayor Merkes replied that members of the public can supply comments to city staff at any time and there will be another opportunity to comment at the next Joint Park/Plan Commission meeting as well the Common Council meeting shortly thereafter. Ms. Taylor said any changes to the park should highlight the water and thinks there is potential to move some of the facilities presently at Jefferson Park to different areas in the city. She is in favor of redeveloping the Jefferson Park Apartments. Mrs. Taylor commented favorably on preserving the roadway and would like a central feature in the park such as a lighthouse or a ferris wheel. She asked if anyone knew who or what Jefferson Park was named after and commented that if it was named after Thomas Jefferson the city should consider installing a monument with the salvaged columns from the First National Bank site. Mrs. Taylor would also like copies of the minutes from the Ad-Hoc Columns Committee.

Ryan O'Day (960 Third Street) – supports the idea of having a marina in the park and is in favor of redeveloping the Jefferson Park Apartments.

Greg Cameron (625 First Street) – is in favor of keeping at least two ball diamonds in the park. Mr. Cameron is planning to host a little league baseball group and would like to use Jefferson Park as the playing fields for the group.

Steve Grenell (Menasha Utilities)- suggested that DNR be consulted on what they may or may not allow for redevelopment within the settling basin.

Dean Moede (858 Broad Street)- likes concept one, asked about a centralized concession and amphitheater, keep the sun at attendees back for entertainment.

## **E. DISCUSSION**

### **1. Jefferson Park and Neighborhood Vision Plan**

PRD Tungate commented on next steps for the Jefferson Park and Neighborhood Vision Plan process. At this time staff is seeking comment from the board and commission on the two concepts. The concepts will be refined to one concept with the final concept coming back to another joint meeting for a recommendation.

Commissioners and board members discussed the following:

- The adequate number of ball diamonds in the park
- Viewshed of the park as it relates to water features
- Potential uses for the settling basin, Avalone and Jefferson Park Apartment properties
- Options for relocating the pool/building a new pool or repairing the existing pool
- Parking needs for boaters, visitors, and the school
- Orientation, usage, and placement of an amphitheater and four seasons facility

- In general, concept one seemed to have the most support
- Passive use of the Avalone property appeared to have more support than disc golf

2. **Mill Street Terminus Plan/Use of First National Bank Columns**

PP Englebert provided an overview of the conceptual plan for the Mill Street Terminus. The plan was prepared by Ken Saiki design and calls for the construction of a veranda on the south end of Mill Street. Four salvaged columns from the First National Bank building are proposed to be installed in the veranda. The Ad-Hoc Columns Committee as well as the Landmarks Commission have made positive recommendations of the plan and use of the columns at the Mill Street Terminus.

Commissioners and staff discussed the following:

- Engineering for the columns and their structural support
- Utility facilities in the vicinity
- Lighting in the veranda area
- Process for advancing and constructing the Mill Street Terminus

**F. ACTION ITEMS**

1. **Approve Mill Street Terminus Plan/Use of First National Bank Columns (Plan Commission Action only)**

The item was discussed as part of agenda item E-2.

Park Board – motion by Lisa Hopwood, seconded by Tom Marshall, to recommend approval of the Mill Street terminus conceptual design including the reuse of the four former First National Bank building columns. The motion carried 4-1 with Ald. Zelinski voting against.

Plan Commission – motion by Ald. Benner, seconded by Comm. Sturm, to recommend approval of the Mill Street terminus conceptual design including the reuse of the four former First National Bank building columns. The motion carried.

**G. ADJOURNMENT**

Plan Commission - motion by Ald. Benner, seconded by Comm. Sturm, to adjourn at 6:31 PM. The motion carried.

Parks and Recreation Board – motion by Lisa Hopwood, seconded by Ald. Zelinski, to adjourn at 6:31 PM. The motion carried.

*Minutes respectfully submitted by PP Englebert.*

**CITY OF MENASHA**  
**Landmarks Commission**  
**Council Chambers, 3<sup>rd</sup> Floor**  
**140 Main Street, Menasha**  
February 8, 2017  
DRAFT MINUTES

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**A. CALL TO ORDER**

Meeting called to order by Chairman Grade at 5:02 PM.

**B. ROLL CALL/EXCUSED ABSENCES**

LANDMARKS MEMBERS PRESENT: Commissioners Shellie Caudill, Tom Grade, Dean Wydeven, Kim Massey, and Alderman Spencer.

LANDMARKS MEMBERS EXCUSED: Emilie Steinmann.

OTHERS PRESENT: Alderman Arnie Collier (708 Appleton Street), Kelly O'Connell (Renovation 360), and Jennifer Almeida (6 Tayco Street).

**C. MINUTES TO APPROVE**

1. **Minutes of the December 14, 2016 Landmarks Commission Meeting**

Motion by Comm. Wydeven, seconded by Ald. Spencer, to approve the minutes of the December 14, 2016 Landmarks Commission meeting. The motion carried.

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

No one spoke.

**E. COMMUNICATIONS**

1. None.

**F. ACTION ITEMS**

1. **Application for Renovation/Remodel – 6 Tayco Street – Hammerheads**

CDD Buck commented on the application for Renovation/Remodel – 6 Tayco Street – Hammerheads. He explained that the property was approved for a new sign and painting by the Landmarks Commission last December. At this time, the property owner proposes to replace the existing masonry and windows on the east façade of the building. In place of the stone masonry, the applicant is proposing to install a brick veneer and two new windows that are 5' x 9' in size.

Mr. O'Connell distributed samples of different brick veneer styles for consideration. Commissioners discussed the proposal and were in favor of the window replacement and removal of the stone masonry. Comm. Caudill asked if the brick veneer would match the existing brick on the façade. Mr. O'Connell explained that it would be close but not exact due to the composition of the existing brick and weathering over time. Commissioners discussed whether it would be better if the brick veneer matched the existing brick closely or if the façade would look better with more contrast while still being complimentary. Comm. Wydeven and Comm. Grade suggested matching elements of the façade that weren't brick such as the window trim and other architectural materials to tie the new materials with the original.

Motion by Comm. Caudill, seconded by Comm. Wydeven, to issue a Certificate of Appropriateness for the renovation/remodel request at 6 Tayco Street – Hammerheads with the condition that staff review and approve the final building materials. The motion carried.

2. **Mill Street Terminus Plan/Use of First National Bank Columns**

CDD Buck and PP Englebert introduced the conceptual plan for the Mill Street Terminus. Ken Saiki Design prepared a concept for the terminus as part of their contract for the downtown walkway. The concept calls for use of the salvaged bank columns and the construction of a veranda near the water.

Commissioners discussed the plan and were in favor of utilizing the columns in the terminus.

Motion by Comm. Grade, seconded by Comm. Caudill, to issue a Certificate of Appropriateness for the Mill Street Terminus Plan/Use of First National Bank Columns. The motion carried.

## **G. DISCUSSION ITEMS**

### **1. 2017 Goals and Objectives**

CDD Buck provided an overview of the on-going activities and duties of the Landmarks Commission as well as initiatives the commission has worked on the last few years. He asked the commission to review the work plan and identify or add any goals or objectives the commission wants to pursue. The item will be brought back for discussion at a later date.

### **2. 2017 Photo Contest**

Comm. Grade introduced the historic photo contest for 2017. PP Englebert asked the commission if there were any changes they would like to make to the format or marketing of the contest. Commissioners discussed the contest and determined the grand prize items. Comm. Grade will be providing pictures for the entry form to city staff.

### **3. Recognition Plaque Update – WeatherVane – Draft Press Release**

CDD Buck gave an overview of the draft press release for the WeatherVane plaque dedication. Comm. Grade informed the commission that he is working with the property owner to establish a dedication date and asked for any input on the press release. Comm. Grade suggested removing the third paragraph of the release and focusing on the historical significance of the property only. Commissioners were in general agreement with the alteration to the press release.

### **4. Recognition Plaque Update – Club Liquor**

Comm. Grade informed the commission that he was still having troubles ascertaining the original construction date for the Club Liquor building. He is going to search more archives to try to find a definite date and bring the information back to the commission when compiled.

### **5. Stone Allocation by Landmarks Commission**

Comm. Grade expressed that he thought the Landmarks Commission should have greater influence over the use of the salvaged stone currently in the city's possession. He proposed making recommendations to the Common Council regarding the use of the stone. CDD Buck and PP Englebert encouraged the Landmarks Commission to make recommendations on the use of the to the Common Council but informed the commission that the recommendations were advisory only and that the city council has the final authority on the use of the stone. Ald. Collier and Ald. Spencer said they would welcome proposals from the Landmarks Commission.

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

No one spoke.

## **I. ADJOURNMENT**

Motion by Comm. Caudill, seconded by Comm. Wydeven, to adjourn at 6:04PM. The motion carried.

*Respectfully submitted by PP Englebert.*

**Minutes of Regular Meeting**  
**ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES**  
Elisha D. Smith Public Library Gegan Room  
January 25, 2017

**Called to order** at 4:00pm by Chairman Englebert

Present: Chairman Englebert, Vice Chairman Golz, Trustee Crawmer, Winnebago County Representative Franzoi, Trustee Halverson, Superintendent of Schools VanderHeyden and Teen Representative Beachkofski

Absent: Secretary Wicichowski

Also Present: Director Lenz and Administrative Assistant Dreyer

**Public Comment/Communication**

None

**Consent Business**

The minutes from last month should reflect the date of December 28, 2016--not 2017. Motion made by VanderHeyden, seconded by Franzoi to approve the Library Board of Trustees meeting minutes from December 28, 2016 as amended and accept the minutes of the Governance Committee from January 10, 2017. Motion carried unanimously.

**Authorization of Bills**

Motion made by Golz, seconded by Franzoi to authorize payment of the December (2) 2016 bills as presented from the 2016 budget and the January 2017 bills as presented from the 2017 budget. Motion carried unanimously.

**Director's Report/Information Items**

1. December Statistics. Circulation dropped for the year from last year; however, it was up in December 2.6%.
2. 2016 and 2017 Budget Status. Trustees reviewed the 2016 budget and expenditures to date.
3. Staff Reports.
  - A list of sources that supervisors use for demographic data is used for writing grants and determining what services to offer.
  - We are looking into purchasing a book bike as a joint library project with the Neenah Public Library.
  - The Library Year 2017 – a plan of monthly major projects -- was reviewed.
  - The Children's Department is running a Winter Reading Program until the first week in February. There is also a Winter Reading Program during the month of February for teens and adults.
  - On Friday, January 13, Media and Young Adult Librarian Kirk Moore-Nokes gave tours of the library and instruction on doing research to 71 students from St. Mary's Catholic Middle School.
  - Fox Cities Reads will announce their 2017 community read selection on Thursday, January 26.
  - On Tuesday, January 24, Director Lenz attended the Winnefox Annual Meeting. Library Systems have not had an increase in funding since 2010; they are hoping for an increase in this biennial budget. They also discussed how CESA 6 offers grant writing assistance through their GROW (Grant Writing of Wisconsin) program.
  - Beachkofski sent texts to several mothers she knows and reported on their recommendations for library services.

**Discussion / Action Items**

4. Governance Committee Recommendations. The Governance Committee met on January 10 to discuss future board development and agreed on a list of skills, knowledge, influence, and characteristics to be used as a guide for recruitment. Motion made by VanderHeyden, seconded by Franzoi to approve the Governance Committee report. Motion carried unanimously.

**Adjournment**

Motion to adjourn made at 4:44pm by Golz, seconded by Franzoi. Motion carried unanimously.

Respectfully submitted,  
Kathy Dreyer, Recording Secretary

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**February 7, 2017**  
**DRAFT MINUTES**

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*3:30 PM – Informal Public Hearing Regarding the Proposed Special Use Permit – 100 Fox Street (Parcel #3-00700-00)*

*3:35 PM – Informal Public Hearing Regarding the Proposed Rezoning of 216 Washington Street (Parcel #3-00566-00), 221 Washington Street (Parcel #3-00530-00) and 222 Washington Street (Parcel #3-00571-00)*

Mayor Merkes opened the public hearing for the proposed Special Use Permit – 100 Fox Street at 3:31PM. PP Englebert gave an overview of the Special Use Permit application. No one spoke. Mayor Merkes closed the public hearing at 3:34PM.

Mayor Merkes opened the public hearing for the proposed rezoning of 216, 221, and 222 Washington Street at 3:35PM. CDD Buck introduced the proposal. Greg Muller (22 Washington Street) inquired about permitted uses in the C-1 General Commercial District. Doug Schmidt (222 Washington Street) asked why 218 Washington Street was not proposed for rezoning and whether the rezoning of 222 Washington Street affected the Special Use Permit he received in 2016. Mayor Merkes closed the public hearing at 3:40PM.

**A. CALL TO ORDER**

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

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Zelinski, EA Gordon, and Commissioners Sturm, Homan, and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Schmidt and Ald. Benner.

OTHERS PRESENT: CDD Buck, PP Englebert, PRD Tungate, Pat Skalecki (GRAEF Inc.), Doug Schmidt (222 Washington Street), Greg Muller (222 Washington Street), Steve Seegers (104 Fox Street), and Ron Seegers (104 Fox Street).

**C. MINUTES TO APPROVE**

1. **Minutes of the January 10, 2017 Plan Commission Meeting**

Motion by EA Gordon, seconded by Ald. Zelinski, to approve the January 10, 2017 Plan Commission meeting minutes as presented. The motion carried.

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

1. No one spoke.

**E. COMMUNICATION**

1. None.

**F. DISCUSSION**

1. None.

**G. ACTION ITEMS**

1. **Special Use Permit and Site Plan Review – 100 Fox Street**

PP Englebert presented the Special Use Permit application. The city acquired the property in 2016 to install a trail landing for the Loop the Lake project. Parkland is a special use in the R-1 Single Family Residence District; therefore the city is applying for a Special Use Permit. In addition, city staff is proposing improvements to the lot and is bringing forth a site plan for

approval.

The site plan proposes the installation of a multi-modal path, a bench, an ADA accessible picnic table, decorative lighting, and seven parking stalls. In addition, the city will be installing a transitional landscape area on the east side of the lot to screen the trail from the neighbor.

Commissioners discussed the placement of the bench, location of the multi-modal path, orientation of the parking stalls, and composition of the transitional area landscaping.

Mr. Seegers (104 Fox Street) asked if a fence could be erected on the east lot line in addition to the transitional landscaping. Mr. Skalecki (GRAEF Inc.) explained that installing the fence would be problematic for the future growth of the landscaping and that the landscaping would achieve the desired screening. Mr. Seegers said the landscaping is acceptable to him. EA Gordon asked if the south end of the asphalt trail could be relocated so that it doesn't intersect with the street too close to the intersection. Mr. Skalecki replied that he will examine it with city staff.

Motion by Comm. Sturm, seconded by Comm. Homan, to approve the site plan for 100 Fox Street and recommend approval of the Special Use Permit.

The motion carried.

2. **Rezoning – 216 Washington Street (Parcel #3-00566-00), 221 Washington Street (Parcel #3-00530-00), and 222 Washington Street (Parcel #3-00571-00)**

CDD Buck introduced the proposed rezoning for 216, 221, and 222 Washington Street. Last November, 217 Washington Street was rezoned from I-2 General Industrial District to C-1 General Commercial District. During the rezoning process, the Plan Commission and city staff discussed the efficacy of rezoning neighboring properties to commercial districts to further the City of Menasha Comprehensive Plan. The current proposal before the Plan Commission is to rezone 216, 221, and 222 Washington Street from I-2 General Industrial to C-1 General Commercial.

CDD Buck explained that the Special Use Permit granted to 222 Washington Street would remain valid as long as the conditions of its approval were met. He also said that 218 Washington Street was considered for rezoning but not brought forward due to the mix of uses and lot standard non-conformities present at the property. CDD Buck gave an overview of uses permitted in the C-1 General Commercial district which include general office, administrative, and retail uses.

Motion by Comm. Homan, seconded by Comm. Sturm, to recommend approval of the rezoning of 216, 221, and 222 Washington Street from I-2 General Industrial District to C-1 General Commercial District.

The motion carried.

3. **Lake Park Trail Easement**

PP Englebert introduced the proposed easement for a recreational trail adjacent to HWY 10/114 and Lake Park Road. A gravel trail exists on properties owned by Community First Credit Union and the Redevelopment Authority of the City of Menasha that is not located in the current easement area provided to the City of Menasha. The proposal is to release the current easement and obtain a new easement that encompasses the existing trail to facilitate paving of the trail later this year. A temporary easement will also be obtained on the eastern terminus of the trail until Lake Park Road is reconstructed, which is necessary to incorporate the current path of the trail. When Lake Park Road is reconstructed, the trail terminus will be relocated to line up with the new design of the road and off-street facilities and the temporary easement will be released.

As requested by the Plan Commission at the last meeting, city staff altered the proposed easement to include a 50' area from the south lot line of parcel #7-01700-08 extending north. The larger easement area was requested to provide flexibility for the future trail relocation when Lake Park Road is reconstructed. Ald. Zelinski asked if the city would bear the cost of the

trailhead relocation. EA Gordon replied that the county would likely pay for the trail work.

Motion by Mayor Merkes, seconded by Comm. Sturm, to recommend approval of the easement release, easement acceptance, and temporary easement acceptance for the Lake Park Trail.

The motion carried.

#### **H. ADJOURNMENT**

Motion by Comm. Homan, seconded by Comm. Sturm, to adjourn at 4:10 PM. The motion carried.

*Minutes respectfully submitted by PP Englebert.*

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

January 25, 2017

**Draft**

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:06 a.m., with Commissioners Roy Kordus, and Antoine Tines present on roll call. Also present were William Menting, Electric Manager; Tim Gosz, Water Utility Manager; Kristin Hubertus, Finance Manager; David Christensen, Engineering Technician; Paula Maurer, Customer Services Manager; John Teale, Technical Services Engineer; Greg Shull, Electric Distribution Technician; and Dawn Lucier, Administrative and Accounting Assistant.

Those excused were Commissioner Turchan, Commissioner Merkes, Melanie Krause, General Manager, and Steve Grenell, Engineering Manager.

With the absence of Commissioner Turchan, Commissioner Tines was appointed as acting secretary.

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

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

- A. Minutes of the Regular Meeting of December 21, 2016.
- B. Approve and warrant payments summarized by checks dated December 29, 2016 & January 1-25, 2017, which includes Net Payroll Voucher Checks and Operation and Maintenance Voucher Checks for a total of \$1,624,634.14, 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 December 2016 MU Employee Newsletter
  - Copy of letter dated December 21 from Double Portion Soup Kitchen and Pantry RE: Thank you
  - Copy of letter dated December 19 from Cornerstone Church Food Pantry RE: Thank you
  - Copy of letter dated December 21 from St. Joseph Food Program RE: Thank you
  - Copy of letter dated December 20 from Community Clothes Closet RE: Thank you
  - Copy of letter dated December 29 from Boys & Girls Brigade RE: Thank you
  - Copy of letter dated December 16 from Menasha Strong RE: Thank you

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.

Item VI. Unfinished Business, Refinance of WPPI Lease Update – A resolution for the City of Menasha to exercise its option to acquire the leased electric assets from WPPI Energy, Inc., was drafted by the City Attorney.

Motion by Comm. Kordus, seconded by Comm. Allwardt was unanimous to forward the resolution to the Common Council for approval.

Lead Water Service Program – Letters regarding the lead service replacement program were sent to customers eligible for the rebate; interest in participating in the program has been positive. Staff is continuing to re-work the lead service lateral ordinance for Common Council approval.

Internet Service Contract – Staff is recommending that the Utility cease to offer internet services to customers and purchase 60/5 Mbps as the internet backup connection for the Utility and City of Menasha.

Motion by Comm. Kordus, seconded by Commissioner Allwardt, was unanimous to approve discontinuing internet service to customers and to purchase 60/5 Mbps as the internet backup connection.

Item VII. New Business, Change Order 1 & 2, Midway Loop Project – Change order #1, in the amount of \$5,915, is requested for the addition of a 6” and 4” conduit for future use. Change order #2, in the amount of \$5,700, was due to large pieces of concrete in the bore path buried in the road right away.

Motion by Comm. Allwardt, seconded by Comm. Kordus was unanimous on roll call to approve change order #1 & #2 to J & R Underground, for the Midway Loop Project for a total increase of \$11,615. The Commission also recommended the Board of Public Works approve change order #1 & #2 and forward them to the Common Council.

Menasha Utilities and Fox Crossing Interconnection – A draft interconnection agreement between Menasha Utilities and the Village of Fox Crossing for emergency backup water service to 800 Midway Road was presented. The final agreement will be brought back to the Commission.

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

December Financial and Project Status Reports – The December and January statements will be included with the February meeting packet after the final audit in February. Electric consumption and water usage figures are included in the monthly strategic report.

Project Reports, Water Projects – There was no additional information presented.

Electric Projects – Tree trimming will begin soon; a new 3 phase service has been installed; and staff is working on coordinating the rebuild of Manitowoc, Lincoln, and Jefferson streets.

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. Kordus, seconded by Comm. Allwardt, was unanimously approved on roll call to adjourn at 8:43 a.m.

By: MARK L. ALLWARDT  
President

ANTOINE TINES  
Acting 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: Common Council  
From: Donald Merkes, Mayor  
Date: 16 February 2017  
RE: Quarterly Financial & Activities Update

Attached you will find the unaudited 4<sup>th</sup> Quarter financial report for 2016. I've also included a more detailed description of some of the activities/projects that are currently underway throughout the departments.

### Public Works/ Engineering

In the absence of a director duties have been divided between three individuals. The recruiter hired by the City has begun the process and anticipates interviews in early March. Project plans, specifications, bid documents, and assessment reports are being prepared by engineering for 2017 street construction projects, as well as complete as built plans for 2016 construction projects. Preparation of storm water reports and monitoring. Working in conjunction with consultant on a sanitary sewer rate study and industrial user billing.

Implementation of 2017 budgeted equipment replacement. Preparation for installation of Broad Street parking lot dumpster enclosure. Menasha Utilities has substantially completed the 2017 LED streetlight replacement. Coordinating June relocation of City Hall.

### Administrative Services

In the absence of a director duties have been divided between four individuals. The recruiter hired by the City has begun the process and anticipates interviews in early March. 2016 audit initial testing has been completed, additional reporting and testing in March. Recruitment for summer positions has begun, several positions filled at MU. Completing deployment of 2016 computer systems in IT, troubleshooting final website issues.

## Parks & Recreation

Coordination of spring/summer recreation programs and recruitment of summer staffing and implementation of reciprocity agreements with neighboring communities. Completion of final planning for the loop the lake project, Leadership Fox Cities Scanlan Park project, and Rock the Block Shepard Park project. Jefferson Park Vision Plan public meetings and implementation projected to be completed in April.

## Health / Senior Center

Researching lead safety programs and funding sources. Welcome to Cheryl Richard of the YMCA the new senior center manager. Public Health preparedness staff training. Preparation for records retention and move to new City Hall.

## Community Development

Recruitment of building inspector and consideration of residential inspection process. General code enforcement. Grant management and reporting of demolition/remediation of 867 Valley Road. Retention visits with industry, coordination with downtown business owner group, and marketing city owned properties. Implementation of Jefferson Park Vision Plan, Mill Street Terminus plan, trail development easements. Records retention and organization in relation to City Hall relocation and implementation of web site.

## Attorney / Clerk

Preparation for Feb & April 2017 elections, records retention and preparation for City Hall relocation. Implementation of repurchase of electric utility assets from WPPI, litigation regarding Town of Menasha and Town of Harrison border agreements.

## Library

Circulation for January 2017 was 33,717. 5 public computers and the 2 oldest staff computers will be replaced in 2017. Preparations have begun for the March used book sale.

## Police

K9 Apollo is now certified and serving the community with Officer Miller. Discussions with consultant regarding building addition for evidence storage are ongoing. Staffing is at 30 with one open position.

## NM Fire Rescue

Crews conducted ice training February 8-10, probationary firefighters have been training in the areas of hydrant connecting, hoseline advancement, forceable entry, ventilation, positive pressure ventilation, packing attack hose, and SCBA's. Automatic Aid calls to Appleton for 2016 were 95, Appleton was dispatched to NMFR area for 132 calls. NMFR employees volunteered for Bruce Peterson water rescue benefit on Feb 11.



## MEMORANDUM

To: City of Menasha Common Council

From: Jennifer Sassman, Finance Manager 

Date: February 16, 2017

Subject: 4<sup>TH</sup> Quarter Financial Report

Please find attached the 4<sup>th</sup> quarter 2016 Financial Report, which includes all financial transactions that have been completed from January 1, 2016-December 31, 2016. Please keep in mind that this report is presenting our unaudited figures as additional entries will be made in preparation for the audit.

The revenues presented are showing a shortfall of \$299,659 but keep in mind that the following revenues are expected to be posted to 2016:

- Cable TV License -4<sup>th</sup> quarter~\$35,000
- Calumet County Dog License ~\$350
- Mass Transit Aid-4<sup>th</sup> quarter~\$40,000-\$50,000
- Public Health Aid-July-December~\$130,000-\$140,000

Keep in mind that a number of entries will be made in the Other Funds prior to the audit.

As noted when the 3<sup>rd</sup> Quarter Financial Report was presented, we will need to account for health insurance payments for those eligible employees that retired in 2016, as those funds need to be segregated and reserved for future obligations.

Please let me know if you have questions or would like to discuss this report in more detail.

**General Fund Revenues - Fourth Quarter 2016 (Unaudited)**  
**January 1, 2016 - December 31, 2016**

	2015 BUDGETED REVENUES	2015 Period Ending December 31, 2015	% Received	2016 BUDGETED REVENUES	2016 Period Ending December 31, 2016	% Received
<b>TAXES LEVIED BY CITY</b>						
General Property Tax	\$ 8,102,196	\$ 8,102,163	100.00%	\$ 8,248,402	\$ 8,248,406	100.00%
Mobile Home Property Taxes	155,000	147,673	95.27%	155,000	148,085	95.54%
Tax from Municipal Utility	663,149	643,429	97.03%	682,320	660,956	96.87%
Tax from Housing Authority	11,000	10,665	96.95%	11,000	10,338	93.98%
Interest/Penalty on Taxes	22,420	23,298	103.91%	24,000	24,181	100.76%
<b>TOTAL TAXES LEVIED</b>	<b>\$ 8,953,765</b>	<b>\$ 8,927,227</b>	<b>99.70%</b>	<b>\$ 9,120,722</b>	<b>\$ 9,091,966</b>	<b>99.68%</b>
<b>LICENSES &amp; PERMITS</b>						
Liquor License	\$ 30,500	\$ 21,387	70.12%	\$ 22,000	\$ 23,363	106.20%
Tavern Operators License	16,000	17,815	111.34%	6,600	7,080	107.27%
Cigarette License	1,990	2,000	100.50%	2,000	2,000	100.00%
Restaurant License	22,500	21,927	97.45%	22,500	18,838	83.72%
Amusement Device License	1,530	1,430	93.46%	1,430	1,600	111.89%
Electrician License	30	0	0.00%	0	0	0.00%
Heating License	1,550	1,695	109.35%	1,780	1,835	103.09%
Cable TV License	195,500	204,891	104.80%	206,000	161,548	78.42%
Weights & Measures License	22,103	25,048	113.32%	29,126	26,898	92.35%
Retail Food License	7,401	9,728	131.44%	9,947	13,103	131.73%
Tattoo Parlor License	286	0	0.00%	0	0	0.00%
Sundry License	250	425	170.00%	400	625	156.25%
Dog License	8,000	8,388	104.85%	8,000	7,660	95.75%
Cat License	850	896	105.41%	1,000	860	86.00%
Lodging License	40	180	450.00%	675	493	72.96%
Building Permit	77,000	112,037	145.50%	100,000	65,861	65.86%
Electrical Permit	23,400	32,011	136.80%	25,000	19,443	77.77%
Plumbing Permit	20,500	30,217	147.40%	25,000	17,372	69.49%
Street Excavation Permit	5,500	4,585	83.36%	5,100	5,492	107.69%
Heating Permit	23,550	32,603	138.44%	25,000	15,527	62.11%
Mobile Home Permit	0	0	0.00%	1,400	1,397	99.79%
Zoning Permit	6,000	3,810	63.50%	3,500	4,380	125.14%
Recreational Fire Permit	10,000	11,200	112.00%	11,300	10,840	95.93%
Sign Permit	3,500	6,300	180.00%	5,000	4,150	83.00%
Temporary Restaurant Permit	1,800	1,260	70.00%	1,500	1,093	72.87%
Erosion Control Permit	3,000	1,950	65.00%	1,000	1,725	172.50%
Pool Permit	1,800	2,243	124.61%	2,143	1,962	91.55%
Street Use Permit	200	50	25.00%	200	25	12.50%
Outdoor Service Permit	275	275	100.00%	275	175	63.64%
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>\$ 485,055</b>	<b>\$ 554,350</b>	<b>114.29%</b>	<b>\$ 517,876</b>	<b>\$ 415,343</b>	<b>80.20%</b>
<b>FINES &amp; PENALTIES</b>						
Court Penalties	\$ 70,000	\$ 72,976	104.25%	\$ 70,000	\$ 55,843	79.78%
Parking Violation	55,000	53,517	97.30%	54,000	43,061	79.74%
Damage Award-Law Enforcement				0	360	0.00%
<b>TOTAL FINES &amp; PENALTIES</b>	<b>\$ 125,000</b>	<b>\$ 126,493</b>	<b>101.19%</b>	<b>\$ 124,000</b>	<b>\$ 99,263</b>	<b>80.05%</b>
<b>FEDERAL, STATE &amp; COUNTY AIDS</b>						
Federal Aid-Law Enforcement	\$ 1,700	\$ 1,919	112.88%	\$ 1,700	0	0.00%
State Aid-Shared Revenues	3,707,435	3,704,218	99.91%	3,693,563	3,692,930	99.98%
State Aid-Computer Credit	14,881	20,496	137.73%	20,496	37,290	181.94%
State Aid-Fire	38,000	39,645	104.33%	39,645	41,880	105.64%
State Aid-Payment for Municipal Services	125,000	124,894	99.91%	125,000	119,926	95.94%
State Aid-Law Enforcement	24,000	27,668	115.28%	19,640	16,538	84.20%
State Aid-Highway Transportation	513,520	512,527	99.81%	487,324	487,085	99.95%
State Aid-Connecting Highway	61,515	61,515	100.00%	61,961	61,337	98.99%
State Aid-Other	125	120	96.32%	125	125	99.99%
State Aid-Public Health	97,022	105,237	108.47%	91,646	86,856	94.77%
State Aid-Library	0	423	0.00%	0	0	0.00%
State Aid-Senior Center	25,741	25,741	100.00%	25,741	25,741	100.00%
<b>TOTAL FEDERAL, STATE &amp; COUNTY AIDS</b>	<b>\$ 4,608,939</b>	<b>\$ 4,624,404</b>	<b>100.34%</b>	<b>\$ 4,566,841</b>	<b>\$ 4,569,708</b>	<b>100.06%</b>

	2015			2016		
	BUDGETED	2015	%	BUDGETED	2016	%
	REVENUES	Period Ending	Received	REVENUES	Period Ending	Received
		December 31, 2015			December 31, 2016	
<b>MISCELLANEOUS</b>						
Interest on Investments	\$ 20,500	\$ 20,383	99.43%	\$ 20,500	\$ 6,007	29.30%
Property Rental Revenue	62,500	76,459	122.33%	54,000	45,108	83.53%
Sale of Law Enforcement Property	10,000	5,182	51.82%	10,000	9,664	96.64%
Sale of Refuse Property	100	(50)	-50.06%	100	251	251.48%
Sale of Recyclable Materials	0	408	0.00%	250	0	0.00%
Sale of Fire Department Property	75,000	0	0.00%	75,000	0	0.00%
Insurance Recovery-Other Equipment	0	2,811	0.00%	0	0	0.00%
Insurance Recovery-Law Enforcement Equip	0	37,471	0.00%	0	0	0.00%
Insurance Recovery-Highway Equip	10,000	13,678	136.78%	10,000	10,808	108.08%
Donations & Gifts	15,500	7,400	47.74%	15,500	9,000	58.06%
Miscellaneous Revenue	25,000	69,319	277.28%	50,000	111,904	223.81%
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 218,600</b>	<b>\$ 233,059</b>	<b>106.61%</b>	<b>\$ 235,350</b>	<b>\$ 192,741</b>	<b>81.90%</b>
<b>PUBLIC CHARGES</b>						
Clerk	\$ 4,000	\$ 8,684	217.09%	\$ 6,000	\$ 6,955	115.92%
Treasurer	13,000	14,973	115.18%	14,000	16,906	120.76%
Data Processing	400	1,570	392.50%	950	1,000	105.26%
Law Enforcement	3,000	6,413	213.78%	3,000	2,015	67.16%
Fire Protection	700	3,227	460.93%	2,000	1,630	81.50%
Street Miscellaneous	300	(113)	-37.59%	300	17,831	5943.59%
Snow Removal	5,000	4,955	99.10%	7,500	4,032	53.75%
Engineering	0	220	0.00%	0	0	0.00%
Street Lighting	175	175	100.00%	175	290	165.51%
Street Patching	13,000	54,137	416.44%	13,000	32,354	248.88%
Parking Lot Stickers	3,500	2,256	0.00%	3,200	1,816	56.75%
Garbage & Refuse	107,000	122,336	114.33%	123,000	127,714	103.83%
Solid Waste Disposal	32,000	32,050	100.16%	33,000	32,150	97.42%
Weed Cutting	4,500	6,489	144.20%	6,500	7,034	108.22%
Cemetery	11,000	12,478	113.44%	12,000	23,975	199.79%
Public Health	46,620	52,202	111.97%	50,800	51,000	100.39%
Library Fines	15,000	15,444	102.96%	16,000	13,920	87.00%
Library Vending Services	8,800	8,553	97.20%	8,800	7,519	85.44%
Park	22,500	19,794	87.97%	22,000	19,848	90.22%
Pool	60,000	61,252	102.09%	60,000	61,970	103.28%
Recreation	37,500	36,351	96.94%	36,000	42,150	117.08%
Boat Launch	26,650	21,554	80.88%	23,500	19,443	82.74%
Senior Center	2,250	1,256	55.83%	1,600	1,242	77.64%
Boat Slip Rental	1,500	1,677	111.83%	1,600	1,329	83.04%
Pool Concession	14,000	18,056	128.97%	16,000	17,240	107.75%
Parks-Koslo	0	2,000	0.00%	700	0	0.00%
Special Events-Admin Fee	2,400	5,594	233.09%	4,000	6,360	159.00%
Room Tax	0	1,602	0.00%	3,100	1,934	62.40%
<b>TOTAL PUBLIC CHARGES</b>	<b>\$ 434,795</b>	<b>\$ 515,187</b>	<b>118.49%</b>	<b>\$ 468,725</b>	<b>\$ 519,655</b>	<b>110.87%</b>
<b>INTERGOVERNMENTAL CHARGES</b>						
Law Enforcement	\$ 237,240	\$ 242,991	102.42%	\$ 245,419	\$ 243,174	99.09%
Fire Department	103,765	24,789	23.89%	50,000	55,891	111.78%
Mass Transit	135,225	184,157	136.19%	132,686	68,252	51.44%
Street Misc				0	19,037	0.00%
Street Patching	50,000	53,240	106.48%	27,000	67,236	249.02%
Garbage/Refuse	36,380	36,515	100.37%	36,400	36,425	100.07%
Public Health	302,381	279,763	92.52%	306,127	150,060	49.02%
Library Tax	467,255	467,255	100.00%	459,449	459,652	100.04%
Economic Development	15,881	15,110	95.15%	15,067	15,067	100.00%
City Attorney	12,000	12,000	100.00%	12,000	12,000	100.00%
Personnel	0	1,485	0.00%	6,000	10,438	173.97%
State-Public Health	33,770	51,217	151.67%	40,244	42,433	105.44%
State-Lift Bridges	86,129	80,370	93.31%	85,639	81,542	95.22%
Bond/Note Proceeds	0	0	0.00%	75,000	75,000	100.00%
TIF Admin	149,647	157,321	0.00%	72,323	72,323	100.00%
Transfer from Marina	5,000	5,000	100.00%	5,000	5,000	100.00%
<b>TOTAL INTERGOVERNMENTAL CHARGES</b>	<b>\$ 1,634,673</b>	<b>\$ 1,611,215</b>	<b>98.56%</b>	<b>\$ 1,568,354</b>	<b>\$ 1,413,531</b>	<b>90.13%</b>
<b>TOTAL REVENUES</b>	<b>\$ 16,460,827</b>	<b>\$ 16,591,934</b>	<b>100.80%</b>	<b>\$ 16,601,868</b>	<b>\$ 16,302,209</b>	<b>98.20%</b>

**General Fund Expenditures - Fourth Quarter 2016 (Unaudited)**  
**January 1, 2016 - December 31, 2016**

	2015 ANNUAL BUDGET	2015 Period Ending December 31, 2015	% Expended	2016 ANNUAL BUDGET	2016 Period Ending December 31, 2016	% Expended
<b>GENERAL GOVERNMENT</b>						
Mayor	\$ 114,454	\$ 117,364	102.54%	\$ 102,612	\$ 93,843	91.45%
Attorney	133,059	116,856	87.82%	168,465	149,417	88.69%
Personnel	224,129	196,113	87.50%	207,388	187,196	90.26%
City Clerk	112,835	105,769	93.74%	111,888	96,729	86.45%
Elections	62,898	88,807	141.19%	76,021	74,215	97.62%
Municipal Court	3,000	3,100	103.33%	3,250	3,250	100.00%
Finance	456,777	444,527	97.32%	465,750	446,911	95.96%
Assessor	83,552	77,953	93.30%	80,154	76,998	96.06%
Common Council	70,489	72,760	103.22%	71,462	73,645	103.06%
Illegal Tax/Tax Refund	3,000	0	0.00%	3,000	4,982	166.07%
Uncollectable Debt	3,000	(7,019)	-233.95%	5,000	6,056	121.11%
Room Tax	0	1,849	0.00%	3,000	1,432	47.73%
Transfer to Steam Utility	0	1,861	0.00%			
Employees Safety Commission	20,658	19,628	95.02%	21,360	20,500	95.97%
Municipal Buildings	122,210	119,745	97.98%	119,373	108,952	91.27%
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$ 1,410,061</b>	<b>\$ 1,359,314</b>	<b>96.40%</b>	<b>\$ 1,438,723</b>	<b>\$ 1,344,126</b>	<b>93.42%</b>
<b>PUBLIC SAFETY</b>						
Police	\$ 4,517,559	\$ 4,468,923	98.92%	\$ 4,581,532	\$ 4,365,215	95.28%
Crossing Guards	23,085	17,462	75.64%	23,085	18,307	79.30%
Community Service	102,400	102,467	100.07%	38,459	31,013	80.64%
Auxiliary Police	13,330	9,705	72.81%	13,330	8,084	60.65%
Jail/Prisoner Meal Charge	12,000	8,316	69.30%	11,000	9,085	82.59%
Code Enforcement	0	0	0.00%	77,789	74,062	95.21%
Fire	3,172,408	3,161,581	99.66%	3,234,419	3,230,543	99.88%
Emergency Government	831	518	62.34%	831	557	67.01%
Weights & Measures	22,103	23,261	105.24%	23,371	22,465	96.12%
Inspection	138,829	193,807	139.60%	137,982	114,407	82.91%
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 8,002,545</b>	<b>\$ 7,986,041</b>	<b>99.79%</b>	<b>\$ 8,141,798</b>	<b>\$ 7,873,738</b>	<b>96.71%</b>
<b>PUBLIC WORKS</b>						
Engineering	\$ 225,510	\$ 240,469	106.63%	\$ 262,695	\$ 220,590	83.97%
Street Construction/Excavation	837,396	756,926	90.39%	723,218	815,698	112.79%
Snow & Ice	335,301	335,967	100.20%	339,071	407,116	120.07%
Street Signs	190,720	231,638	121.45%	203,966	219,616	107.67%
Sidewalks & Crosswalks	104,344	150,155	143.90%	99,169	180,858	182.37%
Street Lighting	245,150	306,466	125.01%	242,900	268,438	110.51%
Parking Lots	28,904	43,490	150.46%	30,924	32,768	105.96%
Canal Maintenance/Construction	640	653	102.10%	850	790	92.91%
Refuse Collection & Disposal/Commercial	779,230	832,162	106.79%	793,509	872,916	110.01%
Weed Cutting	41,456	42,540	102.62%	39,163	33,940	86.66%
Recycling-Solid Waste	0	9,348		0	0	0.00%
Valley Transit	174,079	167,421	96.18%	172,165	170,705	99.15%
Dial-A-Ride	13,000	11,200	86.15%	12,000	11,200	93.33%
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 2,975,730</b>	<b>\$ 3,128,436</b>	<b>105.13%</b>	<b>\$ 2,919,630</b>	<b>\$ 3,234,634</b>	<b>110.79%</b>
<b>CULTURE, RECREATION &amp; EDUCATION</b>						
Library	\$ 1,469,127	\$ 1,480,916	100.80%	\$ 1,486,810	\$ 1,472,964	99.07%
Recreation	276,124	263,852	95.56%	281,063	280,681	99.86%
Pool	209,876	236,533	112.70%	217,658	217,794	100.06%
Lift Bridges	78,266	79,467	101.53%	85,639	82,518	96.36%
Civic Commemorations	39,310	19,184	48.80%	39,310	23,860	60.70%
Parks	908,750	908,175	99.94%	907,081	941,274	103.77%
Heckrodt	4,000	4,000	100.00%	75	75	100.00%
<b>TOTAL CULTURE, RECREATION &amp; EDUCATION</b>	<b>\$ 2,985,453</b>	<b>\$ 2,992,127</b>	<b>100.22%</b>	<b>\$ 3,017,636</b>	<b>\$ 3,019,166</b>	<b>100.05%</b>
<b>CONSERVATION &amp; DEVELOPMENT</b>						
Forestry	\$ 51,505	\$ 44,755	86.89%	\$ 53,296	\$ 45,753	85.85%
Community Development	284,763	241,869	84.94%	265,671	239,107	90.00%
Urban Redevelopment	160	183	114.59%	200	396	197.83%
<b>TOTAL CONSERVATION &amp; DEVELOPMENT</b>	<b>\$ 336,428</b>	<b>\$ 286,807</b>	<b>85.25%</b>	<b>\$ 319,167</b>	<b>\$ 285,256</b>	<b>89.38%</b>

2015 ANNUAL BUDGET	2015 Period Ending December 31, 2015	% Expended	2016 ANNUAL BUDGET	2016 Period Ending December 31, 2016	% Expended
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**PUBLIC HEALTH**

Health	\$ 523,996	\$ 519,056	99.06%	\$ 535,857	\$ 516,999	96.48%
Environmental Health	62,210	64,134	103.09%	65,080	63,166	97.06%
Health Screening	23,551	25,220	107.09%	26,039	26,046	100.03%
Prevention	0	4,666		4,907	3,958	80.65%
Radon Grant	2,500	2,514	100.55%	3,500	1,753	50.08%
School Health Aids	40,383	37,722	93.41%	38,199	37,208	97.41%
Dental	42,740	35,593	83.28%	42,235	42,992	101.79%
Lead	2,724	2,837	104.15%	3,208	3,581	111.62%
Immunization	8,747	8,094	92.53%	8,826	8,826	100.00%
Maternal Child Health	14,848	13,276	89.42%	15,395	14,528	94.37%
Dental Sealant	5,680	11,224	197.60%	5,680	8,000	140.85%
Quality Improvement Grant	8,950	7,108	79.42%	0	0	
Bio-Terrorism	29,702	31,014	104.42%	31,102	36,443	117.17%
Twenty-Four/Seven	1,395	2,186	156.74%	1,395	1,743	124.93%
Senior Center	93,088	94,908	101.96%	94,373	93,696	99.28%
Animal Impoundment	18,000	12,350	68.61%	17,000	14,183	83.43%
Cemetery	27,096	29,889	110.31%	27,118	33,687	124.22%
<b>TOTAL PUBLIC HEALTH</b>	<b>\$ 905,610</b>	<b>\$ 901,791</b>	<b>99.58%</b>	<b>\$ 919,914</b>	<b>\$ 906,808</b>	<b>98.58%</b>

<b>100-GENERAL FUND TOTALS:</b>	<b>\$16,615,827</b>	<b>\$ 16,654,515</b>	<b>100.23%</b>	<b>\$16,756,868</b>	<b>\$ 16,663,728</b>	<b>99.44%</b>
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**Other Funds Operations (Unaudited)  
January 1, 2016 - December 31, 2016**

LEVY FUNDS	2015 ANNUAL BUDGET	2015 Period Ending December 31, 2015	% Expended	2016 ANNUAL BUDGET	2016 Period Ending December 31, 2016	% Expended
Capital Improvements	\$ 926,000	\$ 1,542,387	166.56%	\$ 2,088,835	\$ 1,348,607	64.56%
Debt Service	4,222,813	9,229,067	218.55%	4,148,527	4,497,859	108.42%
Post Employment Sick Leave	60,000	0	0.00%	60,000	0	0.00%
Recycling	398,200	361,622	90.81%	447,494	384,555	85.94%
<b>LEVY FUNDS - SUBTOTAL:</b>	<b>\$ 5,607,013</b>	<b>\$ 11,133,077</b>	<b>198.56%</b>	<b>\$ 6,744,856</b>	<b>\$ 6,231,022</b>	<b>92.38%</b>

**NON-LEVY FUNDS**

Sewer Utility	2,194,377	1,770,722	80.69%	2,198,555	1,635,596	74.39%
Stormwater Utility	1,784,339	1,307,848	73.30%	1,632,585	1,330,947	81.52%
Public Works Facility	1,042,447	1,041,268	99.89%	955,746	959,247	100.37%
Street Equipment	407,000	405,479	99.63%	453,000	429,768	94.87%
Property & Liability Insurance	121,330	114,550	94.41%	182,605	148,634	81.40%
Information Technology	415,727	318,912	76.71%	388,312	309,425	79.68%
Dental Insurance	130,907	113,050	86.36%	127,000	122,020	96.08%
Façade Improvement	10,000	0	0.00%	10,000	7,500	75.00%
Farm Fresh Market	0	0	0.00%	13,316	4,790	35.97%
CDBG Revolving Loan	60,000	30,156	50.26%	60,000	31,612	52.69%
Marina	207,769	178,332	85.83%	199,589	184,282	92.33%
Park Development	150,000	82,852	55.23%	125,000	139,083	111.27%
Library Endowment	34,000	32,486	95.55%	10,000	0	0.00%
Park & Recreation Donations	4,100	21,152	515.90%	4,000	16,068	401.69%
Hattie Miner Scholarship	4,000	3,750	93.75%	4,000	3,000	75.00%
Public Safety Donations	5,700	5,292	92.84%	5,750	5,454	94.85%
Redevelopment Authority	273,155	338,149	123.79%	271,290	61,649	22.72%
2008 Capital Projects	50,000	61,512	123.02%	0	0	0.00%
TID #1	82,758	99,859	120.66%	0	0	0.00%
TID #3	173,167	169,210	97.71%	172,479	172,479	100.00%
TID #4	159,467	159,203	99.83%	150,454	150,454	100.00%
TID #5	280,498	1,045,775	372.83%	285,540	282,705	99.01%
TID #6	339,894	345,390	101.62%	342,616	342,616	100.00%
TID #7	192,777	192,514	99.86%	193,804	193,804	100.00%
TID #8	96,442	91,745	95.13%	88,286	88,286	100.00%
TID #9	685,574	457,630	66.75%	1,117,315	565,026	50.57%
TID #10	31,107	281,119	903.72%	86,483	30,983	35.83%
TID #11	860,618	812,335	94.39%	102,263	88,827	86.86%
TID #12	363,772	446,456	122.73%	565,936	194,777	34.42%
TID #13	0	816,672	0.00%	1,289,773	1,409,491	109.28%
<b>NON-LEVY FUNDS SUBTOTAL:</b>	<b>\$10,160,925</b>	<b>\$ 10,743,417</b>	<b>105.73%</b>	<b>\$11,035,697</b>	<b>\$ 8,908,522</b>	<b>80.72%</b>

<b>TOTAL OTHER FUNDS:</b>	<b>\$15,767,938</b>	<b>\$ 21,876,494</b>	<b>138.74%</b>	<b>\$17,780,553</b>	<b>\$ 15,139,544</b>	<b>85.15%</b>
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<b>TOTAL BUDGET</b>	<b>\$32,383,765</b>	<b>\$34,537,421</b>				
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## FUND BALANCE 2006 - 2015

### Historical Fund Balance

December 31, 2006 Fund Balance	\$4,256,342
December 31, 2007 Fund Balance	\$3,920,868
December 31, 2008 Fund Balance	\$2,624,062
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$50,568)
SUBTRACT: Long Term Advance to Other Funds	(\$85,908)
SUBTRACT: 2009 Reservations	(\$571,722)
December 31, 2008 Available Fund Balance	<u>\$1,915,864</u>
December 31, 2009 Fund Balance	\$2,763,034
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$444,672)
SUBTRACT: Long Term Advance to Other Funds	(\$88,201)
SUBTRACT: 2010 Reservations	(\$583,852)
December 31, 2009 Available Fund Balance	<u>\$1,646,309</u>
December 31, 2010 Fund Balance	\$2,004,338
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$151,759)
SUBTRACT: Long Term Advance to Other Funds	(\$88,502)
SUBTRACT: 2011 Reservations	(\$482,766)
December 31, 2010 Available Fund Balance	<u>\$1,281,311</u>
December 31, 2011 Fund Balance	\$2,248,561
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$322,112)
SUBTRACT: 2012 Reservations	(\$379,525)
December 31, 2011 Available Fund Balance	<u>\$1,546,924</u>
December 31, 2012 Fund Balance	\$2,363,718
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$326,200)
SUBTRACT: Long Term Advance to Other Funds	(\$386,098)
SUBTRACT: 2013 Reservations	(\$233,813)
December 31, 2012 Available Fund Balance	<u>\$1,417,607</u>
December 31, 2013 Fund Balance	\$2,426,542
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$167,068)
SUBTRACT: 2014 Reservations	(\$277,065)
December 31, 2013 Available Fund Balance	<u>\$1,982,409 *</u>
December 31, 2014 Fund Balance	\$2,801,805
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$311,284)
SUBTRACT: Long Term Advance to Other Funds	(\$509,850)
SUBTRACT: 2015 Reservations	(\$329,687)
December 31, 2014 Available Fund Balance	<u>\$1,650,984</u>
December 31, 2015 Fund Balance	\$2,739,223
SUBTRACT: Inventory - Unspendable (New Requirement Per GASB 54)	(\$172,774)
SUBTRACT: Long Term Advance to Other Funds	(\$1,122,249)
SUBTRACT: 2016 Reservations	(\$172,328)
December 31, 2015 Unassigned/Available Fund Balance	<u>\$1,271,872</u>

### 2016 Fund Balance

January 1, 2016 Fund Balance	\$2,739,223
Change in Fund Balance Due to 2016 Operations	TBD
Estimated Balance as of December 31, 2016**	<u>\$2,739,223</u>

\* Change in Calculation of General Fund, Fund Balance

\*\*Fund Balance changes annually at year-end, as a result of current year operations.

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, February 6, 2017  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:56 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Krautkramer, Collier, Keehan, Zelinski, Spencer, Benner, Nichols.  
ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, CDD Buck, PRD Tungate,  
PHD McKenney, FM Sassman, 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)

Stan Sevenich, 645 9<sup>th</sup> Street, Menasha. Comments on the pedestrian walkway item.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. Board of Appeals, [5/16/2016](#) & [1/25/2017](#)
- b. [Board of Health, 12/14/2016](#)
- c. Column Committee, [1/10/2017](#) & [1/17/2017](#)
- d. [Library Board, 12/28/2016](#)
- e. [NMFR Joint Finance and Personnel Committee, 01/24/2017](#)
- f. [Park and Recreation Board, 1/10/2017](#)
- g. [Plan Commission, 1/10/2017](#)
- h. [Police Commission, 11/17/2016](#)
- i. [Water & Light Commission, 12/21/2016](#)

Communications:

- j. [Menasha PD partners with Fox Valley law enforcement agencies to arrest hunger](#)
- k. [Notice of Award - \\$2,500.00 in Retail Program Standards Grant Funds Memorandum, 1/11/2017, PHD McKenney](#)
- l. [Partial Release of Personal Guarantee for Christine A. Sohns Memorandum, 1/31/2017, CA Captain](#)
- m. [2016 Building Permit Summary Memorandum, 1/26/2017, Kristi Heim Community Development Coordinator](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications a-m.

General discussion ensued on Column Committee Minutes, Menasha PD Partners with Fox Valley Law Enforcement Agencies, Partial Release of Personal Guarantee for Christine A. Sohns, and 2016 Building Permit Summary.

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, 1/3/2017](#)

Board of Public Works, 2/6/2017, Recommends the Approval of:

2. [Change Order – Vinton Construction Company, 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; ADD: \\$1,460.23 \(Change Order No. 3 and Final\)](#)
3. [Payment – Vinton Construction Company, 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; \\$11,677.97 \(Payment No. 3 and Final\)](#)

Parks and Recreation Board, 1/10/2017, Recommends the Approval of:

4. [Parks and Recreation Fee Reciprocity Agreement with the City of Appleton from January 1, 2017 to December 31, 2021](#)
5. [Parks and Recreation Fee Reciprocity Agreement with the City of Neenah from January 1, 2017 to December 31, 2021](#)
6. [Parks and Recreation Fee Reciprocity Agreement with the Village of Fox Crossing from January 1, 2017 to December 31, 2017](#)
7. [Adoption of the changes to the program fees for 2017 as depicted in Chart #1](#)
8. [Adoption of the revised three tier special event fee schedule for 2017 as depicted in Chart #2](#)
9. [Adoption of the revised park facility fee schedule for 2017 as depicted in Chart #3](#)

Joint Fire Finance & Personnel, 1/24/2017, Recommends the Approval of

10. [The 2017 Radio Service Agreement with Baycom for a total of \\$6,039,330 and recognize the 2018 total of \\$6,000.00](#)
11. [The purchase of the 2017 Ford Explorer for a price of \\$29,755.00 and purchase of emergency lights, sirens, graphics, and other needed equipment for a total cost not to exceed \\$35,000 and direct NMFR staff to take the 1994 Chevy Suburban out of service and sell this vehicle.](#)

Ald. Zelinski requested to remove items 2&6 from Consent Agenda.

Ald. Taylor requested to remove items 3&4 from Consent Agenda.

Moved by Ald. Benner seconded by Ald. Zelinski to approve Consent Agenda items 1, 5, 7-10.  
Motion carried on roll call 8-0.

#### H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 2, Change Order for Vinton Construction Company, 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; ADD: \$1,460.23 (Change Order No. 3 and Final)

Discussion ensued on separating amounts in the change order.

Motion carried on roll call 6-2.

Ald. Nichols, Taylor, Keehan, Spencer, Benner voted yes.

Ald. Collier, Zelinski voted no.

2. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 3, Payment to Vinton Construction Company, 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; \$11,677.97 (Payment No. 3 and Final)

Moved by Ald. Taylor seconded by Ald. Zelinski to table for two weeks.

Motion failed on roll call 2-6.

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

Original motion to approve carried on roll call 5-3.

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

3. Moved by Ald. Zelinski seconded by Ald. Keehan to approve Consent Agenda item 6, Parks and Recreation Fee Reciprocity Agreement with the Village of Fox Crossing from January 1, 2017 to December 31, 2017.

General discussion ensued on the terms of the reciprocity agreement.

Motion carried on roll call 8-0.

## H. ITEMS REMOVED FROM THE CONSENT AGENDA, Cont'd.

4. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 4, Parks and Recreation Fee Reciprocity Agreement with the City of Appleton from January 1, 2017 to December 31, 2021

General discussion ensued on the terms of the reciprocity agreement.  
Motion carried on roll call 7-1. Ald. Taylor voted no.

## I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 1/4/2017—1/12/2017 in the amount of \\$7,696,204.87](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.  
Motion carried on roll call 8-0.

2. [Accounts Payable and payroll for the term of 1/19/2017—2/2/2017 in the amount of \\$2,159,111.23](#)

Moved by Nichols seconded by Ald. Keehan to approve accounts payable and payroll.  
Motion carried on roll call 8-0.

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

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo date 2/1/17.

Motion carried on roll call 8-0.

Police Department recommends denying beverage operator's license application for Catherine Zimmerman as she does not meet the criteria under the established guidelines.

Moved by Ald. Nichols seconded by Ald. Keehan to deny beverage operator's license application for Catherine Zimmerman as she does not meet the criteria under the established guidelines.

Motion carried on roll call 8-0.

4. [Enhance Building Inspector/Housing Specialist Position Starting Package](#)

CDD Buck explained staff is of the opinion that the ability of offering a starting annual salary of up to \$56,323 as well as an enhanced starting vacation package up to three weeks will make the position desirable for qualified candidates.

Moved by Ald. Keehan seconded by Ald. Collier to approve enhance Building Inspector/Housing Specialist Position Starting Package.

Motion carried on roll call 8-0.

## J. HELD OVER BUSINESS

## K. ORDINANCES AND RESOLUTIONS

1. [R-1-17 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(Province Terrace\) as recommended by the Board of Public Works, 2/6/2017; Introduced by Alderman Krautkramer](#)

Moved by Ald. Krautkramer seconded by Ald. Keehan to approve R-1-17.

Motion carried on roll call 8-0.

2. [R-2-17 A Resolution of the City of Menasha Exercising its Option to Acquire the Leased Facility \(Electric Assets\) from WPPI Energy Inc. As Recommended by the Utility Commission; Introduced by Mayor Merkes](#)

Moved by Ald. Benner seconded by Ald. Nichols to approve R-2-17.

MUGM Krause explained the resolution is to allow City of Menasha/Menasha Utilities to acquire their electric assets back from WPPI Energy Inc.

Motion carried on roll call 8-0.

## L. APPOINTMENTS

- a. Reappointment of Ray Zielinski to the Neenah-Menasha Sewerage Commission for the term of January 2017 to January 2020  
Moved by Ald. Taylor seconded by Ald. Zelinski to approve reappointment of Ray Zielinski to Neenah-Menasha Sewerage Commission.  
Motion carried on voice vote.
- b. [Appointment of Jennifer Sassman, City Finance Manager, as the Interim Comptroller/Treasurer](#)  
Moved by Ald. Benner seconded by Ald. Collier to approve appointment of Jennifer Sassman, City Finance Manager as the Interim Comptroller/Treasurer.  
Motion carried on voice vote.
- c. [Accept the resignation of Gretchen DeCoster from the Plan Commission](#)
- d. [Appointment of Kara Homan to the Plan Commission for the term of 2/6/2017-5/1/2017](#)  
Moved by Ald. Benner seconded by Ald. Keehan to accept resignation of Gretchen DeCoster and approve appointment of Kara Homan to Plan Commission.  
Motion carried on voice vote.

## 3. CLAIMS AGAINST THE CITY

None

## 4. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

Stan Sevenich, 645 9<sup>th</sup> Street, Menasha. 1) Compliments for Jennifer Sassman as Interim Comptroller/Treasurer; 2) Congratulations to Menasha Utilities Staff and Water & Light Commission on buying back the electric assets; 3) Comments on the protocol on the handling of the partial release of the personal guarantee for Christine A. Sohns.

## 5. RECESS

Moved by Ald. Benner seconded by Ald. Keehan to recess at 7:59 p.m.  
Motion carried on voice vote.

Reconvened at 8:52 p.m.

## 6. ACTION ITEMS

1. City of Menasha vs. Village of Fox Crossing, Wisconsin & Town of Menasha, Wisconsin, Case No. 16CV-983-BR3.

Mayor Merkes and CA Captain explained the status of the case.

Moved by Ald. Zelinski seconded by Ald. Taylor to end litigation on the City of Menasha vs. Village of Fox Crossing, Wisconsin & Town of Menasha, Wisconsin, Case No. 16CV-983-BR3.  
General discussion ensued on the status of the case  
Motion failed on roll call 1-7. Ald. Zelinski voted yes.

2. May adjourn into Closed Session pursuant to Wis Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (City of Menasha vs. Village of Fox Crossing, Wisconsin & Town of Menasha, Wisconsin, Case No. 16CV-983-BR3)  
No action.

3. May reconvene into Open Session to take action on items discussed in Closed Session  
No action.

## 7. ADJOURNMENT

Moved by Ald. Benner seconded Ald. Keehan to adjourn at 9:10 p.m.  
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk



## MEMORANDUM

Date: January 12, 2017  
To: Administration Committee  
From: Pamela A. Captain, City Attorney *PAC*  
Re: Gold Cross Request to use TRIP through the City of Menasha

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Gold Cross Ambulance Service, Inc. (Gold Cross) asks the City of Menasha to allow its participation in the State of Wisconsin's tax refund interception program.

In 2015, the Wisconsin legislature amended the statutes to allow debts owed to an ambulance service provider, operating under a contract with a municipality, to collect unpaid debts related to the service provided individuals in that municipality through the tax refund interception program (TRIPs).

There is no written agreement between the City and Gold Cross. I am informed that since the city ambulance service was discontinued, beginning in 1977, Gold Cross has been listed as the primary ambulance service in Menasha for purposes of 911 dispatching. Gold Cross ambulance is also listed within the Cities of Menasha and Neenah operational plans as the cities' primary ambulance service. I am informed by Steve Radich, Administrative Director of Gold Cross, that ambulance service providers have worked with the Department of Revenue to determine that the designation of an ambulance provider in the State Operational Plan is sufficient under §71.935(1)(a), Wis. Stats. to allow utilization of the TRIPs program.

There is an order of priority with respect to the payment of tax refund interception funds summarized as follows:

1. Department of Revenue
2. State Agencies (in order of certification/filing)
3. Counties/Municipalities (in order of certification/filing)
4. Federal Government (non-tax debts)

With respect to the order of priority, be aware that the unpaid debts of the ambulance service provider will fall under #3. Once the debt is certified, it is paid first in, first out.

The question before you is whether Menasha will authorize Gold Cross access to use the TRIPs program for collection of unpaid debts owed to Gold Cross.

**CHANGE ORDER**

Date: 2/2/2017

Change Order No. 1 (One)

**Contractor:**

**Contract No.:**

Unit No. 2016-02

**Project:**

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

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

I. Quantity Changes (See Attached) = \$37,935.98

The changes result in the following adjustments:

	CONTRACT-TOTAL	TIME
Prior to this Change Order	<u>\$ 893,042.04</u>	_____ Days
Adjustments per this Change Order	<u>\$ 37,935.98</u>	_____ Days
Current Contract Status	<u>\$ 930,978.02</u>	_____ Days

Directed/Authorized

City of Menasha Dept. of Public Works

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

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

Accepted

By: Brian C. Enders *SW*

Date: 2/2/17

Itemized Bid Tabulation								
City of Menasha Contract Unit No. 2016-02								
New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement within Parking Area, (8' Wide Asphalt Trail), Menasha Utilities Office ( Parking Area Paving) and Storm Sewer								
Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road (8' Wide Asphalt Trail), Menasha Utilities Office (Parking Area Paving), Keil Way								
Unit 2016-02 Menasha Utilities Parking Lot				Payment # 6 (Six) & Final				
Item	Quantity	DESCRIPTION	UNIT PRICE		YTD Total		YTD Changes	
BASE BID			UNIT PRICE	ITEM TOTAL	Quantity	Total	Quantity	Change
1	7,000	Asphalt Pavement Removal/SY	\$ 1.15	\$ 8,050.00	7000.00	\$ 8,050.00	0.00	\$ -
2	7,589	Fine Grading and Compaction/SY	\$ 1.25	\$ 9,486.25	7589.00	\$ 9,486.25	0.00	\$ -
3	1	Utility Adjustment/Each	\$ 300.00	\$ 300.00	2.00	\$ 600.00	1.00	\$ 300.00
4	14	Sawcut/LF	\$ 1.75	\$ 24.50	14.00	\$ 24.50	0.00	\$ -
5	764	Asphalt Binder Course Pavement 1 1/3" Thick Type E-0.3 (19 mm)/Ton	\$ 52.00	\$ 39,728.00	747.32	\$ 38,860.64	-16.68	\$ (867.36)
6	764	Asphalt Surface Course Pavement 1 3/4" Thick Type E-0.3 (12.5 mm)/Ton	\$ 55.50	\$ 42,402.00	790.84	\$ 43,891.62	26.84	\$ 1,489.62
7	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -
8	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	0.00	\$ -
CHANGE		Lawn and Terrace Restoration/SY	\$ 5.80		488.60	\$ 2,833.88	488.60	\$ 2,833.88
<b>Total Unit 2016-02 Menasha Utilities Parking Lot</b>				\$ 105,740.75		\$ 109,496.89		\$ 3,756.14
Unit 2016-02 Manitowoc Road / Plank Road Trail								
1	6	Remove and Replace Inlet/Each	\$ 2,500.00	\$ 15,000.00	6.00	\$ 15,000.00	0.00	\$ -
2	2	Remove Inlet and Abandon Storm Inlet Lead/Each	\$ 345.00	\$ 690.00	2.00	\$ 690.00	0.00	\$ -
3	1,235	Unclassified Excavation/CY	\$ 8.50	\$ 10,497.50	1235.00	\$ 10,497.50	0.00	\$ -
4	1,000	Recycled/Pulverized Stone Placement (10" Thick)/CY	\$ 11.00	\$ 11,000.00	1000.00	\$ 11,000.00	0.00	\$ -
5	3,604	Fine Grading and Compaction/SY	\$ 2.25	\$ 8,109.00	3604.00	\$ 8,109.00	0.00	\$ -
6	2,189	30" Concrete Curb & Gutter/LF	\$ 10.20	\$ 22,327.80	2200.00	\$ 22,440.00	11.00	\$ 112.20
7	8	30" Concrete Curb and Gutter (Remove and Replace)/LF	\$ 40.00	\$ 320.00	51.00	\$ 2,040.00	43.00	\$ 1,720.00
8	2,174	30" Concrete Curb and Gutter (Removal)/LF	\$ 2.00	\$ 4,348.00	2200.00	\$ 4,400.00	26.00	\$ 52.00
9	15	Utility Adjustment/Each	\$ 290.00	\$ 4,350.00	17.00	\$ 4,930.00	2.00	\$ 580.00
10	2,235	Sawcut/LF	\$ 1.75	\$ 3,911.25	2362.00	\$ 4,133.50	127.00	\$ 222.25
11	412	3" Thick Asphalt Trail Type E-0.3 (12.5 mm) Placed in One Lift/Ton	\$ 53.40	\$ 22,000.80	365.22	\$ 19,502.75	-46.78	\$ (2,498.05)
12	743	4" Thick Asphalt Pavement (Remove & Replace) Type E-1 Placed in Two Lifts/SY	\$ 18.95	\$ 14,079.85	918.00	\$ 17,396.10	175.00	\$ 3,316.25
13	80.00	Remove Existing Asphalt Trail and Driveway/SY	\$ 4.50	\$ 360.00	80.00	\$ 360.00	0.00	\$ -
14	669	3" Thick Asphalt Driveway/Apron (Remove and Replace)/SY	\$ 17.85	\$ 11,941.65	688.78	\$ 12,294.72	19.78	\$ 353.07
15	474	3" Thick Asphalt Apron/SF	\$ 3.75	\$ 1,777.50	566.21	\$ 2,123.29	92.21	\$ 345.79
16	3	Handicap Ramp Curb Cut/Each	\$ 350.00	\$ 1,050.00	0.00	\$ -	-3.00	\$ (1,050.00)
17	531	6" Thick Concrete Handicap Ramp/SF	\$ 4.75	\$ 2,522.25	978.53	\$ 4,648.02	447.53	\$ 2,125.77
18	87	4" Thick Concrete Sidewalk (Remove and Replace)/SF	\$ 6.00	\$ 522.00	130.60	\$ 783.60	43.60	\$ 261.60
19	172	6" Thick Concrete Handicap Ramp (Remove and Replace)/SF	\$ 5.75	\$ 989.00	174.50	\$ 1,003.38	2.50	\$ 14.38
20	2,546	Lawn and Terrace Restoration/SY						
21	1	Clearing and Grubbing/LS	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	\$ -
22	1	Temporary Mailbox/LS	\$ 475.00	\$ 475.00	1.00	\$ 475.00	0.00	\$ -
23	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -
24	1	Traffic Control/LS	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	0.00	\$ -
25	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 7,100.00	\$ 7,100.00	1.00	\$ 7,100.00	0.00	\$ -
<b>Total Unit 2016-02 Manitowoc Road / Plank Road Trail</b>				\$ 151,171.60		\$ 156,726.85		\$ 5,555.25
Unit 2016-02 Street Rehabilitation, Street Reconstruction; New Street Construction								
1	400	Topsoil Stripping/CY	\$ 4.00	\$ 1,600.00	400.00	\$ 1,600.00	0.00	\$ -
2	1	Remove and Replace Inlet/Each	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	\$ -
3	2	New Inlet/Each	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00	0.00	\$ -
4	15	10" HDPE Inlet Lead/LF	\$ 55.00	\$ 825.00	29.50	\$ 1,622.50	14.50	\$ 797.50
5	190	15" SDR-35 PVC Storm Sewer Relay/LF	\$ 38.00	\$ 7,220.00	186.00	\$ 7,068.00	-4.00	\$ (152.00)
6	150	18" SDR-35 PVC Storm Sewer Relay/Each	\$ 45.00	\$ 6,750.00	151.00	\$ 6,795.00	1.00	\$ 45.00
7	43	18" HDPE Culvert/LF	\$ 45.00	\$ 1,935.00	44.00	\$ 1,980.00	1.00	\$ 45.00
8	2	Endwall for 18" HDPE Culvert Pipe/Each	\$ 150.00	\$ 300.00	2.00	\$ 300.00	0.00	\$ -
9	20	6" SCH-40 PVC Sanitary Sewer Lateral/LF	\$ 58.00	\$ 1,160.00	130.00	\$ 7,540.00	110.00	\$ 6,380.00
10	45	4" Under Pavement Drain/LF	\$ 18.00	\$ 810.00	45.00	\$ 810.00	0.00	\$ -
11	7.92	48" Diameter Storm Manhole/V.F.	\$ 210.00	\$ 1,663.20	7.92	\$ 1,663.20	0.00	\$ -
12	16,021	Pavement / Base Pulverizing/SY	\$ 0.50	\$ 8,010.50	16624.00	\$ 8,312.00	603.00	\$ 301.50
13	1,969.00	Unclassified Excavation of Pulverized Material/CY	\$ 8.50	\$ 16,736.50	2037.00	\$ 17,314.50	68.00	\$ 578.00
14	3,531	Unclassified Excavation/CY	\$ 8.60	\$ 30,366.60	3817.00	\$ 32,826.20	286.00	\$ 2,459.60
15	38	30" Concrete Curb and Gutter Removal Only/LF	\$ 2.50	\$ 95.00	38.00	\$ 95.00	0.00	\$ -
16	687	Supply, Place and Compact Clean Fill/CY	\$ 8.95	\$ 6,148.65	687.00	\$ 6,148.65	0.00	\$ -
17	1,767	3" Crushed Dense Aggregate Base Course Placement/CY	\$ 11.00	\$ 19,437.00	2044.00	\$ 22,484.00	277.00	\$ 3,047.00
18	870	Pulverized Stone Placement/CY	\$ 11.05	\$ 9,613.50	870.00	\$ 9,613.50	0.00	\$ -
19	22,749	Fine Grading and Compaction/SY	\$ 1.20	\$ 27,298.80	23427.00	\$ 28,112.40	678.00	\$ 813.60
20	3,031	30" Concrete Curb and Gutter/LF	\$ 9.90	\$ 30,006.90	3139.00	\$ 31,076.10	108.00	\$ 1,069.20
21	1,265	30" Concrete Curb and Gutter Remove and Replace/LF	\$ 24.00	\$ 30,360.00	1356.50	\$ 32,556.00	91.50	\$ 2,196.00

22	2,920	No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 2,920.00	1460.00	\$ 1,460.00	-1460.00	\$ (1,460.00)
23	79	Utility Adjustment/Each	\$ 290.00	\$ 22,910.00	62.00	\$ 17,980.00	-17.00	\$ (4,930.00)
24	30	Water Valve Adjustment/Each	\$ 30.00	\$ 900.00	1.00	\$ 30.00	-29.00	\$ (870.00)
25	978	Sawcut/LF	\$ 1.75	\$ 1,711.50	886.42	\$ 1,551.24	-91.58	\$ (160.27)
26	287	Asphalt Binder Course Pavement 2 1/4" Thick Type E1 (19 mm)/Ton	\$ 48.90	\$ 14,034.30	285.40	\$ 13,956.06	-1.60	\$ (78.24)
27	223	Asphalt Surface Course Pavement 1 3/4" Thick E1 (12.5 mm)/Ton	\$ 54.75	\$ 12,209.25	241.98	\$ 13,248.41	18.98	\$ 1,039.16
28	3,354	Asphalt Binder Course Pavement 3" Thick Type E1 (19 mm)/Ton	\$ 45.20	\$ 151,600.80	3314.67	\$ 149,823.08	-39.33	\$ (1,777.72)
29	2,236	Asphalt Surface Course Pavement 2" Thick Type E1 (12.5 mm)/Ton	\$ 51.25	\$ 114,595.00	2248.74	\$ 115,247.93	12.74	\$ 652.92
30	1,074	3" Thick Asphalt Driveway Apron Remove and Replace/SF	\$ 4.31	\$ 4,628.94	1016.00	\$ 4,378.96	-58.00	\$ (249.98)
31	1,533	6" Thick Concrete Driveway Apron Remove and Replace/SF	\$ 4.25	\$ 6,515.25	1909.00	\$ 8,113.25	376.00	\$ 1,598.00
32	650	Various Thickness Asphalt Driveway Remove and Replace/SF	\$ 6.50	\$ 4,225.00	725.00	\$ 4,712.50	75.00	\$ 487.50
33	548	Various Thickness Concrete Driveway Remove and Replace/SF	\$ 5.75	\$ 3,151.00	837.01	\$ 4,812.81	289.01	\$ 1,661.81
34	235	Various Thickness Concrete Service Walk/SF	\$ 5.00	\$ 1,175.00	316.05	\$ 1,580.25	81.05	\$ 405.25
35	1	Concrete Step/Each	\$ 350.00	\$ 350.00	1.00	\$ 350.00	0.00	\$ -
36	5,493	4" Thick Concrete Sidewalk/SF	\$ 3.75	\$ 20,598.75	5332.80	\$ 19,998.00	-160.20	\$ (600.75)
37	3,159.00	4" Thick Concrete Sidewalk Remove and Replace/SF	\$ 4.70	\$ 14,847.30	4893.52	\$ 22,999.54	1734.52	\$ 8,152.24
38	1,323	6" Thick Concrete Sidewalk/SF	\$ 4.25	\$ 5,622.75	1700.90	\$ 7,228.83	377.90	\$ 1,606.08
39	801	6" Thick Concrete Sidewalk Remove and Replace/SF	\$ 5.25	\$ 4,205.25	1270.25	\$ 6,668.81	469.25	\$ 2,463.56
40	316	6" Thick Concrete Handicap Ramp/SF	\$ 4.75	\$ 1,501.00	231.90	\$ 1,101.53	-84.10	\$ (399.48)
41	601	6" Thick Concrete Handicap Ramp Remove and Replace/SF	\$ 5.75	\$ 3,455.75	725.82	\$ 4,173.47	124.82	\$ 717.72
42	417	Lawn and Terrace Restoration/SY	\$ 5.80	\$ 2,418.60	1384.22	\$ 8,028.48	967.22	\$ 5,609.88
43	1	Survey Monument Re-Establishment/LS	\$ 1,325.00	\$ 1,325.00	1.00	\$ 1,325.00	0.00	\$ -
44	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -
45	1	Traffic Control/LS	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	0.00	\$ -
46	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$ -
<b>Total Unit 2016-02 Street Rehabilitation, Street Reconstruction; New Street Construction</b>			\$ 611,787.09			\$ 643,235.17		\$ 31,448.08
<b>Grand Total of Menasha Utilities Parking Lot; Manitowoc Road / Plank Road Trail and Street Rehabilitation; Street Reconstruction; New Street Construction</b>			\$ 868,699.44			\$ 909,458.92		
<b>Alternate Bid "A" Item</b>								
A1	4,197	Lawn and Terrace Restoration Utilizing 2" Pulverized Top Soil/SY	\$ 5.80	\$ 24,342.60	3710.19	\$ 21,519.10	-486.81	\$ (2,823.50)
<b>Total Alternate Bid "A" (Item A1)</b>			\$ 24,342.60			\$ 21,519.10		
<b>Alternate Bid "B" Item</b>								
B1	1,767	3" Crushed Dense Aggregate Base Course Furnish/Placement/CY	\$ 14.85	\$ 26,239.95	0.00	\$ -		
<b>Total Alternate Bid "B" (Item B1)</b>			\$ 26,239.95					
<b>TOTAL AWARDED CONTRACT</b>			\$ 893,042.04			\$ 930,978.02		\$ 37,935.98

**Certificate of Payment**

Date: February 2, 2017

Payment Request: 6 (Six) & Final

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.: 1 (One) Amount: \$ 37,935.98

Previous Change Order(s): \$ 0

Total Contract Amount (Including Change Orders) \$ 930,978.02

Total Earned to Date (Summary Attached) \$ 930,978.02

Less Retainage (0%) \$ 0

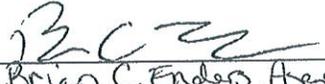
Amount Due \$ 930,978.02

Previous Payments \$ 823,312.31

Amount Due this Payment \$ 107,665.71

Estimate Period from October 13, 2016 to February 2, 2017

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

Date: 2/2/17 By:  JW

*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. 2016-02									
New Street Construction and Reconstruction, Concrete Curb and Gutter, Concrete Sidewalk, Asphalt Pavement within Parking Area, (8' Wide Asphalt Trail), Menasha Utilities Office ( Parking Area Paving) and Storm Sewer									
Sixth Street, Ninth Street, Grandview Avenue, Manitowoc / Plank Road (8' Wide Asphalt Trail), Menasha Utilities Office (Parking Area Paving), Keil Way									
Unit 2016-02 Menasha Utilities Parking Lot					Payment # 6 (Six) & Final				
Item	Quantity	DESCRIPTION	UNIT PRICE		YTD Total		YTD Changes		
			UNIT PRICE	ITEM TOTAL	Quantity	Total	Quantity	Change	
1	7,000	Asphalt Pavement Removal/SY	\$ 1.15	\$ 8,050.00	7000.00	\$ 8,050.00	0.00	\$ -	
2	7,589	Fine Grading and Compaction/SY	\$ 1.25	\$ 9,486.25	7589.00	\$ 9,486.25	0.00	\$ -	
3	1	Utility Adjustment/Each	\$ 300.00	\$ 300.00	2.00	\$ 600.00	1.00	\$ 300.00	
4	14	Sawcut/LF	\$ 1.75	\$ 24.50	14.00	\$ 24.50	0.00	\$ -	
5	764	Asphalt Binder Course Pavement 1 1/3" Thick Type E-0.3 (19 mm)/Ton	\$ 52.00	\$ 39,728.00	747.32	\$ 38,860.64	-16.68	\$ (867.36)	
6	764	Asphalt Surface Course Pavement 1 3/4" Thick Type E-0.3 (12.5 mm)/Ton	\$ 55.50	\$ 42,402.00	790.84	\$ 43,891.62	26.84	\$ 1,489.62	
7	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -	
8	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00	0.00	\$ -	
CHANGE		Lawn and Terrace Restoration/SY	\$ 5.80		488.60	\$ 2,833.88	488.60	\$ 2,833.88	
<b>Total Unit 2016-02 Menasha Utilities Parking Lot</b>				\$ 105,740.75		\$ 109,496.89		\$ 3,756.14	
Unit 2016-02 Manitowoc Road / Plank Road Trail									
1	6	Remove and Replace Inlet/Each	\$ 2,500.00	\$ 15,000.00	6.00	\$ 15,000.00	0.00	\$ -	
2	2	Remove Inlet and Abandon Storm Inlet Lead/Each	\$ 345.00	\$ 690.00	2.00	\$ 690.00	0.00	\$ -	
3	1,235	Unclassified Excavation/CY	\$ 8.50	\$ 10,497.50	1235.00	\$ 10,497.50	0.00	\$ -	
4	1,000	Recycled/Pulverized Stone Placement (10" Thick)/CY	\$ 11.00	\$ 11,000.00	1000.00	\$ 11,000.00	0.00	\$ -	
5	3,604	Fine Grading and Compaction/SY	\$ 2.25	\$ 8,109.00	3604.00	\$ 8,109.00	0.00	\$ -	
6	2,189	30" Concrete Curb & Gutter/LF	\$ 10.20	\$ 22,327.80	2200.00	\$ 22,440.00	11.00	\$ 112.20	
7	8	30" Concrete Curb and Gutter (Remove and Replace)/LF	\$ 40.00	\$ 320.00	51.00	\$ 2,040.00	43.00	\$ 1,720.00	
8	2,174	30" Concrete Curb and Gutter (Removal)/LF	\$ 2.00	\$ 4,348.00	2200.00	\$ 4,400.00	26.00	\$ 52.00	
9	15	Utility Adjustment/Each	\$ 290.00	\$ 4,350.00	17.00	\$ 4,930.00	2.00	\$ 580.00	
10	2,235	Sawcut/LF	\$ 1.75	\$ 3,911.25	2362.00	\$ 4,133.50	127.00	\$ 222.25	
11	412	3" Thick Asphalt Trail Type E-0.3 (12.5 mm) Placed in One Lift/Ton	\$ 53.40	\$ 22,000.80	365.22	\$ 19,502.75	-46.78	\$ (2,498.05)	
12	743	4" Thick Asphalt Pavement (Remove & Replace) Type E-1 Placed in Two Lifts/SY	\$ 18.95	\$ 14,079.85	918.00	\$ 17,396.10	175.00	\$ 3,316.25	
13	80.00	Remove Existing Asphalt Trail and Driveway/SY	\$ 4.50	\$ 360.00	80.00	\$ 360.00	0.00	\$ -	
14	669	3" Thick Asphalt Driveway/Apron (Remove and Replace)/SY	\$ 17.85	\$ 11,941.65	688.78	\$ 12,294.72	19.78	\$ 353.07	
15	474	3" Thick Asphalt Apron/SF	\$ 3.75	\$ 1,777.50	566.21	\$ 2,123.29	92.21	\$ 345.79	
16	3	Handicap Ramp Curb Cut/Each	\$ 350.00	\$ 1,050.00	0.00	\$ -	-3.00	\$ (1,050.00)	
17	531	6" Thick Concrete Handicap Ramp/SF	\$ 4.75	\$ 2,522.25	978.53	\$ 4,648.02	447.53	\$ 2,125.77	
18	87	4" Thick Concrete Sidewalk (Remove and Replace)/SF	\$ 6.00	\$ 522.00	130.60	\$ 783.60	43.60	\$ 261.60	
19	172	6" Thick Concrete Handicap Ramp (Remove and Replace)/SF	\$ 5.75	\$ 989.00	174.50	\$ 1,003.38	2.50	\$ 14.38	
20	2,546	Lawn and Terrace Restoration/SY							
21	1	Clearing and Grubbing/LS	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	\$ -	
22	1	Temporary Mailbox/LS	\$ 475.00	\$ 475.00	1.00	\$ 475.00	0.00	\$ -	
23	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -	
24	1	Traffic Control/LS	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	0.00	\$ -	
25	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 7,100.00	\$ 7,100.00	1.00	\$ 7,100.00	0.00	\$ -	
<b>Total Unit 2016-02 Manitowoc Road / Plank Road Trail</b>				\$ 151,171.60		\$ 156,726.85		\$ 5,555.25	
Unit 2016-02 Street Rehabilitation, Street Reconstruction; New Street Construction									
1	400	Topsoil Stripping/CY	\$ 4.00	\$ 1,600.00	400.00	\$ 1,600.00	0.00	\$ -	
2	1	Remove and Replace Inlet/Each	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	\$ -	
3	2	New Inlet/Each	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00	0.00	\$ -	
4	15	10" HDPE Inlet Lead/LF	\$ 55.00	\$ 825.00	29.50	\$ 1,622.50	14.50	\$ 797.50	
5	190	15" SDR-35 PVC Storm Sewer Relay/LF	\$ 38.00	\$ 7,220.00	186.00	\$ 7,068.00	-4.00	\$ (152.00)	
6	150	18" SDR-35 PVC Storm Sewer Relay/Each	\$ 45.00	\$ 6,750.00	151.00	\$ 6,795.00	1.00	\$ 45.00	
7	43	18" HDPE Culvert/LF	\$ 45.00	\$ 1,935.00	44.00	\$ 1,980.00	1.00	\$ 45.00	
8	2	Endwall for 18" HDPE Culvert Pipe/Each	\$ 150.00	\$ 300.00	2.00	\$ 300.00	0.00	\$ -	
9	20	6" SCH-40 PVC Sanitary Sewer Lateral/LF	\$ 58.00	\$ 1,160.00	130.00	\$ 7,540.00	110.00	\$ 6,380.00	
10	45	4" Under Pavement Drain/LF	\$ 18.00	\$ 810.00	45.00	\$ 810.00	0.00	\$ -	
11	7.92	48" Diameter Storm Manhole/V.F.	\$ 210.00	\$ 1,663.20	7.92	\$ 1,663.20	0.00	\$ -	
12	16,021	Pavement / Base Pulverizing/SY	\$ 0.50	\$ 8,010.50	16624.00	\$ 8,312.00	603.00	\$ 301.50	
13	1,969.00	Unclassified Excavation of Pulverized Material/CY	\$ 8.50	\$ 16,736.50	2037.00	\$ 17,314.50	68.00	\$ 578.00	
14	3,531	Unclassified Excavation/CY	\$ 8.60	\$ 30,366.60	3817.00	\$ 32,826.20	286.00	\$ 2,459.60	
15	38	30" Concrete Curb and Gutter Removal Only/LF	\$ 2.50	\$ 95.00	38.00	\$ 95.00	0.00	\$ -	
16	687	Supply, Place and Compact Clean Fill/CY	\$ 8.95	\$ 6,148.65	687.00	\$ 6,148.65	0.00	\$ -	
17	1,767	3" Crushed Dense Aggregate Base Course Placement/CY	\$ 11.00	\$ 19,437.00	2044.00	\$ 22,484.00	277.00	\$ 3,047.00	
18	870	Pulverized Stone Placement/CY	\$ 11.05	\$ 9,613.50	870.00	\$ 9,613.50	0.00	\$ -	
19	22,749	Fine Grading and Compaction/SY	\$ 1.20	\$ 27,298.80	23427.00	\$ 28,112.40	678.00	\$ 813.60	
20	3,031	30" Concrete Curb and Gutter/LF	\$ 9.90	\$ 30,006.90	3139.00	\$ 31,076.10	108.00	\$ 1,069.20	
21	1,265	30" Concrete Curb and Gutter Remove and Replace/LF	\$ 24.00	\$ 30,360.00	1356.50	\$ 32,556.00	91.50	\$ 2,196.00	

22	2,920	No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 2,920.00	1460.00	\$ 1,460.00	-1460.00	\$ (1,460.00)
23	79	Utility Adjustment/Each	\$ 290.00	\$ 22,910.00	62.00	\$ 17,980.00	-17.00	\$ (4,930.00)
24	30	Water Valve Adjustment/Each	\$ 30.00	\$ 900.00	1.00	\$ 30.00	-29.00	\$ (870.00)
25	978	Sawcut/LF	\$ 1.75	\$ 1,711.50	886.42	\$ 1,551.24	-91.58	\$ (160.27)
26	287	Asphalt Binder Course Pavement 2 1/4" Thick Type E1 (19 mm)/Ton	\$ 48.90	\$ 14,034.30	285.40	\$ 13,956.06	-1.60	\$ (78.24)
27	223	Asphalt Surface Course Pavement 1 3/4" Thick E1 (12.5 mm)/Ton	\$ 54.75	\$ 12,209.25	241.98	\$ 13,248.41	18.98	\$ 1,039.16
28	3,354	Asphalt Binder Course Pavement 3" Thick Type E1 (19 mm)/Ton	\$ 45.20	\$ 151,600.80	3314.67	\$ 149,823.08	-39.33	\$ (1,777.72)
29	2,236	Asphalt Surface Course Pavement 2" Thick Type E1 (12.5 mm)/Ton	\$ 51.25	\$ 114,595.00	2248.74	\$ 115,247.93	12.74	\$ 652.92
30	1,074	3" Thick Asphalt Driveway Apron Remove and Replace/SF	\$ 4.31	\$ 4,628.94	1016.00	\$ 4,378.96	-58.00	\$ (249.98)
31	1,533	6" Thick Concrete Driveway Apron Remove and Replace/SF	\$ 4.25	\$ 6,515.25	1909.00	\$ 8,113.25	376.00	\$ 1,598.00
32	650	Various Thickness Asphalt Driveway Remove and Replace/SF	\$ 6.50	\$ 4,225.00	725.00	\$ 4,712.50	75.00	\$ 487.50
33	548	Various Thickness Concrete Driveway Remove and Replace/SF	\$ 5.75	\$ 3,151.00	837.01	\$ 4,812.81	289.01	\$ 1,661.81
34	235	Various Thickness Concrete Service Walk/SF	\$ 5.00	\$ 1,175.00	316.05	\$ 1,580.25	81.05	\$ 405.25
35	1	Concrete Step/Each	\$ 350.00	\$ 350.00	1.00	\$ 350.00	0.00	\$ -
36	5,493	4" Thick Concrete Sidewalk/SF	\$ 3.75	\$ 20,598.75	5332.80	\$ 19,998.00	-160.20	\$ (600.75)
37	3,159.00	4" Thick Concrete Sidewalk Remove and Replace/SF	\$ 4.70	\$ 14,847.30	4893.52	\$ 22,999.54	1734.52	\$ 8,152.24
38	1,323	6" Thick Concrete Sidewalk/SF	\$ 4.25	\$ 5,622.75	1700.90	\$ 7,228.83	377.90	\$ 1,606.08
39	801	6" Thick Concrete Sidewalk Remove and Replace/SF	\$ 5.25	\$ 4,205.25	1270.25	\$ 6,668.81	469.25	\$ 2,463.56
40	316	6" Thick Concrete Handicap Ramp/SF	\$ 4.75	\$ 1,501.00	231.90	\$ 1,101.53	-84.10	\$ (399.48)
41	601	6" Thick Concrete Handicap Ramp Remove and Replace/SF	\$ 5.75	\$ 3,455.75	725.82	\$ 4,173.47	124.82	\$ 717.72
42	417	Lawn and Terrace Restoration/SY	\$ 5.80	\$ 2,418.60	1384.22	\$ 8,028.48	967.22	\$ 5,609.88
43	1	Survey Monument Re-Establishment/LS	\$ 1,325.00	\$ 1,325.00	1.00	\$ 1,325.00	0.00	\$ -
44	1	Erosion Control/LS	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	\$ -
45	1	Traffic Control/LS	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	0.00	\$ -
46	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$ -
<b>Total Unit 2016-02 Street Rehabilitation, Street Reconstruction; New Street Construction</b>				\$ 611,787.09		\$ 643,235.17		\$ 31,448.08
<b>Grand Total of Menasha Utilities Parking Lot; Manitowoc Road / Plank Road Trail and Street Rehabilitation; Street Reconstruction; New Street Construction</b>				\$ 868,699.44		\$ 909,458.92		
<b>Alternate Bid "A" Item</b>								
A1	4,197	Lawn and Terrace Restoration Utilizing 2" Pulverized Top Soil/SY	\$ 5.80	\$ 24,342.60	3710.19	\$ 21,519.10	-486.81	\$ (2,823.50)
Total Alternate Bid "A" (Item A1)				\$ 24,342.60		\$ 21,519.10		
<b>Alternate Bid "B" Item</b>								
B1	1,767	3" Crushed Dense Aggregate Base Course Furnish/Placement/CY	\$ 14.85	\$ 26,239.95	0.00	\$ -		
Total Alternate Bid "B" (Item B1)				\$ 26,239.95				
<b>TOTAL AWARDED CONTRACT</b>				\$ 893,042.04		\$ 930,978.02		\$ 37,935.98



321 Milwaukee Street • P.O. Box 340 • Menasha, WI 54952-0340 [www.menashautilities.com](http://www.menashautilities.com)

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## MEMORANDUM

TO: Public Works

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

DATE: January 25, 2017

SUBJECT: Change Order Approval

At the Regular Meeting on January 25 the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of Change Order #1, in the amount of \$5,915, and Change Order #2, in the amount of \$5,700, for J&R Underground. Change order #1 is requested for the addition of 6" and 4" conduit for future use. Change Order #2 was due to large pieces of concrete in the bore path buried in the road right-of-way.

Copies of supporting documents are attached.

## MEMORANDUM

TO: Menasha Utilities Commission

FROM: Steve Grenell

DATE: 1-20-2017

SUBJECT: Midway Loop Change Order #1 and #2

---

During the underground boring along Midway we ran into two issues that created a scope change and resulted in two change orders.

The first change order for \$5,915 was due to the addition of a 6" and 4" conduit for future use. The location of the switchgear at Midway & Oneida was changed in order to avoid conflicts with the DOT projects. With this change we asked the contractor to run an additional 6" conduit from the switchgear to Midway Road for future expansion of providing electric service under 441. The additional 4" conduit was needed to make a connection from the switchgear to the transformer behind the gas station at Midway & Oneida.

The second change order for \$5,700 was due to large pieces of concrete in the bore path buried in the road right away. Under the contract the contractor is not responsible for this undisclosed obstacle.

Steve Grenell  
Project Engineer



Cc:



Blanchardville, WI 53516  
608.523.4290

Menasha Utility - Midway Underground Loop project --CHANGE ORDER--

Week End	Footage	Pipe/s - Cable	Price	Description
12/9/2016	295	(1) 6"	\$5,015.00	@ \$8.00(Adder) + \$9.00(Pipe) per foot
12/9/2016	180	(1) 4"	\$900.00	@ \$5.00(Adder) + \$0(Pipe Provided) per foot

\*Change order due to customer (Greg Shull) request for additional pipe installation in excess of contract quantity.

**TOTAL: \$5,915.00**



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## MEMORANDUM

TO: Public Works

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

DATE: January 25, 2017

SUBJECT: Change Order Approval

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Copies of supporting documents are attached.

## MEMORANDUM

TO: Menasha Utilities Commission

FROM: Steve Grenell

DATE: 1-20-2017

SUBJECT: Midway Loop Change Order #1 and #2

---

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The first change order for \$5,915 was due to the addition of a 6" and 4" conduit for future use. The location of the switchgear at Midway & Oneida was changed in order to avoid conflicts with the DOT projects. With this change we asked the contractor to run an additional 6" conduit from the switchgear to Midway Road for future expansion of providing electric service under 441. The additional 4" conduit was needed to make a connection from the switchgear to the transformer behind the gas station at Midway & Oneida.

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Steve Grenell  
Project Engineer



Cc:



Blanchardville, WI 53516  
608.523.4290

Menasha Utility - Midway Underground Loop project --CHANGE ORDER--

Week End	Footage	Pipe/s - Cable	Price	Description
*11/25/2016	1	Change Order	\$5,700.00	1 Day removing large slabs of concrete fill/excavating

\*Change order due to undisclosed ground fill that consisted of large pieces of concrete slabs in bore path. J&R crew spent 11.5 hours digging up, removing, hauling away, and back filling exposed area. Price includes cost of labor, equipment, and material to correct situation.

**TOTAL: \$5,700.00**



## MEMORANDUM

To: Common Council

From: Community Development Department/KE

Date: February 13, 2017

**Re: Special Use Permit – 100 Fox Street (#3-00700-00)**

---

### Overview

**Address:** 100 Fox Street

**Property Owner:** City of Menasha

**Zoning Classification:** R-1 – Single Family Residence District

**Adjacent Zoning Classifications:** R-1 Single Family Residence to the east (Single Family Home), Street Right-of-Way to the west, Fox River to the north, and Street Right-of-Way to the south.

**Special Use Request:** Parkland/Multi-modal path

Last spring, city staff presented the Plan Commission and Common Council with the opportunity to purchase land at 100 Fox Street for the purposes of supporting the Loop the Lake project. On April 16, 2016, the Plan Commission recommended to the Common Council the purchase of the property at 100 Fox Street. The recommendation was based on the following findings: having the entrance/exit of the trail as far east as possible minimizes pedestrian/automotive safety concerns, the addition of parking stalls minimizes neighborhood parking concerns, and landscaping improvements would provide desirable entry into the city and the neighborhood from the bridge. Subsequently, the Common Council approved the purchase of 100 Fox Street on June 20, 2016 with similar findings.

Pat Skalecki, GRAEF Inc., has now submitted an application on the City of Menasha's behalf for a Special Use Permit at 100 Fox Street. The request is for the purpose of using the property as parkland, more specifically as a landing and trailhead for the south side of the northern Loop the Lake bridge. When reviewing Special Use Permit applications, the Common Council shall consider the following per Section 13-1-11(b) of the City of Menasha Code of Ordinances:

### Analysis

- 1. The use shall be compatible with adjacent land uses so that existing uses will not be depreciated in value, and there will be no deterrents to development of vacant land.***

The use of parkland at 100 Fox Street is compatible with adjacent land uses and existing uses will not be depreciated in value. The use of parkland and the multi-modal path on this site will benefit the neighborhood by providing a safe and aesthetically pleasing entrance to the

bike/pedestrian bridge crossing Little Lake Butte des Morts. It will also act as a greenspace/ parklet for the neighborhood and public.

**2. *The use shall have an appearance that will not have an adverse effect upon adjacent properties;***

Currently, the property is vacant. The use of parkland will improve the aesthetic look of the lot by adding a substantial amount of landscaping, a picnic table, a bench, and decorative lighting. The property will create a natural entrance to the Loop the Lake Trail system. Plantings will be installed that meet the city's transitional area standards to create a vegetated buffer for the property owner to the east.

**3. *The use shall be reasonably related to the overall needs of the City and to existing land use patterns;***

The property in question, along with those adjacent to it, is designated as low-density residential in the City of Menasha Year 2030 Comprehensive Plan Future Land Use Map. The use of the site as parkland is consistent with the objectives to increase the development of the city's trail system and "maintain open space and parkland through dedications, acquisitions, zoning" in the 2030 Comprehensive Plan.

**4. *The use will not cause traffic hazards or congestion;***

The use, as presented, proposes the installation of seven parking stalls. The stalls will help mitigate parking concerns for users of the trail. It is unlikely that the use of 100 Fox Street as parkland will cause traffic hazards or congestion.

**5. *The use shall have adequate utilities, access roads, drainage, and other necessary facilities.***

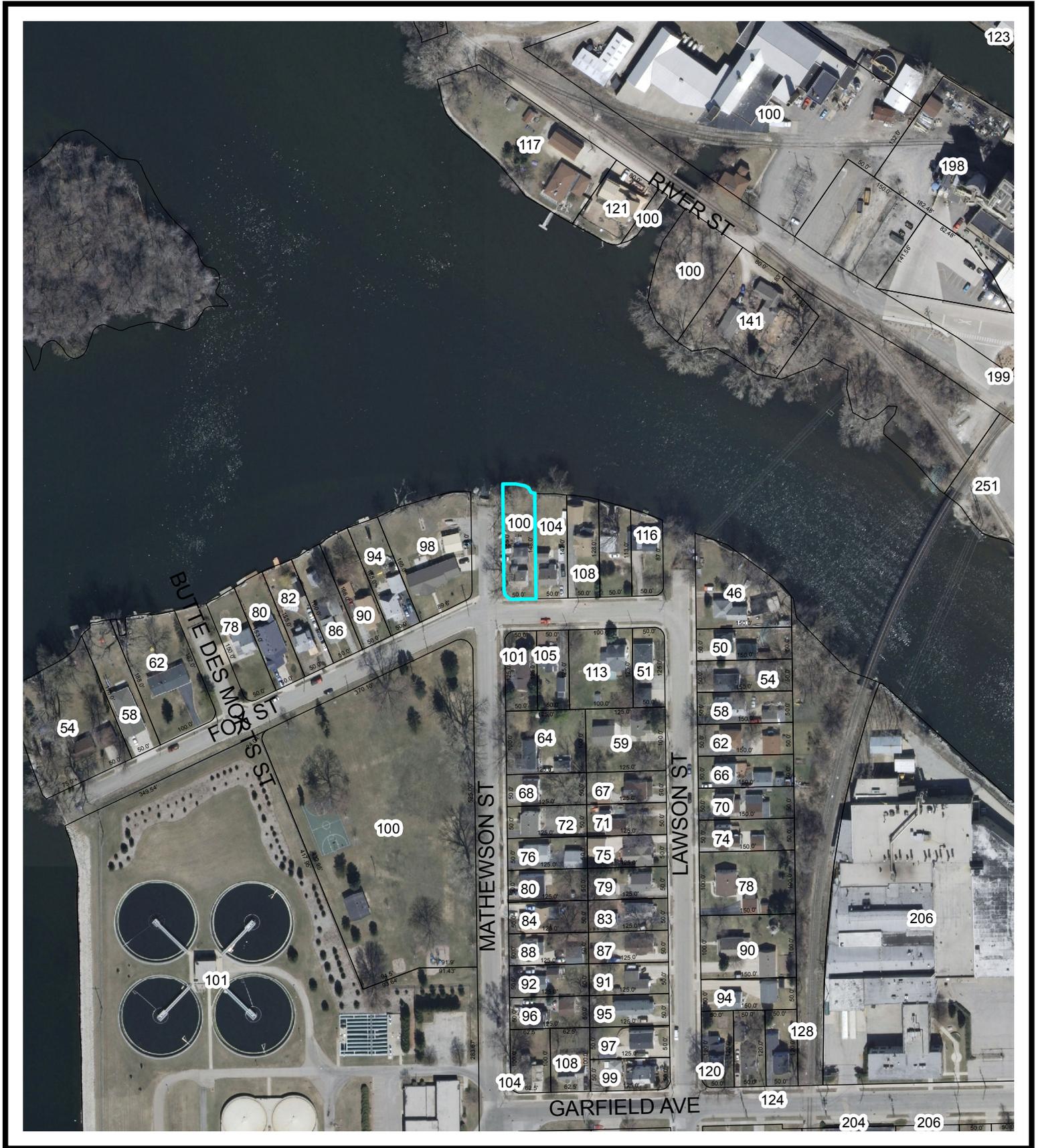
The site is in a developed neighborhood with sufficient road access. The property is serviced by existing utilities and the use of parkland is not expected to detrimentally affect drainage.

**Site Plan Compliance**

The site plan submission includes a site layout, grading, and drainage plan, a landscape plan, and a lighting plan. The site plan call for the installation of seven parking stalls including one handicap stall, a bench, a picnic table, a multi-modal path, and two light poles. The landscaping and lighting plans meet and exceed municipal standards for the required amount perimeter and transitional area landscaping as well as all lighting requirements. The lighting plan proposes the installation of two fully-cutoff fixtures adjacent to the multi-modal path. The lighting plan as presented will meet all code standards.

**Staff Recommendation**

The Plan Commission reviewed the request and recommended approval of the Special Use Permit for the use of the property at 100 Fox Street for parkland/multi-modal path purposes at their February 7<sup>th</sup> meeting. Staff recommends approval of the Special Use Permit.



**Special Use Permit Location  
Proposed Parkland Use  
100 Fox Street**



**Legend**

- Parcel Proposed for Special Use Permit  
Parcel ID# 3-00700-00



## MEMORANDUM

Date: February 15, 2017  
To: Common Council  
From: Department of Community Development  
RE: Approval of Mill Street Terminus Conceptual Design Plan / Use of First National Bank Columns

---

In 2015 the City of Menasha acquired four stone columns and capitals from the former First National Bank Building. The Ad-hoc Column Salvage and Reuse Committee was subsequently formed and charged with finding an appropriate location and use for the columns. The committee met several times in the summer of 2015 and accepted multiple design concepts from the community.

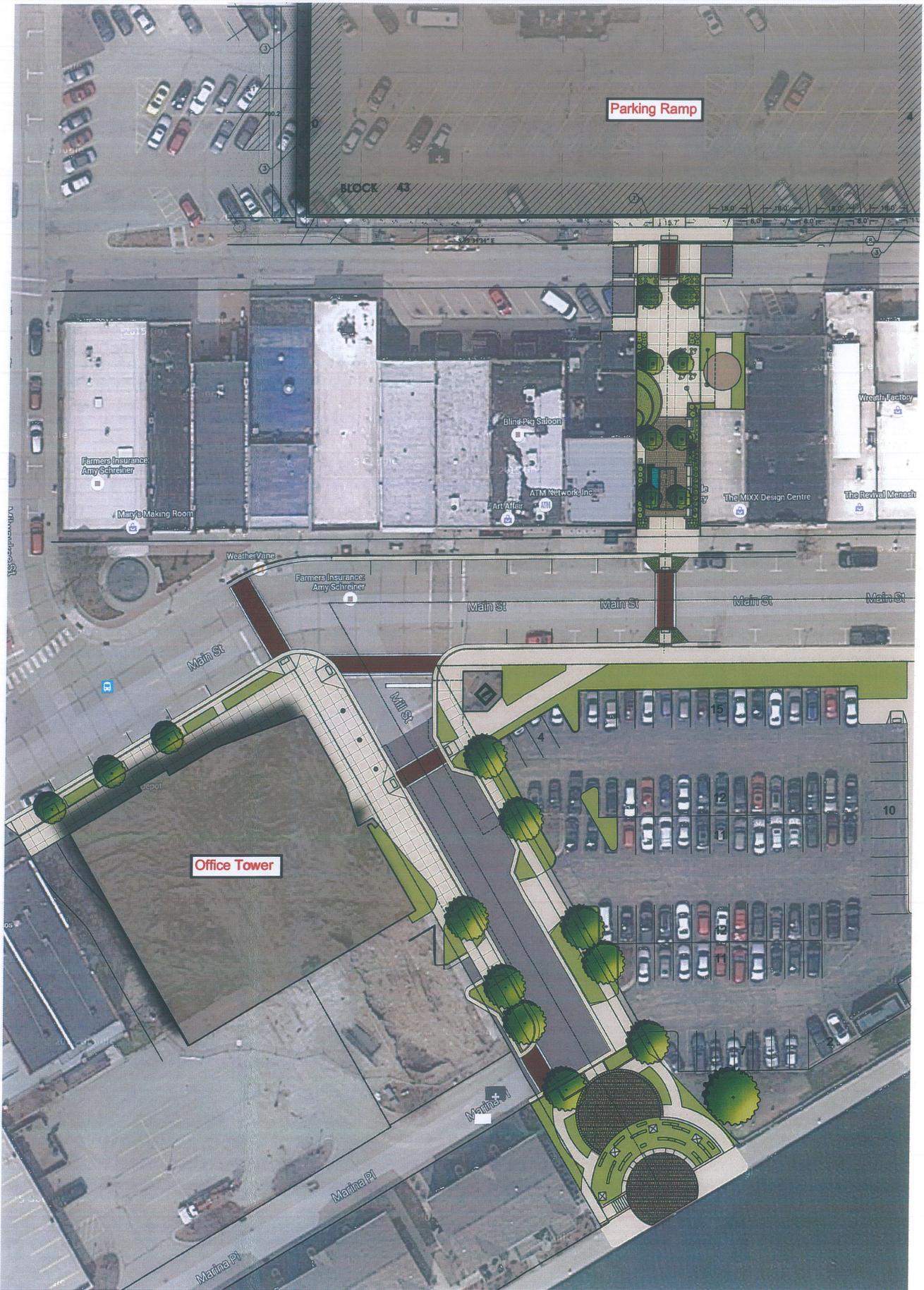
In 2016, as part of a larger plan for the redevelopment of the Main Street Walkway, Ken Saiki Design Group provided a conceptual layout for the reconstruction of the southern Mill Street terminus where it intersects with the US Government canal. The design incorporates the four columns as a focal point and integral element of the terminus (see attached conceptual plan).

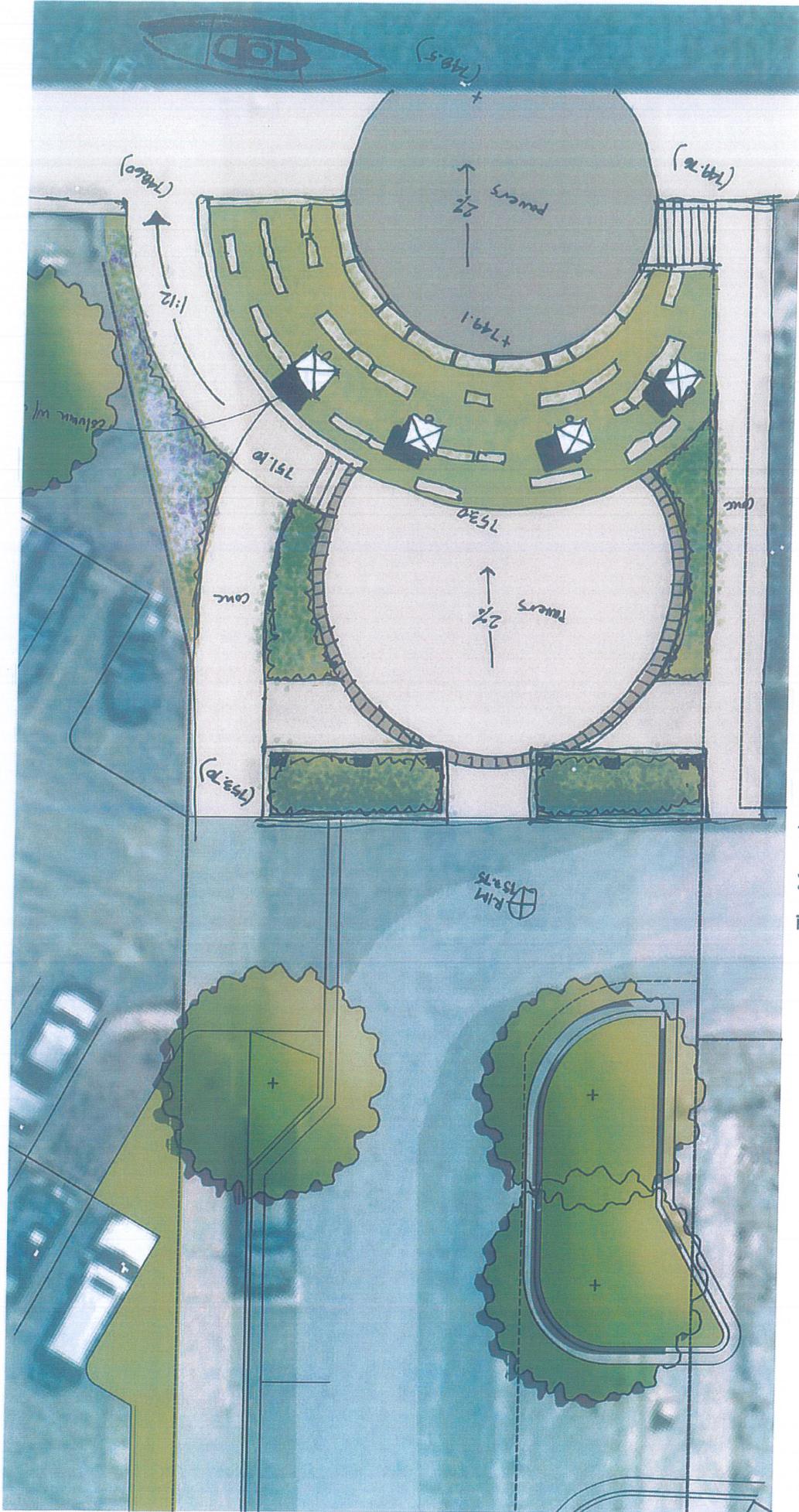
As part of the 2017 budget, funding has been allocated for specific design and engineering documents and construction of the Mill Street Terminus. Additionally, a private entity has stepped forward to share in the cost of the project, with the assumption that the columns be incorporated. To move forward with the design work, the Ad-hoc Column Salvage and Reuse Committee met in January 2017 to discuss the desirability of utilizing the columns in the Mill Street terminus or whether they would be better utilized in another concept that was put forth by the community. After considerable discussion, the Ad-hoc Column Salvage and Reuse Committee made the recommendation that the location and use of the First National Bank columns be the Mill Street Terminus, as proposed.

Final determination of the conceptual design plan of the Mill Street terminus and use of the columns must be made by the City Council however review and recommendations from several boards/commissions have taken place as follows:

1. Ad-hoc Column Salvage and Reuse Committee recommended approval – Jan. 17, 2017
2. Landmarks Commission recommended approval – Feb. 8, 2017
3. Parks and Recreation Board recommended approval – Feb. 14, 2017
4. Plan Commission recommended approval – Feb. 14, 2017

**RECOMMENDED MOTION:** Approval of the Mill Street terminus conceptual design including the reuse of the four former First National Bank building columns, as proposed.





The Menasha

# Veranda

Menasha Pedestrian Walkway  
 Mill St. Terminus Concept 1



November 18th, 2015

**City of Menasha Disbursements**

Weekly Accounts Payable 2/9/17-2/16/17 \$ 4,517,356.52  
Checks # 56709-56818

Bi-Weekly Payroll 2/16/17 \$ 173,667.27

Additional Regular Cycle Accounts Payables -Paid Electronically

Returned Check	2/2/17	\$	1,220.45
Correct Duplicate Deposit	2/2/17	\$	175.00
Nationwide Retirement	2/3/17	\$	10,594.50
TASC-Flex Spending	2/6/17	\$	4,299.90
World Pay Charges-FFM	2/7/17	\$	10.75
Federal Tax Withholding	2/8/17	\$	67,109.51
Delta Dental	2/8/17	\$	3,089.08
Returned Check	2/9/17	\$	1,357.80
Delta Dental	2/15/17	\$	3,742.50
Community First Credit Union-Payroll Deductions	2/16/17	\$	4,418.00
			<u>\$ 96,017.49</u>

Total \$ 4,787,041.28

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.

  
 \_\_\_\_\_  
 Jennifer Sassman  
 Finance Manager

2-16-17  
 \_\_\_\_\_  
 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: 2/9/2017**

Date: 2/9/2017

<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>
ACCENT BUSINESS SOLUTIONS INC	56709	2/9/2017	88755	100-0903-531.29-01	73.95	Toner
<b>Total for check: 56709</b>					<b>73.95</b>	
ACCURATE	56710	2/9/2017	1617359	100-0703-553.30-18	75.33	Snap Lock Clevis Pins
		2/9/2017	1700543	731-1022-541.30-18	39.22	Right Stuff
		2/9/2017	1700617	731-1022-541.38-03	44.82	Coupler
		2/9/2017	1700660	731-1022-541.30-18	21.94	Drill
		2/9/2017	1700694	731-1022-541.30-18	10.57	Chain
		2/9/2017	1700733	731-1022-541.30-18	37.88	HHCS/Lock
<b>Total for check: 56710</b>					<b>229.76</b>	
APPLETON POLICE DEPARTMENT	56711	2/9/2017	APD	100-0000-201.03-00	250.00	Bond/MPD 17-323
<b>Total for check: 56711</b>					<b>250.00</b>	
ARING EQUIPMENT COMPANY INC	56712	2/9/2017	726155	731-1022-541.38-03	151.95	Hoses
<b>Total for check: 56712</b>					<b>151.95</b>	
ASSOCIATED APPRAISAL CONSULTANTS	56713	2/9/2017	124626	100-0402-513.21-09	5,000.00	Assessment Services
					61.34	Internet Postings
				100-0402-513.30-11	13.80	Postage
<b>Total for check: 56713</b>					<b>5,075.14</b>	
BADGLEY, RICHARD	56714	2/9/2017	BADGLEY REFUND	100-0000-441.24-00	38.00	Amani Class Cancellation
<b>Total for check: 56714</b>					<b>38.00</b>	
BOBCAT PLUS	56715	2/9/2017	IA09979	731-1022-541.38-03	80.40	Seal Kits
<b>Total for check: 56715</b>					<b>80.40</b>	

## AP Check Register

### Check Date: 2/9/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
CASPERS TRUCK EQUIPMENT INC	56716	2/9/2017	0020857-IN	100-1006-541.30-15	486.04	Cutting Edge Kit
			<b>Total for check: 56716</b>		<b>486.04</b>	
CESA #6	56717	2/9/2017	20621	100-0903-531.33-02	320.00	Registration/Meetings
			<b>Total for check: 56717</b>		<b>320.00</b>	
COMPLETE OFFICE OF WISCONSIN	56718	2/9/2017	735280	100-0801-521.30-10	135.34	Supplies
			<b>Total for check: 56718</b>		<b>135.34</b>	
UNEMPLOYMENT INSURANCE	56719	2/9/2017	000008188021	100-0202-512.21-06	28.83	Unemployment Insurance
				100-0702-552.15-09	3,030.00	Unemployment Insurance
				100-1019-552.15-09	1,365.00	Unemployment Insurance
			<b>Total for check: 56719</b>		<b>4,423.83</b>	
EMMONS BUSINESS INTERIORS	56720	2/9/2017	114852	100-0903-531.30-11	45.82	Furniture/Supplies
				100-0905-531.30-18	2,604.53	Furniture/Supplies
				100-0914-531.30-18	4,549.15	Furniture/Supplies
			<b>Total for check: 56720</b>		<b>7,199.50</b>	
FERRELLGAS	56721	2/9/2017	1094840624	266-1027-543.30-18	93.44	Supplies
			<b>Total for check: 56721</b>		<b>93.44</b>	
FOX VALLEY HUMANE ASSOCIATION	56722	2/9/2017	DEC 2016	100-0806-532.25-01	1,184.45	December Services
			<b>Total for check: 56722</b>		<b>1,184.45</b>	
GRAINGER INC	56723	2/9/2017	9330256638	100-0704-552.24-03	157.46	Trolley
			<b>Total for check: 56723</b>		<b>157.46</b>	
GRAPHIC COMPOSITION INC	56724	2/9/2017	246395	100-0000-134.00-00	(36.00)	Envelopes

## AP Check Register

### Check Date: 2/9/2017

<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>
GRAPHIC COMPOSITION INC...	56724...	2/9/2017...	246395...	100-0203-512.30-10	89.00	Envelopes
				100-0204-512.30-10	89.00	Envelopes
<b>Total for check: 56724</b>					<b>142.00</b>	
GUNSLINGERS LLC	56725	2/9/2017	154	100-0801-521.30-15	2,000.00	Supplies
<b>Total for check: 56725</b>					<b>2,000.00</b>	
GUSTMAN CHEVROLET SALES INC	56726	2/9/2017	42328	731-1022-541.38-03	13.46	Cap
<b>Total for check: 56726</b>					<b>13.46</b>	
HOTSY CLEANING SYSTEMS INC	56727	2/9/2017	0117927-IN	731-1022-541.24-02	284.79	Oil/Nozzle/Maintenance
		2/9/2017	0117983-IN	731-1022-541.24-04	195.00	Hose Reel
<b>Total for check: 56727</b>					<b>479.79</b>	
IMPERIAL SUPPLIES LLC	56728	2/9/2017	OM9365	100-1016-543.30-18	216.96	Gloves
				266-1028-543.30-18	216.96	Gloves
<b>Total for check: 56728</b>					<b>433.92</b>	
JX ENTERPRISES INC	56729	2/9/2017	G-263480024	731-1022-541.38-03	143.07	Relay Valve
		2/9/2017	G-263490008	731-1022-541.38-03	38.77	Lamp-Side Turn
		2/9/2017	G-263500011	731-1022-541.38-03	146.35	Switch
<b>Total for check: 56729</b>					<b>328.19</b>	
KJ WASTE SYSTEMS INC	56730	2/9/2017	JAN RECYCLE	266-1027-543.21-06	910.00	January Recycling
<b>Total for check: 56730</b>					<b>910.00</b>	
LECC TRAINING FUND	56731	2/9/2017	LECC TRAINING	100-0801-521.34-02	60.00	Conference
<b>Total for check: 56731</b>					<b>60.00</b>	

## AP Check Register

### Check Date: 2/9/2017

<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>
LEVENHAGEN CORPORATION	56732	2/9/2017	061602A-IN	100-0000-131.00-00	7,997.59	Fuel
			<b>Total for check: 56732</b>		<b>7,997.59</b>	
MARCO TECHNOLOGIES LLC	56733	2/9/2017	INV3891814	743-0403-513.24-04	1,766.45	VMWARE & Support
			<b>Total for check: 56733</b>		<b>1,766.45</b>	
MCMAHON	56734	2/9/2017	0904939	625-1010-541.21-06	223.90	Services 12/4-31/16 2016 Ecological Services
			<b>Total for check: 56734</b>		<b>223.90</b>	
MENARDS-APPLETON EAST	56735	2/9/2017	8607	100-0703-553.24-03	3.65	Pads
		2/9/2017	8770	100-0601-551.24-03	11.85	Strap/Hanger/Box
		2/9/2017	8771	731-1022-541.30-18	324.90	Supplies
			<b>Total for check: 56735</b>		<b>340.40</b>	
MENASHA UTILITIES	56736	2/9/2017	JAN STR LIGHT	100-1012-541.22-03	13,801.11	January Street Lighting
		2/9/2017	MENASHA UTILITY	100-0000-123.00-00	9.14	Electric
				100-0305-562.22-06	9.90	Storm
				100-0703-553.22-03	294.83	Electric
				100-0703-553.22-05	157.24	Water
				100-0703-553.22-06	184.81	Storm
				100-0903-531.22-03	153.23	Electric
				100-0903-531.22-05	45.42	Water
				100-1008-541.22-03	213.61	Electric
				100-1012-541.22-03	(66.07)	Credit
				601-1020-543.22-03	132.49	Electric
				731-1022-541.22-03	83.23	Electric
			<b>Total for check: 56736</b>		<b>15,018.94</b>	
TOWN OF MENASHA UTILITY DISTRICT	56737	2/9/2017	4411	100-0701-533.22-06	295.50	Stormwater Charge

## AP Check Register

### Check Date: 2/9/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
TOWN OF MENASHA UTILITY DISTRICT...	56737...	2/9/2017	4412	100-0703-553.22-06	26.25	Stormwater Charge
<b>Total for check: 56737</b>					<b>321.75</b>	
MENN LAW FIRM LTD	56738	2/9/2017	33-0008M1	733-0206-512.21-01	3,301.38	Services 5/5/16-12/21/16 Clavers - ALBI053652
<b>Total for check: 56738</b>					<b>3,301.38</b>	
N&M AUTO SUPPLY	56739	2/9/2017	592638	731-1022-541.30-18	24.90	Ratchet Tie-Downs
<b>Total for check: 56739</b>					<b>24.90</b>	
NEENAH FOUNDRY	56740	2/9/2017	204143	601-1020-543.30-18	1,467.00	Frames/Plates
				625-1010-541.30-18	2,992.00	Frames/Plates
<b>Total for check: 56740</b>					<b>4,459.00</b>	
NEENAH MAIN AUTO BODY INC	56741	2/9/2017	2263	100-0801-521.29-04	2,441.53	Vehicle Repair
<b>Total for check: 56741</b>					<b>2,441.53</b>	
NETWORK HEALTH SYSTEM INC	56742	2/9/2017	353684	100-0202-512.21-05	540.00	Pre-Employ/DOT Exams
<b>Total for check: 56742</b>					<b>540.00</b>	
WAYNE NOLDEN	56743	2/9/2017	819906	100-0801-521.21-06	200.00	Services
<b>Total for check: 56743</b>					<b>200.00</b>	
NPELRA	56744	2/9/2017	2017 CONFERENCE	100-0202-512.34-02	175.00	Conference
<b>Total for check: 56744</b>					<b>175.00</b>	
OFFICE DEPOT	56745	2/9/2017	7577941	100-0903-531.30-11	136.99	Supplies

## AP Check Register

### Check Date: 2/9/2017

<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>
OFFICE DEPOT...	56745...	2/9/2017...	7577941...	100-0905-531.30-18	307.03	Supplies
<b>Total for check: 56745</b>					<b>444.02</b>	
PACKER CITY INTL TRUCKS INC	56746	2/9/2017	X103039936:01	731-1022-541.38-03	7.02	Blades & Filters
<b>Total for check: 56746</b>					<b>7.02</b>	
REGISTRATION FEE TRUST TVRP	56747	2/9/2017	70ME	100-0000-454.00-00	750.00	Parking Ticket Processing
<b>Total for check: 56747</b>					<b>750.00</b>	
ROSS IMAGING LLC	56748	2/9/2017	210977	743-0403-513.29-01	478.96	3rd FI Contract Overage
		2/9/2017	211016	743-0403-513.29-01	764.50	3rd Floor Copier Contract
<b>Total for check: 56748</b>					<b>1,243.46</b>	
SANOFI PASTEUR INC	56749	2/9/2017	907707700	100-0903-531.30-18	60.85	Tubersol & Ruler
<b>Total for check: 56749</b>					<b>60.85</b>	
SECURIAN FINANCIAL GROUP INC	56750	2/9/2017	002832L	100-0000-204.07-00	5,496.26	Feb & March Premium
<b>Total for check: 56750</b>					<b>5,496.26</b>	
SERVICEMASTER BUILDING MAINTENANCE	56751	2/9/2017	22490	100-0903-531.20-01	530.00	Janitorial - Health Dept
		2/9/2017	22491	100-0801-521.20-01	1,609.00	PD-Janitorial
		2/9/2017	22511	100-1001-514.20-01	1,185.00	Janitorial - City Hall
		2/9/2017	22512	731-1022-541.20-01	557.00	Janitorial - PWF
<b>Total for check: 56751</b>					<b>3,881.00</b>	
SNAP-ON TOOLS	56752	2/9/2017	01161743607	731-1022-541.30-15	1,625.45	Tools
<b>Total for check: 56752</b>					<b>1,625.45</b>	

## AP Check Register

### Check Date: 2/9/2017

<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>
SPECIALIZED CARE COMPANY INC	56753	2/9/2017	00061504	100-0909-531.30-18	99.00	Surround Toothbrushes
				<b>Total for check: 56753</b>	<b>99.00</b>	
STAPLES BUSINESS ADVANTAGE	56754	2/9/2017	3326676767	100-0304-562.30-10	36.98	Supplies
				100-0702-552.30-10	63.56	Supplies
				100-1002-541.30-18	30.29	Supplies
				625-1002-541.30-18	10.10	Supplies
				<b>Total for check: 56754</b>	<b>140.93</b>	
TASC	56755	2/9/2017	IN973871	100-0202-512.21-06	260.00	Jan Flex Spend Maint Fee
				<b>Total for check: 56755</b>	<b>260.00</b>	
TRUCK EQUIPMENT INC	56756	2/9/2017	725532-00	731-1022-541.38-03	75.58	Headlight Relay/Switch
				<b>Total for check: 56756</b>	<b>75.58</b>	
UNIFIRST CORPORATION	56757	2/9/2017	097 0228032	731-1022-541.20-01	135.38	Coveralls/Shirts/Pants
				<b>Total for check: 56757</b>	<b>135.38</b>	
US VENTURE	56758	2/9/2017	L56639	731-1022-541.21-06	90.00	Fuel
				<b>Total for check: 56758</b>	<b>90.00</b>	
WAVERLY SANITARY DISTRICT	56759	2/9/2017	2170 PLANK RD	100-0703-553.22-05	44.62	Water - 2170 Plank Road
				<b>Total for check: 56759</b>	<b>44.62</b>	
WE ENERGIES	56760	2/9/2017	CONSERVANCY	100-0703-553.22-03	38.54	Conservancy Lighting
				<b>Total for check: 56760</b>	<b>38.54</b>	
WIL-KIL PEST CONTROL	56761	2/9/2017	3046479	731-1022-541.20-07	68.75	PWF

## AP Check Register

### Check Date: 2/9/2017

<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>
WIL-KIL PEST CONTROL...	56761...	2/9/2017	3060177	731-1022-541.20-07	68.75	Contract
<b>Total for check: 56761</b>					<b>137.50</b>	
WISCONSIN ASSOC OF IDENTIFICATION	56762	2/9/2017	00384	100-0801-521.34-02	315.00	WAI Conference
		2/9/2017	2017 DUES 955	100-0801-521.32-01	20.00	Mark Mauthe #955
<b>Total for check: 56762</b>					<b>335.00</b>	
YMCA OF THE FOX CITIES	56763	2/9/2017	CM1Q17	100-0920-531.21-06	22,910.75	1st Qtr Installment Senior Center
<b>Total for check: 56763</b>					<b>22,910.75</b>	
					<b>98,852.82</b>	

## AP Check Register

### Check Date: 2/13/2017

<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>
APPLETON SCHOOL DISTRICT	56764	2/13/2017	2016-17 TAX COL	100-0000-203.05-00	166,690.19	2016-17 Tax Collection
<b>Total for check: 56764</b>					<b>166,690.19</b>	
CALUMET COUNTY TREASURER	56765	2/13/2017	2016-17 TAX COL	100-0000-203.01-00	115,160.68	Calumet Cty Tax Collect
				100-0000-203.08-00	5,153.00	State Tax Collection
<b>Total for check: 56765</b>					<b>120,313.68</b>	
FOX VALLEY TECHNICAL COLLEGE	56766	2/13/2017	2016-17 TAX COL	100-0000-203.04-00	247,697.69	Winnebago Cty Tax Collect
					28,041.32	Calumet Cty Tax Collect
		2/13/2017	DNR/PILT PAYMT	100-0000-201.03-00	14.08	DNR/PILT PAYMT
<b>Total for check: 56766</b>					<b>275,753.09</b>	
MENASHA JOINT SCHOOL DISTRICT	56767	2/13/2017	2016-17 TAX COL	100-0000-203.03-00	2,504,267.85	Winnebago Cty Tax Collect
					76,202.59	Calumet Cty Tax Collect
		2/13/2017	DNR/PILT PAYMT	100-0000-201.03-00	142.35	DNR/PILT PAYMT
<b>Total for check: 56767</b>					<b>2,580,612.79</b>	
WAVERLY SANITARY DISTRICT	56768	2/13/2017	2016-17 TAX COL	100-0000-203.07-00	18,739.82	2016-17 Tax Collection
<b>Total for check: 56768</b>					<b>18,739.82</b>	
WINNEBAGO COUNTY TREASURER	56769	2/13/2017	2016-17 TAX COL	100-0000-203.02-00	1,164,240.27	Winnebago Cty Tax Collect
				100-0000-203.08-00	39,912.29	State Tax Collection
		2/13/2017	DNR/PILT PAYMT	100-0000-201.03-00	66.19	DNR/PILT PAYMT
<b>Total for check: 56769</b>					<b>1,204,218.75</b>	
					<b><u>4,366,328.32</u></b>	

## AP Check Register

### Check Date: 2/16/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACCURATE	56770	2/16/2017	1700386	731-1022-541.38-03	50.64	Strip Light Adhes
		2/16/2017	1700955	731-1022-541.30-18	273.45	Brushes/Tape/Air Coupler
		2/16/2017	1701000	731-1022-541.38-03	74.76	Pig Tail/Bac-A-Larm
<b>Total for check: 56770</b>					<b>398.85</b>	
AIRGAS USA LLC	56771	2/16/2017	905392349	731-1022-541.30-15	4,516.08	Supplies
<b>Total for check: 56771</b>					<b>4,516.08</b>	
APPLETON BASEBALL CLUB INC	56772	2/16/2017	2017 PICNIC	100-0202-512.30-16	1,612.50	3rd Base
<b>Total for check: 56772</b>					<b>1,612.50</b>	
APPLETON ELECTRONICS SUPPLY LLC	56773	2/16/2017	19048	731-1022-541.38-03	343.94	Cables & Parts
<b>Total for check: 56773</b>					<b>343.94</b>	
APPLETON HYDRAULIC COMPONENTS	56774	2/16/2017	33406	731-1022-541.38-03	84.66	Seals Kits
<b>Total for check: 56774</b>					<b>84.66</b>	
AT&T	56775	2/16/2017	920R09453002	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
<b>Total for check: 56775</b>					<b>401.40</b>	
BRAZEE'S ACE HARDWARE	56776	2/16/2017	037527	100-0703-553.24-03	7.78	Supplies
		2/16/2017	037546	100-0702-552.30-18	31.92	Contact Paper/Tape
		2/16/2017	037567	100-0703-553.30-18	16.72	Marker Paint/Fasteners
<b>Total for check: 56776</b>					<b>56.42</b>	
CASPERS TRUCK EQUIPMENT INC	56777	2/16/2017	0019821-IN	731-1022-541.38-03	172.86	Cutting Edge Assy
		2/16/2017	0021273-IN	731-1022-541.38-03	133.87	Cutting Edge Assy

## AP Check Register

### Check Date: 2/16/2017

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CASPERS TRUCK EQUIPMENT INC...	56777...	2/16/2017	0021274-IN	100-1006-541.30-15	494.21	Plow Blades
<b>Total for check: 56777</b>					<b>800.94</b>	
KORTNEY DAHM	56778	2/16/2017	JAN MILEAGE	100-0903-531.33-01	24.28	January Mileage
<b>Total for check: 56778</b>					<b>24.28</b>	
EARTHLINK BUSINESS	56779	2/16/2017	FEB 2017	100-0000-123.00-00	18.05	Bldg Inspection
					371.81	Menasha Utilities
				100-0101-511.22-01	12.47	Mayor
				100-0201-512.22-01	7.91	Attorney
				100-0202-512.22-01	19.98	Personnel
				100-0203-512.22-01	16.44	Clerk
				100-0304-562.22-01	29.58	Com Develop
				100-0401-513.22-01	39.91	Finance
				100-0402-513.22-01	8.13	Assessor
				100-0502-522.22-01	49.54	EOC
				100-0601-551.22-01	210.33	Library
				100-0702-552.22-01	33.46	Recreation
				100-0703-553.22-01	56.21	Parks
				100-0704-552.22-01	17.47	Pool
				100-0801-521.22-01	310.14	Police
				100-0903-531.22-01	60.68	Health
				100-0920-531.22-01	16.32	Senior Center
				100-1001-514.22-01	89.61	City Hall
				100-1002-541.22-01	52.12	Engineering
				100-1008-541.22-01	4.71	Sign Shop
				207-0000-123.00-00	33.22	Marina
				731-1022-541.22-01	32.12	Garage
				743-0403-513.22-01	18.98	IT
<b>Total for check: 56779</b>					<b>1,509.19</b>	

## AP Check Register

### Check Date: 2/16/2017

<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>
FERGUSON WATERWORKS #1476	56780	2/16/2017	0214021	731-1022-541.30-18	552.00	Gloves
				<b>Total for check: 56780</b>	<b>552.00</b>	
FISH WINDOW CLEANING	56781	2/16/2017	2680-55888	100-1001-514.20-01	50.00	City Hall
				<b>Total for check: 56781</b>	<b>50.00</b>	
FONDY AUTO ELECTRIC	56782	2/16/2017	A64136	731-1022-541.38-03	147.31	Del Shaker
				<b>Total for check: 56782</b>	<b>147.31</b>	
MARY FRITZ	56783	2/16/2017	JAN MILEAGE	100-0903-531.33-01	10.50	January Mileage
				<b>Total for check: 56783</b>	<b>10.50</b>	
GALLS LLC	56784	2/16/2017	006837387	100-0801-521.19-03	197.70	Gloves/Holster/Coldgear
				<b>Total for check: 56784</b>	<b>197.70</b>	
GRAINGER INC	56785	2/16/2017	9338559959	100-0704-552.24-03	16.98	Sling
		2/16/2017	9338559967	100-0703-553.30-18	16.36	Disposable Respirator
				<b>Total for check: 56785</b>	<b>33.34</b>	
GUNDERSON CLEANERS	56786	2/16/2017	453253	100-0801-521.30-13	34.66	Mats/Towels
				<b>Total for check: 56786</b>	<b>34.66</b>	
GUSTMAN CHEVROLET SALES INC	56787	2/16/2017	42324	731-1022-541.38-03	203.56	Lamp
		2/16/2017	42347	731-1022-541.38-03	64.59	Handle/Knob/Belt
		2/16/2017	42387	731-1022-541.38-03	13.26	Gaskets
		2/16/2017	CM42324	731-1022-541.38-03	(50.00)	CREDIT
				<b>Total for check: 56787</b>	<b>231.41</b>	

**AP Check Register**  
**Check Date: 2/16/2017**

<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>
JOHN'S SAW SERVICE	56788	2/16/2017	10936	731-1022-541.38-03	53.49	Holders/Filters/Blades
			<b>Total for check: 56788</b>		<b>53.49</b>	
JX ENTERPRISES INC	56789	2/16/2017	G-263550023	731-1022-541.38-03	158.12	Kits
			<b>Total for check: 56789</b>		<b>158.12</b>	
KITZ & PFEIL INC	56791	2/16/2017	411/3	731-1022-541.24-03	7.22	Glide/Seal/Connector
		2/16/2017	453/3	100-0703-553.30-18	1.91	Hardware Misc
		2/16/2017	462/3	731-1022-541.30-18	4.04	Hardware Misc
		2/16/2017	499/3	100-0703-553.24-03	6.85	Hardware Misc
		2/16/2017	503/3	100-0704-552.24-03	16.16	Bolt/Tap/Glove
		2/16/2017	520/3	731-1022-541.30-18	17.98	Mix
		2/16/2017	526/3	100-0801-521.24-05	21.27	Brush/Frame/Cover/Tray
		2/16/2017	571/3	731-1022-541.24-03	17.96	Sealant
		2/16/2017	632/3	100-1001-514.30-18	2.98	Cover/Fuse/Key
				601-1020-543.30-18	8.50	Cover/Fuse/Key
		2/16/2017	637/3	100-0704-552.24-03	27.76	Hardware Misc
		2/16/2017	690/3	100-0703-553.30-18	28.71	Fuel/Bits
		2/16/2017	709/3	100-0703-553.30-18	25.17	Bit/Spray
		2/16/2017	758/3	100-0703-553.30-18	43.61	Bits
		2/16/2017	796/3	100-0703-553.30-18	31.49	Torch
		2/16/2017	821/3	100-0704-552.24-03	14.37	Screws/Sleeves
		2/16/2017	871/3	100-0703-553.24-03	6.97	Tees/Adapter/Elbow
		2/16/2017	887/3	100-0903-531.30-13	45.88	Sheeting
		2/16/2017	897/3	100-0702-552.30-18	11.31	Paint/Primer
		2/16/2017	915/3	731-1022-541.30-18	1.62	Hardware Misc
			<b>Total for check: 56791</b>		<b>341.76</b>	
LEVENHAGEN CORPORATION	56792	2/16/2017	061374A-IN	100-0000-131.00-00	4,367.40	Fuel
		2/16/2017	061375A-IN	100-0000-131.00-00	2,615.67	Fuel
			<b>Total for check: 56792</b>		<b>6,983.07</b>	

## AP Check Register

### Check Date: 2/16/2017

<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>
MARNI MAHONEY	56793	2/16/2017	MAHONEY REFUND	100-0000-441.24-00	40.00	Class Cancellation
<b>Total for check: 56793</b>					<b>40.00</b>	
MATTHEWS TIRE & SERVICE CENTER	56794	2/16/2017	60454	731-1022-541.38-02	33.41	Turf Bar
		2/16/2017	60455	731-1022-541.38-02	(50.00)	Credit
		2/16/2017	60544	731-1022-541.38-02	144.98	Tire Repair
		2/16/2017	60556	731-1022-541.38-02	351.36	Tires
<b>Total for check: 56794</b>					<b>479.75</b>	
NANCY MCKENNEY	56795	2/16/2017	REGISTRATION	100-0903-531.34-02	15.00	WI Local HD & Board Mtg
<b>Total for check: 56795</b>					<b>15.00</b>	
MENARDS-APPLETON EAST	56796	2/16/2017	8995	100-0703-553.30-18	116.64	Table
<b>Total for check: 56796</b>					<b>116.64</b>	
MENASHA NEENAH MUNICIPAL COURT	56797	2/16/2017	MNMC	100-0000-201.03-00	186.60	Bond/MPD 17-0062
					174.00	Bond/MPD 17-0063
<b>Total for check: 56797</b>					<b>360.60</b>	
MENASHA UTILITIES	56798	2/16/2017	MENASHA UTILITY	100-0000-123.00-00	968.60	Electric
					249.73	Water/Sewer
					59.95	Storm
					11.57	Electric
					27.03	Electric
					9.90	Storm
					3,035.63	Electric
					412.32	Water/Sewer
					136.95	Storm
					1,505.73	Electric
					871.21	Storm
301.15	Electric					

## AP Check Register

### Check Date: 2/16/2017

<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>
MENASHA UTILITIES...	56798...	2/16/2017...	MENASHA UTILITY...	100-0704-552.22-05	415.40	Water/Sewer
				100-0801-521.22-03	1,337.58	Electric
					117.93	Electric
				100-0801-521.22-05	344.87	Water/Sewer
				100-0801-521.22-06	82.78	Storm
				100-1001-514.22-05	12.38	Water/Sewer
				100-1001-514.22-06	3.30	Storm
				100-1008-541.22-03	436.58	Electric
				100-1008-541.22-05	45.42	Water/Sewer
				100-1013-541.22-06	57.75	Storm
				100-1019-552.22-03	864.59	Electric
				100-1019-552.22-05	12.38	Water/Sewer
				266-1028-543.22-06	96.53	Storm
				470-0304-562.80-02	452.10	Storm
				601-1020-543.22-03	90.11	Electric
				731-1022-541.22-03	1,572.55	Electric
				731-1022-541.22-05	900.60	Water/Sewer
731-1022-541.22-06	1,190.48	Storm				
<b>Total for check: 56798</b>					<b>15,623.10</b>	
MORTON SAFETY	56799	2/16/2017	173956-00	100-1016-543.30-18	67.00	Ice Shoes
				266-1027-543.30-18	33.50	Ice Shoes
				266-1028-543.30-18	100.50	Ice Shoes
				731-1022-541.30-18	385.25	Ice Shoes
<b>Total for check: 56799</b>					<b>586.25</b>	
NOTT COMPANY	56800	2/16/2017	2768281-00	731-1022-541.38-03	16.92	Hose Repair
<b>Total for check: 56800</b>					<b>16.92</b>	
OSHKOSH FIRE & POLICE EQUIPMENT INC	56801	2/16/2017	168135	100-0801-521.29-04	400.00	Sub Assy/LED Corner Assy
<b>Total for check: 56801</b>					<b>400.00</b>	

## AP Check Register

### Check Date: 2/16/2017

<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>
OUTAGAMIE COUNTY	56802	2/16/2017	112894	100-0805-521.25-01	990.00	Oct-Dec 2016 Lodging
				<b>Total for check: 56802</b>	<b>990.00</b>	
MEGHAN PAULY	56803	2/16/2017	JAN EXPENSES	100-0903-531.33-01	1.56	January Expenses
				100-0905-531.33-01	3.12	January Expenses
				<b>Total for check: 56803</b>	<b>4.68</b>	
POMP'S TIRE SERVICE INC	56804	2/16/2017	320051523	731-1022-541.38-02	450.35	Tire
		2/16/2017	320051619	731-1022-541.38-02	719.00	Tires
		2/16/2017	320051620	731-1022-541.38-02	1,352.10	Tires
		2/16/2017	320051897	731-1022-541.38-02	900.70	Tires
				<b>Total for check: 56804</b>	<b>3,422.15</b>	
RUEKERT & MIELKE INC	56805	2/16/2017	117787	601-1020-543.21-02	686.29	Services 11/28-12/31/16 Signif Sewer User Monitor
		2/16/2017	117788	601-1020-543.21-02	1,056.22	Services 12/1-31/16 Neenah Property Discharge
		2/16/2017	117789	601-1020-543.21-02	1,177.62	Services 11/28-12/31/16 Simply Incredible Sewer
		2/16/2017	117790	601-1020-543.21-02	724.36	Services 12/1-31/16 Sewer Billing Assistance
		2/16/2017	117791	601-1020-543.21-02	3,762.86	Services 11/28-12/31/16 2016 User System Upgrade
				<b>Total for check: 56805</b>	<b>7,407.35</b>	
SHOPKO STORES OPERATING CO LLC	56806	2/16/2017	90000014390018	100-0801-521.30-18	8.99	USB Storage
				<b>Total for check: 56806</b>	<b>8.99</b>	
SMT MANUFACTURING & SUPPLY	56807	2/16/2017	0043983-IN	731-1022-541.38-03	26.96	Supplies
				<b>Total for check: 56807</b>	<b>26.96</b>	
STAPLES BUSINESS ADVANTAGE	56808	2/16/2017	3327928229	731-1022-541.30-10	84.61	Supplies
		2/16/2017	3327928234	100-0101-511.30-10	20.52	Supplies
				100-0201-512.30-10	20.51	Supplies
				100-0203-512.30-10	20.51	Supplies

## AP Check Register

### Check Date: 2/16/2017

<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>
STAPLES BUSINESS ADVANTAGE...	56808...	2/16/2017...	3327928234...	100-0405-513.30-18	5.22	Supplies
<b>Total for check: 56808</b>					<b>151.37</b>	
SUPERIOR CHEMICAL CORP	56809	2/16/2017	148947	731-1022-541.30-18	62.75	Cleaner
<b>Total for check: 56809</b>					<b>62.75</b>	
THEDACARE LABORATORIES	56810	2/16/2017	12100529	100-0801-521.21-05	85.00	Legal Blood Draws
<b>Total for check: 56810</b>					<b>85.00</b>	
UNIFIRST CORPORATION	56811	2/16/2017	097 0228503	731-1022-541.20-01	213.38	Supply Service
<b>Total for check: 56811</b>					<b>213.38</b>	
US CELLULAR	56812	2/16/2017	0173655416	100-0201-512.22-01	28.38	Attorney
				100-0702-552.22-01	42.25	Tungate
				100-0703-553.22-01	51.84	Parks
				100-0801-521.22-01	110.26	PD
				100-0904-531.22-01	60.05	Drew
				100-1002-541.22-01	0.60	Engineering
				100-1008-541.22-01	1.25	Sign Shop
				100-1019-552.22-01	0.55	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	33.90	PWF
<b>Total for check: 56812</b>					<b>330.58</b>	
VERIZON WIRELESS	56813	2/16/2017	9779693822	100-0703-553.22-01	52.47	Cell Phone Charges
				731-1022-541.22-01	323.08	Cell Phone Charges
		2/16/2017	9779693824	743-0403-513.22-01	61.25	Cell Phone
		2/16/2017	9779693825	100-0801-521.22-01	630.94	Cell Phone Charges
		2/16/2017	9779693827	100-1002-541.22-01	30.01	WiFi for GPS

**AP Check Register**  
**Check Date: 2/16/2017**

Date: 2/16/2017

<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>
VERIZON WIRELESS...	56813...	2/16/2017...	9779693827...	625-1002-541.22-01	10.00	WiFi for GPS
			<b>Total for check: 56813</b>		<b>1,107.75</b>	
WAUSAU EQUIPMENT COMPANY INC	56814	2/16/2017	5645859	731-1022-541.38-03	430.52	Spring
			<b>Total for check: 56814</b>		<b>430.52</b>	
WE ENERGIES	56815	2/16/2017	JAN PWF	100-1008-541.22-04	233.93	January Gas Charges
		2/16/2017	NORTH ST-JAN	100-0701-533.22-03	15.71	Electric
					14.50	Electric
			<b>Total for check: 56815</b>		<b>264.14</b>	
WINNEBAGO COUNTY TREASURER	56816	2/16/2017	2-134 TAX	100-0000-201.03-00	478.37	Property Tax Pmnt 2-134
			<b>Total for check: 56816</b>		<b>478.37</b>	
WINNEGAMIE DOG CLUB	56817	2/16/2017	2/21/17 RENTAL	100-0204-512.29-06	300.00	Polling Place 2/21/17
			<b>Total for check: 56817</b>		<b>300.00</b>	
WISCONSIN SUPPORT COLLECTIONS	56818	2/16/2017	20170216	100-0000-202.03-00	711.51	PAYROLL SUMMARY
			<b>Total for check: 56818</b>		<b>711.51</b>	
					<b>52,175.38</b>	



To: Menasha Common Council

From: Jenny Groeschel Police Records

RE: Beverage Operator License (Bartender) Applicants

Date: February 15, 2017

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:

Amber Jones  
Toni Kramer  
Michael Newman

cc: chief via email

**MASTER LICENSE AGREEMENT BETWEEN  
THE CITY OF MENASHA AND  
WISCONSIN TECHNOLOGY NETWORKING, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>SECTION 1. DEFINITIONS .....</b>	<b>2</b>
<b>SECTION 2. GRANTING CLAUSE .....</b>	<b>4</b>
<b>SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY .....</b>	<b>4</b>
<b>SECTION 4. TERM AND AMENDMENTS.....</b>	<b>5</b>
<b>SECTION 5. LICENSE FEES .....</b>	<b>6</b>
<b>SECTION 6. APPROVAL OF COMMUNICATION SITES.....</b>	<b>7</b>
<b>SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY .....</b>	<b>9</b>
<b>SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES .....</b>	<b>9</b>
<b>SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES .....</b>	<b>12</b>
<b>SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED ...</b>	<b>12</b>
<b>SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS .....</b>	<b>12</b>
<b>SECTION 12. EMERGENCY CONTACTS .....</b>	<b>13</b>
<b>SECTION 13. INDEMNITY .....</b>	<b>13</b>
<b>SECTION 14. INSURANCE REQUIREMENTS .....</b>	<b>14</b>
<b>SECTION 15. ADMINISTRATION OF LICENSE .....</b>	<b>16</b>
<b>SECTION 16. ASSIGNMENT OF LICENSE .....</b>	<b>17</b>
<b>SECTION 17. FUTURE CONTINGENCY .....</b>	<b>17</b>
<b>SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION ....</b>	<b>18</b>
<b>SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE .....</b>	<b>18</b>
<b>SECTION 20. NON-DISCRIMINATION .....</b>	<b>19</b>
<b>SECTION 21. MISCELLANEOUS PROVISIONS .....</b>	<b>19</b>

**MASTER LICENSE AGREEMENT BETWEEN  
THE CITY OF MENASHA AND  
WISCONSIN TECHNOLOGY NETWORKING, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY ("Agreement") is made and entered into by and between the City of Menasha ("City" or "Licensor"), and Wisconsin Technology Networking, LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, Licensee has requested use of certain locations within the public rights-of-way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

**WHEREAS**, the City has the power to regulate the public rights-of-way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

**NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

(a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.

(b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

(c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

(d) "City Representative" means the then current person at the City that oversees administration of this Agreement, or his/her designee.

(e) "Communication Facility" means Wireless Communication Equipment and/or Backhaul Equipment.

(f) "Communication Service" means Wireless Communication Service and/or Backhaul Service.

(g) "Communication Site" means a location in the Public Rights-of-Way selected for the Communication Facility.

(h) "Communication Site Application" means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.

(i) "Communication Sites Inventory" means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.

(j) "Effective Date" means the latest date on which this Agreement is signed by both Parties.

(k) "Point of Demarcation" means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.

(l) "Rights-of-Way" or "Public Rights-of-Way" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any rights of management control.

(m) "Rights-of-Way Regulations" means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the Public Rights-of-Way.

(n) "Rights-of-Way Manager" means the then current person at the City that oversees the Public Rights-of-Way, or his/her designee.

(o) "Supplemental License" means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.

(p) "Transmission Media" means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.

(q) "Unauthorized Communication Site" means use of Public Rights-of-Way for the installation of Communication Facility on City poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.

(r) "Unauthorized Installation Charge" means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

(s) "Wireless Communication Service" means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission ("FCC") or any successor agency.

(t) "Wireless Communication Equipment" means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

## **SECTION 2. GRANTING CLAUSE**

(a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement, and as described herein.

(b) **License to Use City Poles** – Licensor also grants Licensee the right to use City poles for the purpose of attaching the Communication Facility based on the then-current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement.

(b) **Non-Exclusive License** – The Licensee's right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

## **SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY**

(a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification,

replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment as described in Exhibit C or Backhaul Equipment that may evolve or be adopted using wireless technologies. Modifications that materially affect the number, size, and/or weight of existing attachments shall be described in Exhibit C. Licensee shall, at its expense, comply with all applicable federal and state laws, ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of Public Rights-of-Way.

(b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Licensor’s poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Licensee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

#### **SECTION 4. TERM AND AMENDMENTS**

(a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will not renew the Term, the Term will automatically renew for three (3) additional consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement.

(b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement. In no event will the term of any Supplemental License exceed the term of the Agreement as described in Section 4(a) above.

(c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Licensee’s receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches

any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (30) days after receipt of written notice of the breach from the non-breaching Party; or (iii) by Licensee, at any time, with or without cause, upon notice to Licensor.

(d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within thirty (30) days after such expiration or earlier termination, Licensee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding certain subsurface infrastructure, the permanent abandonment of which shall be deemed to occur on the 120<sup>th</sup> day after removal. When requested by the City to remove facilities, Licensee shall complete such removal within 120 days following receipt of such request, and shall restore the affected site to its pre-installation condition. Provided, however, that permanent abandonment shall not be deemed to occur with respect to any portions expressly excluded from abandonment as specified in a notice from Licensee to Licensor during the 120-day period or as otherwise agreed to in writing between the Parties. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental License shall be deemed to remain in effect until it is removed. Licensee agrees that removal of equipment shall include subsurface infrastructure, and that each affected site will be returned to its pre-installation condition. After such removal, the Supplemental License shall be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensor in connection therewith.

**SECTION 5. LICENSE FEES** [To be discussed with City] Mobilitie proposal - One-time fee of \$500 to cover administrative cost of application processing

(a) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

(b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensor the Annual License Fee for the

<b>Type of Communication Facility:</b>	<b>Annual License Fee:</b>
Wireless Communication Equipment (or Wireless Backhaul Equipment) on a pole owned by Licensor	The City's standard underground utility
Landline Backhaul Equipment	The Annual License Fee for all Communication Sites
coming year for each Communication Site. installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"). Thereafter, on each annual anniversary of License Fee Commencement Date, Licensee shall pay Licensor the Annual License Fees.	

(c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of one and one-half (1 ½)% per cent per month from that date.

(d) **Annual License Fees to Licensor** – Licensee shall pay Licensor the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Menasha and sent to:

\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 6. APPROVAL OF COMMUNICATION SITES**

(a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.

(b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application within ninety (90) days, unless the City Representative and Licensee agree in writing to extend such process.

(1) **Rights-of-Way Determination** – The Licensor will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.

(2) **Ownership of City Pole** – The Licensor will confirm the ownership of any City pole identified for installation of the Communication Facility.

(3) **Site Eligibility** – Licensor shall determine whether a requested City pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.

(4) **Review Criteria** – For each Communication Site Application, the City Representative shall:

a. Verify that the Communication Site Application is complete.

b. Review engineering design documents to determine:

i. compliance with contractual requirements under this Agreement; and

- ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
  - iii. compliance with City pole attachment regulations for traffic light poles, including replacement of an electric meter with dual meters, if and as applicable;
  - iv. structural integrity of a new pole;
  - v. no greater danger is posed to the public health, safety, and welfare by a new pole than is posed by an existing comparable pole in the vicinity.
- c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings, prepared by an engineer licensed in the State of Wisconsin, demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

**(5) Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way, if required (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Wisconsin standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), if required. Licensor may impose on the ROW Permit only those conditions that are necessary to protect structures in the Public Rights-of-Way, to ensure the proper restoration of the Public Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian, bicycle, and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Rights-of-Way. In no event shall Licensor treat Licensee's Communication Site Applications or ROW Permit applications in a more burdensome manner than Licensor treats Public Rights-of-Way access permits of all other public utilities and telecommunications services providers. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to

proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with any affected City departments.

(6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

## **SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY**

(a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.

(b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

## **SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES**

(a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Licensee shall verify with the City and Menasha Utilities the eligibility of the specified pole for attachment of the Communication Facility. In addition, Licensee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel, and "Menasha Utilities Personnel" and the Rights-of-Way Manager.

(b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:

- (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;

- (2) installation of new poles in the Rights-of-Way;
- (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
- (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
- (5) applicable excavation and restoration standards; and
- (6) pavement repairs, which will be made in accordance with City specifications; Licensee understands that repair materials and pole reinforcement and/or replacement, if necessitated by or in conjunction with the Facilities subject to this Agreement, will be the responsibility of the Licensee.

(c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.

(d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Licensee engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.

(e) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on Public Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.

(f) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any interference issues prior to approval of such application. Any additional facilities that do not constitute modifications or upgrades to the Communication facilities covered by this agreement will require the submission of an engineering study, prepared by an engineer licensed in the State of Wisconsin, to the City for review.

(g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Licensee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication

PL Draft 1/19/17

2/6/17

Facility attached to a City traffic light pole, Licensee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic

light system or other public safety functions. Licensee shall obtain a Street Occupancy Permit and/or an Excavation Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.

**(h) Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City's Ordinances and/or Permit Stipulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.

**(i) Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.

**(j) No Limitation in City's Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

**(k) Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of the traffic light signal system mounted on poles where Communication Facility has been installed, the City shall provide Licensee thirty (30) days advance notice of such maintenance activities. In advance of such maintenance activities, Licensee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, Licensor will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Should the events that results in damage or failure of the traffic light signal system also affect Communication Facility, Licensee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

## **SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES**

(a) **Supervision by Rights-of-Way Manager** – In the event Licensee desires to install poles on Public Rights-of-Way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Licensee's personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.

(b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Licensee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole location in the Rights-of-Way.

## **SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED**

(a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

(b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

## **SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS**

(a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the

2/6/17

Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

## **SECTION 12. EMERGENCY CONTACTS**

(a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee’s network operations center may be reached 24/7 at (877) 244-7889.

(b) **Licensee’s Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative, Right of Way Manager, Police Department and Menasha Utilities.

(c) **Licensee’s Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW add “Street Occupancy and/or Excavation” Permit provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative, add “Right of Way Manager and the Police Department” and give notice to Licensor of the network emergency and an estimated time period to address the situation.

(d) **Licensor’s Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

## **SECTION 13. INDEMNITY**

(a) **General Indemnity Clause** – Licensee covenants and agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively (“Indemnitees”), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of

2/6/17

**Licensee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the City or an Indemnitee. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**

(b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.

(c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.

#### **SECTION 14. INSURANCE REQUIREMENTS**

(a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.

(b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances

2/6/17

surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.

(c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Wisconsin and with an A.M Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

<b>Type of Coverage</b>	<b>Amounts</b>
(e) 1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following:	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence and
a. Premises/Operations	General Aggregate limit of \$2,000,000
b. Independent Contractors	
c. Products/complete operations	
d. Property damage	
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

The Licensee agrees that with respect to the above required insurance, all insurance policies are to contain change to "and" be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation.

(f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.

(g) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.

(h) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.

(i) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

(j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement, and may be modified or updated as required by the City's insurance carrier..

**SECTION 15. ADMINISTRATION OF LICENSE**

(a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.

(b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.

(c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid, or by overnight delivery via a nationwide provider of such services. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licensor:

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	If to Licensee:	With a copy to:
<b>SECTION 16. ASSIGNMENT OF LICENSE</b>	Wisconsin Technology Networking, LLC 2220 University Drive Newport Beach, CA 92660	Wisconsin Technology Networking, LLC 2220 University Drive Newport Beach, CA 92660
<b>(a) Limited Right of</b>	Attention: Asset Management	Attention: Legal Department

**Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensor to Licensee’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee’s assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. Written notice of such assignment shall be provided to the City within 30 days of such assignment. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensor, which shall not be unreasonably withheld. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

## **SECTION 17. FUTURE CONTINGENCY**

**(a) Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Licensee and Licensor shall meet and

negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

## **SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION**

(a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within sixty (60) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.

(b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensor under the Agreement at the time of termination, or (ii) concerning any claim for damages against Licensee under this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

## **SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE**

(a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Wisconsin, and the City of Menasha in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.

(b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.

(c) **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.

(d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

## **SECTION 20. NON-DISCRIMINATION**

(a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

## **SECTION 21. MISCELLANEOUS PROVISIONS**

(a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.

(b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

(d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.

(e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.

(f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee’s access rights concerning the Rights-of-Way.

(g) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

(i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.

(j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.

(k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.

(l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

(m) **Change of Law** - If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the parties under this [Agreement] shall change after the [Effective Date] and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the [Agreement] as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change

[Abandoned facilities are addressed in Sec. 4]

[Licensee does not anticipate the need to use hazardous materials - can discuss further with the City in connection with negotiation of agreement terms]

Pl Draft 1/19/17

2/6/17

**EXECUTED and AGREED.**

**CITY OF  
MENASHA**

**WISCONSIN  
TECHNOLOGY  
NETWORKING,  
LLC**

*(Signature)*

Printed Name:

Title:

Date:

\_\_\_\_\_  
*(Signature)*

Printed Name:

Title:

Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

PL Draft 1/19/17

2/6/17

**EXHIBIT A**

**COMMUNICATION SITE APPLICATION**

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

Licensee: \_\_\_\_\_ Application/License#: \_\_\_\_\_

<b>Licensee Site ID #</b>	<b>Communication Site GIS Coordinates</b>	<b>Type of Communication Facility</b>
		[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

<b>Pole Type</b>	<b>Pole Alteration</b>	<b>Attachment Height</b>	<b>Attachment Weight</b>	<b>Attachment Dimensions</b>	<b>Location of Equipment Shelter</b>
[City Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

**APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:**

Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution

panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

For City poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.

For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.

If the proposed installation includes a new pole, provide design and specification drawings for the new pole.

If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.

The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.

Description of the utility services required to support the facilities to be installed.

All necessary permits and letters of authorization from all affected parties.

List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

**APPLICANT REPRESENTATIVE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

PL Draft 1/19/17

2/6/17

**EXHIBIT B**

**Supplemental License Form**

**Supplemental License No. \_\_\_\_\_  
For Communication Facility Installation**

This Supplemental License is entered on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Menasha, acting through its City Representative, or his/her designee, (“Licensor”) and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“Licensee”).

**1. Overview of Supplemental License** – This Supplemental License applies to the Communication Sites described below.

**Authorizing Agreement:**

**License:**

Master License Agreement for Use of  
Public Rights-of-Way

**Licensor:**

City of Menasha

**Licensee:**

Wisconsin Technology Networking, LLC

**Initial Aggregate**

**Annual License Fees:**

**Commencement Date:**

**Term:**

\_\_\_\_\_  
Term of 25 years subject to the Master  
License Agreement.

**Licensee Site ID #**

**Communication Site GIS  
Coordinates**

**Type of Communication Facility**

[Wireless Communication  
Equipment]

[Wireless Backhaul Equipment]

[Landline Backhaul Equipment]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole]	[Pole Reinforcement]				[Installed on Pole]
[Third-Party Pole]	[Pole Replacement]				[Installed in Ground (Vault)]
[Licensee Pole]	[New Pole]				[Other Location (Requires City Representative Approval)]
[Not Applicable/Needed]	[Not Applicable/Needed]				[Not Applicable/Needed]

**2. Source of Authority** – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License

Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master

License Agreement, unless otherwise indicated herein.

**3. Approval Process** – This Supplemental License arises from and is part of the approval process associated

with the Communication Site Application approved by the City Representative on \_\_\_\_\_.

The Communication Site Application, including all

attachments, is incorporated as Exhibit 1 and made a part hereof. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of

Supplemental License limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

**5. Conflict in Interest** – Nothing in this Supplemental License intended to grant Licensee any rights or privileges beyond those addressed in the Master License Agreement. In the event of any conflict or contractual interpretation between this Supplemental License and the Master License Agreement, the Master License Agreement shall prevail.

PL Draft 1/19/17

2/6/17

and the Master License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the Master License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

**6. Site Specific Conditions** – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

**7. Site Modifications** – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Master License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

**8. License Fee** – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Master License Agreement, payable by Licensee as provided therein.

**9. Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

**10. Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

PL Draft 1/19/17  
2/6/17

**NOW THEREFORE**, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

**LICENSOR**

**CITY OF MENASHA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE**

**WISCONSIN TECHNOLOGY NETWORKING, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**MEMORANDUM**

Date: February 13, 2017  
To: Common Council  
From: Community Development Department/KE  
RE: Lake Park Trail Easement

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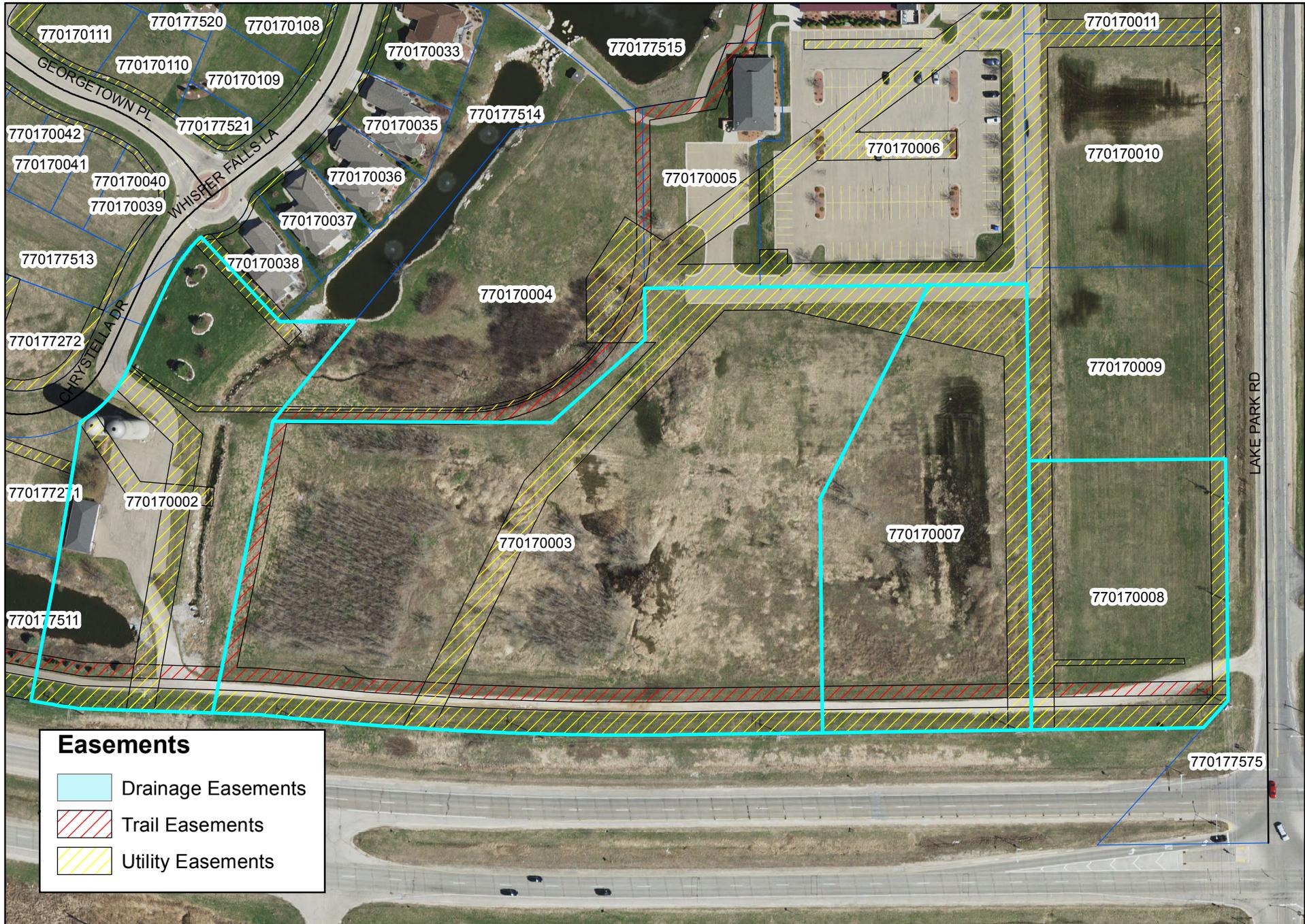
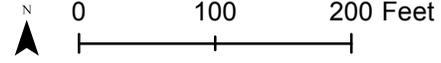
In the 2017 budget, the city set aside funds to pave a gravel trail that exists parallel to HWY 10/114. The trail extends from the east side of the Lake Park Villas development approximately 0.23 miles (1100') to Lake Park Road along the north side of HWY 10/114 (see enclosed map).

Before paving can commence, it is necessary for the city to release an existing 15' wide by 1100' easement that does not align with the current and proposed trail and obtain a new 20' wide by 1100' easement that matches where the trail is today. Additionally, on the east end of the trail it is necessary for the city to obtain a temporary easement for the trailhead until such time that Lake Park Road is reconstructed. Lake Park Road is expected to be fully reconstructed in 2019, at which time the trail will be relocated to intersect with Lake Park Road in a perpendicular manner within the permanent easement area. At the request of the Plan Commission, the easement area was extended on the easternmost parcel to encompass a 50' area from the south lot line extending north. The new easement area will provide greater flexibility for future trail alignment.

The trail currently runs through property owned by the Redevelopment Authority and Community First Credit Union. After meeting with Community First Credit Union and action taken by the Redevelopment Authority on May 15, 2015, both parties are amenable to the release of the existing easement and the establishment of the new temporary and permanent easements. Community First Credit Union also approved of the revised easement area requested by the Plan Commission.

The Plan Commission recommends approval of the easement release, easement acceptance, and temporary easement acceptance for the Lake Park Trail. Staff also recommends approval of the new easement configuration.

# Existing Gravel Drive - Lake Park Trail



**Easements**

-  Drainage Easements
-  Trail Easements
-  Utility Easements

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made effective on \_\_\_\_\_, 2017 ("Effective Date") by and between the Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 140 Main Street, Menasha, WI 54952 ("Grantor"), and the City of Menasha, a Wisconsin municipal corporation, 140 Main Street, Menasha, WI 54952 ("Grantee"). Grantor and Grantee are each a "Party" and are together the "Parties."

1. Affected Property. Grantor owns the following real property: Lot 3, Lake Park Villas, City of Menasha, Calumet County, Wisconsin ("Property").

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts, a perpetual access and use easement ("Easement") over, under and above that portion of the Property described in the attached and incorporated **EXHIBIT A** and depicted in the attached and incorporated **EXHIBIT B** ("Easement Property") for the following purposes: (i) use as a bicycle and pedestrian recreational trail by the public ("Trail"); and (ii) access by the Grantee and its agents as reasonably necessary to maintain, repair, replace and resurface the Trail.

3. Maintenance. Grantee has the exclusive right and obligation to construct, install, maintain, operate, repair, replace and resurface the Trail in accordance with City of Menasha standards for public trails.

4. Runs with Land. The terms, conditions and provisions of this Agreement shall run with the land and extend to, be binding upon and inure to the benefit of the Parties' successors, heirs and assigns.

Return to:  
City Clerk  
City of Menasha  
140 Main Street  
Menasha, WI 54952

PIN:7-01700-03

The Parties hereby enter into this Agreement as of the Effective Date.

**GRANTOR:**  
Redevelopment Authority of the City of Menasha

**GRANTEE:**  
City of Menasha

By: \_\_\_\_\_  
Philip K. Vanderhyden, Chairman

By: \_\_\_\_\_  
Donald Merkes, Mayor

**ACKNOWLEDGMENT – Redevelopment Authority of the City of Menasha**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2017, Philip K. Vanderhyden, as the Chairman of the Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, and acknowledged the foregoing instrument to be his/her voluntary act and deed in such capacity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT – City of Menasha**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2017, Donald Merkes, Mayor, for the City of Menasha and acknowledge the foregoing instrument to be his/her and the City of Menasha’s voluntary act and deed, and accepted the Easement on behalf of the City of Menasha.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk  
Notary Public for City of Menasha  
My Commission Expires: \_\_\_\_\_

This document was drafted by:  
Pamela A. Captain, Menasha City Attorney  
140 Main St., Menasha, WI 54952  
(SBN: 1023192)

## **EXHIBIT A**

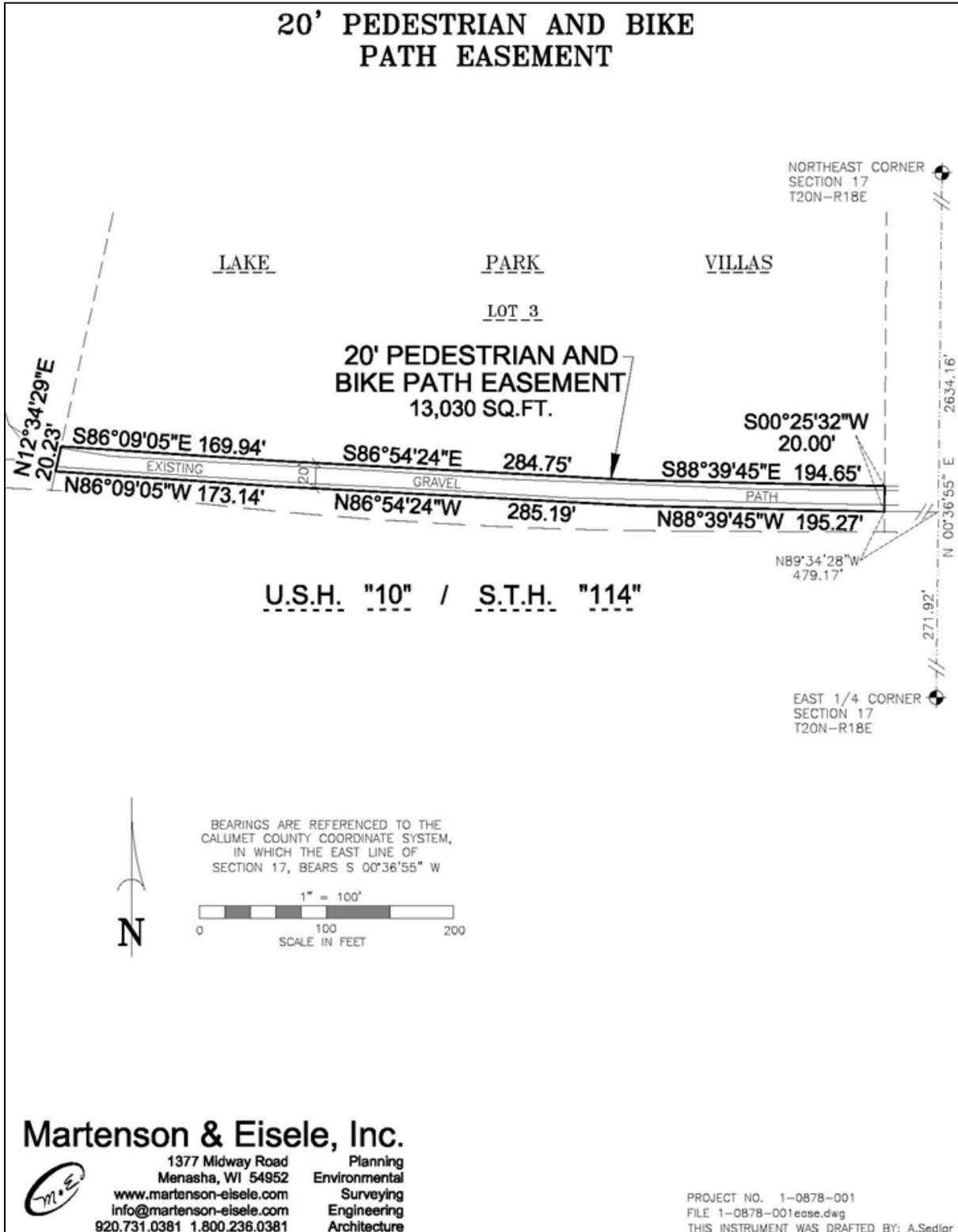
### **Easement Property Legal Description**

PART OF LOT 3, LAKE PARK VILLAS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 271.92 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST, 479.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES 45 SECONDS WEST, 195.27 FEET; THENCE NORTH 86 DEGREES 54 MINUTES 24 SECONDS WEST, 285.19 FEET; THENCE NORTH 86 DEGREES 09 MINUTES 05 SECONDS WEST, 173.14 FEET; THENCE NORTH 12 DEGREES 34 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID 3, A DISTANCE OF 20.23 FEET; THENCE SOUTH 86 DEGREES 09 MINUTES 05 SECONDS EAST, 169.94 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES 24 SECONDS EAST, 284.75 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 45 SECONDS EAST, 194.65 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 13,030 SQUARE FEET.

# EXHIBIT B

## Easement Property Depiction



## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made effective on \_\_\_\_\_, 2017 ("Effective Date") by and between Community First Credit Union, 2626 S. Oneida Street, Appleton, WI 54915 ("Grantor"), and the City of Menasha, a Wisconsin municipal corporation, 140 Main Street, Menasha, WI 54952 ("Grantee"). Grantor and Grantee are each a "Party" and are together the "Parties."

1. Affected Property. Grantor owns the following real property: Lot 7 and Lot 8, Lake Park Villas, City of Menasha, Calumet County, Wisconsin ("Property").

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts, a perpetual access and use easement ("Easement") over, under and above that portion of the Property described in the attached and incorporated **EXHIBIT A** and depicted in the attached and incorporated **EXHIBIT B** ("Easement Property") for the following purposes: (i) use as a bicycle and pedestrian recreational trail by the public ("Trail"); and (ii) access by the Grantee and its agents as reasonably necessary to maintain, repair, replace and resurface the Trail.

3. Easement Reservations and Limitations. Grantor shall not construct, within the Easement Property, any permanent structures, buildings, fences or utilities.

4. Maintenance. Grantee has the exclusive right and obligation to construct, install, maintain, operate, repair, replace and resurface the Trail in accordance with City of Menasha standards for public trails.

5. Runs with Land. The terms, conditions and provisions of this Agreement shall run with the land and extend to, be binding upon and inure to the benefit of the Parties' successors, heirs and assigns.

Return to:  
City Clerk  
City of Menasha  
140 Main Street  
Menasha, WI 54952

PIN: 7-01700-07, 7-01700-08

The Parties hereby enter into this Agreement as of the Effective Date.

**GRANTOR:**  
Community First Credit Union

**GRANTEE:**  
City of Menasha

By: \_\_\_\_\_  
Catherine J. Tierney, President/CEO

By: \_\_\_\_\_  
Donald Merkes, Mayor

**ACKNOWLEDGMENT – Community First Credit Union**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2017, Catherine J. Tierney, as the President/CEO of Community First Credit Union, and acknowledged the foregoing instrument to be his/her voluntary act and deed in such capacity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT – City of Menasha**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2017, Donald Merkes, Mayor, for the City of Menasha and acknowledge the foregoing instrument to be his/her and the City of Menasha’s voluntary act and deed, and accepted the Easement on behalf of the City of Menasha.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk  
Notary Public for City of Menasha  
My Commission Expires: \_\_\_\_\_

This document was drafted by:  
Pamela A. Captain, Menasha City Attorney  
140 Main St., Menasha, WI 54952  
(SBN: 1023192)

## EXHIBIT A

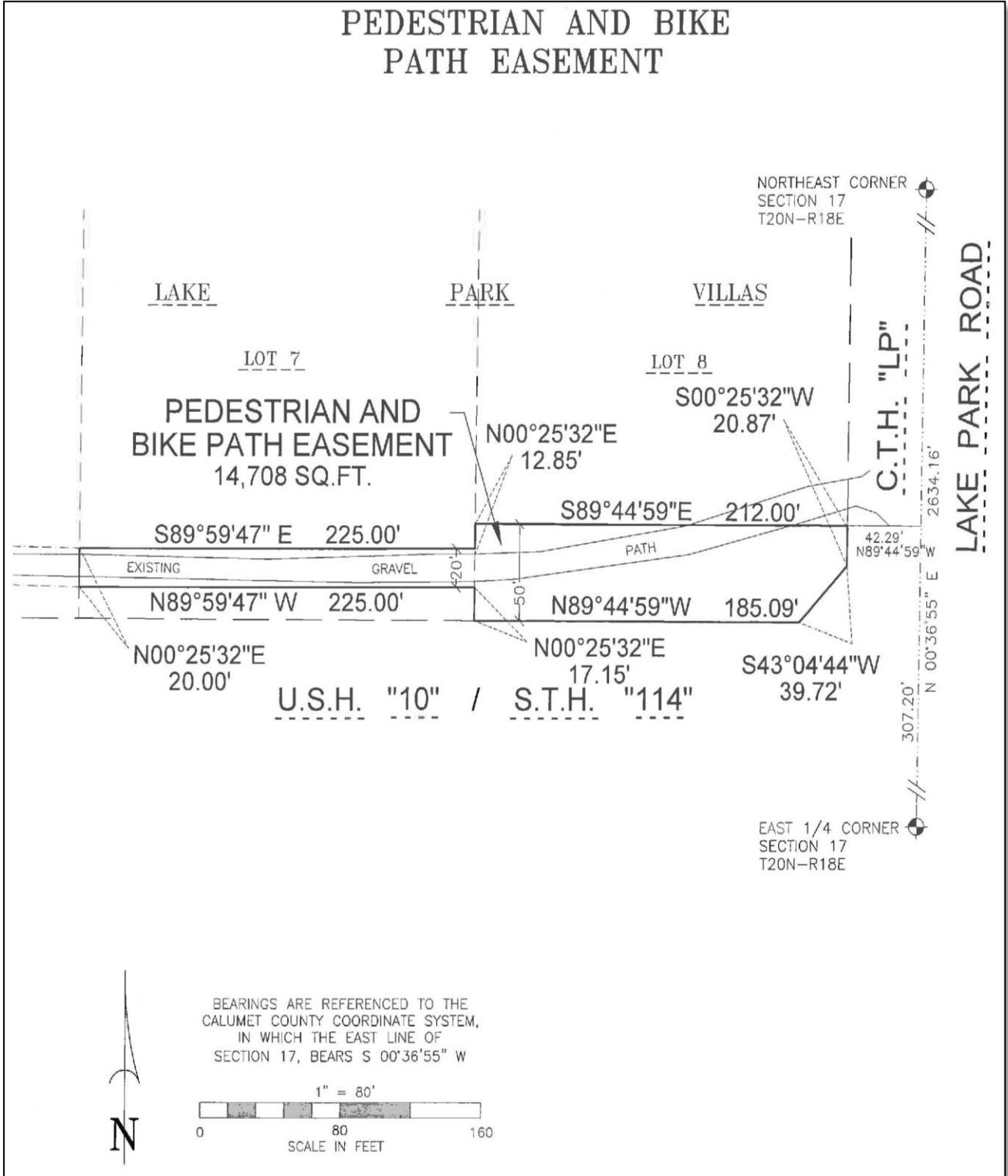
### Easement Property Legal Description

PART OF LOTS 7 AND 8, LAKE PARK VILLAS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 307.20 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST, 42.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF LAKE PARK ROAD (C.T.H. "LP"), A DISTANCE OF 20.87 FEET; THENCE SOUTH 43 DEGREES 04 MINUTES 44 SECOND WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 39.72 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE U.S.H. "10", A DISTANCE OF 185.09 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SEDCONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 17.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 47 SECONDS WEST, 225.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 47 SECONDS EAST, 225.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SEDCONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 12.85 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 59 SECONDS EAST, 212.00 FEET; TO THE POINT OF BEGINNING. CONTAINING 14,708 SQUARE FEET.

**EXHIBIT B**

**Easement Property Depiction**





**TEMPORARY EASEMENT  
AGREEMENT**

This Easement Agreement ("Agreement") is made effective on \_\_\_\_\_, 2017 ("Effective Date") by and between Community First Credit Union, 2626 S. Oneida Street, Appleton, WI 54915 ("Grantor"), and the City of Menasha, a Wisconsin municipal corporation, 140 Main Street, Menasha, WI 54952 ("Grantee"). Grantor and Grantee are each a "Party" and are together the "Parties."

1. Affected Property. Grantor owns the following real property: Lot 8, Lake Park Villas, City of Menasha, Calumet County, Wisconsin ("Property").

Return to:  
City Clerk  
City of Menasha  
140 Main Street  
Menasha, WI 54952

PIN:7-01700-08

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts, a temporary access and use easement ("Easement") over, under and above that portion of the Property described in the attached and incorporated **EXHIBIT A** and depicted in the attached and incorporated **EXHIBIT B** ("Easement Property") for the following purposes: (i) use as a bicycle and pedestrian recreational trail by the public ("Trail"); and (ii) access by the Grantee and its agents as reasonably necessary to maintain, repair, replace and resurface the Trail.

3. Easement Reservations and Limitations. This Easement will expire on January 1, 2022.

4. Maintenance. Grantee has the exclusive right and obligation to construct, install, maintain, operate, repair, replace and resurface the Trail in accordance with City of Menasha standards for public trails.

5. Runs with Land. The terms, conditions and provisions of this Agreement shall run with the land and extend to, be binding upon and inure to the benefit of the Parties' successors, heirs and assigns.

The Parties hereby enter into this Agreement as of the Effective Date.

**GRANTOR:**  
Community First Credit Union

**GRANTEE:**  
City of Menasha

By: \_\_\_\_\_  
Catherine J. Tierney, President/CEO

By: \_\_\_\_\_  
Donald Merkes, Mayor

**ACKNOWLEDGMENT – Community First Credit Union**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2017, Catherine J. Tierney, as the President/CEO of Community First Credit Union, and acknowledged the foregoing instrument to be his/her voluntary act and deed in such capacity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT – City of Menasha**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF CALUMET         )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2017, Donald Merkes, Mayor, for the City of Menasha and acknowledge the foregoing instrument to be his/her and the City of Menasha’s voluntary act and deed, and accepted the Easement on behalf of the City of Menasha.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk  
Notary Public for City of Menasha  
My Commission Expires: \_\_\_\_\_

This document was drafted by:  
Pamela A. Captain, Menasha City Attorney  
140 Main St., Menasha, WI 54952  
(SBN: 1023192)

**EXHIBIT A**

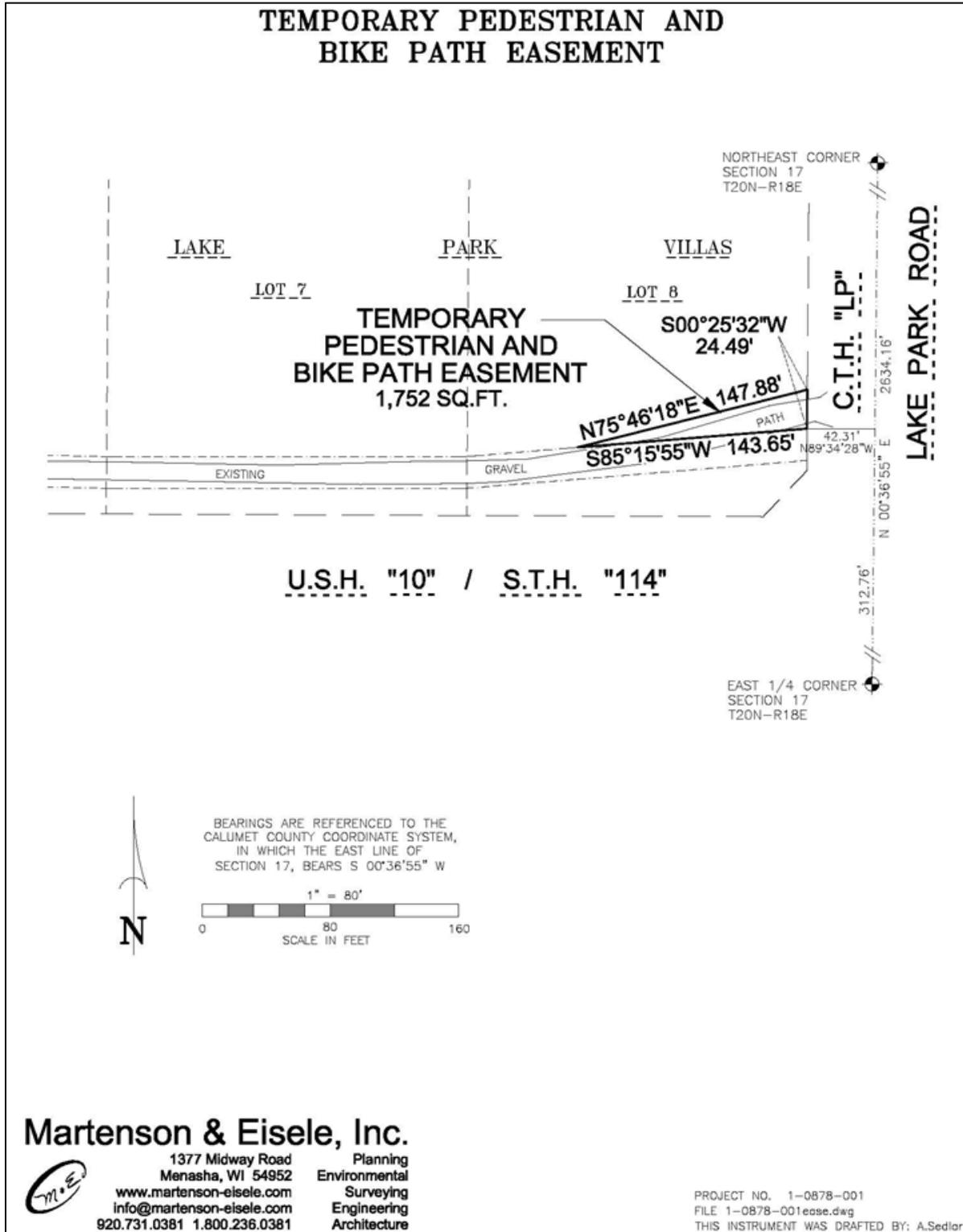
**Easement Property Legal Description**

PART OF LOT 8, LAKE PARK VILLAS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 312.76 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST, 42.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 15 MINUTES 55 SECONDS WEST, 143.65 FEET; THENCE NORTH 75 DEGREES 46 MINUTES 18 SECONDS EAST, 147.88 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF LAKE PARK ROAD (C.T.H. "LP"), A DISTANCE OF 24.49 FEET TO THE POINT OF BEGINNING. CONTAINING 1,752 SQUARE FEET.

# EXHIBIT B

## Easement Property Depiction





## **EXHIBIT A**

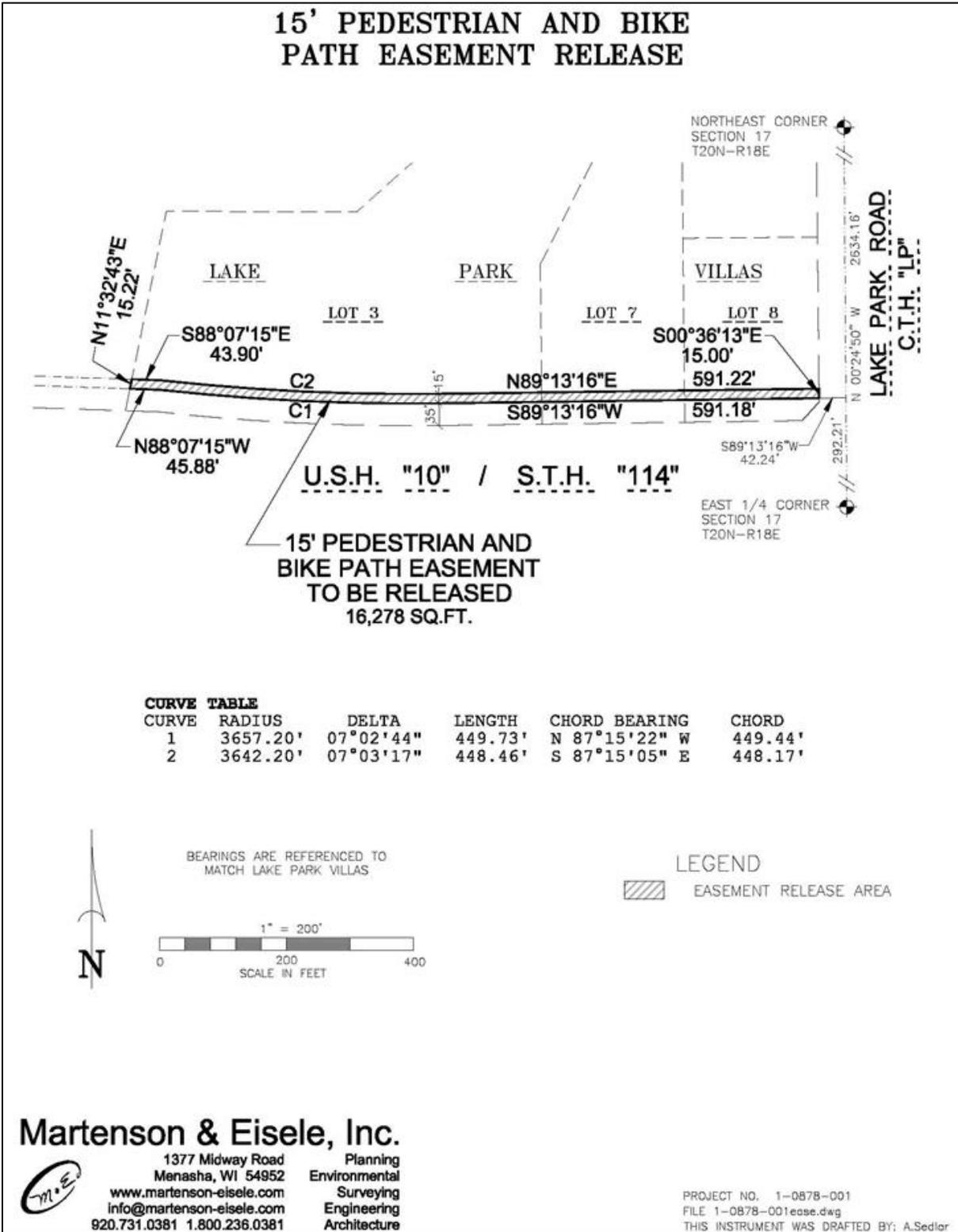
### **Release of Easement Legal Description**

PART OF LOTS 3, 7 AND 8, LAKE PARK VILLAS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN; EASEMENT AS SHOWN ON LAKE PARK VILLAS IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 00 DEGREES 24 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE 292.21 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 16 SECONDS WEST, 42.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 13 MINUTES 16 SECONDS WEST, 591.18 FEET; THENCE 449.73 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3657.20 FEET AND A CHORD THAT BEARS NORTH 87 DEGREES 15 MINUTES 22 SECONDS WEST, 449.44 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 15 SECONDS WEST, 45.88 FEET; THENCE NORTH 11 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 15.22 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 15 SECONDS EAST, 43.90 FEET; THENCE 448.46 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3642.20 FEET AND A CHORD THAT BEARS SOUTH 87 DEGREES 15 MINUTES 05 SECONDS EAST, 448.17 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 16 SECONDS EAST, 591.22 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 13 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF LAKE PARK ROAD (C.T.H. "LP"), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 16,278 SQUARE FEET.

## EXHIBIT B

### Easement Property Depiction





## MEMORANDUM

Date: February 14, 2017  
To: Common Council  
From: David Buck, CDD  
RE: Approval to Exercise Action on a 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. 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. Staff has had multiple conversations with the property owner about expanding the easement area in exchange for monetary compensation, delayed installation and inclusion of the aforementioned amenities. Unfortunately, the property owner has determined that they are not interested in providing a greater easement area.

At this time, staff is requesting approval to begin engineering and construction of the walkway 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.

**RECOMMENDED MOTION:** To exercise action on trail easement at 95 Broad St.



15 foot wide easement area for trail/walk purposes

**95 Broad Street  
Trail/Walk Easement**



The City of Menasha creates and provides maps for INFORMATIONAL PURPOSES ONLY. The City makes no claims to accuracy or completeness, provides no warranties of any kind, and assumes no liability for their use.



Document Number

# QUIT CLAIM DEED

Register's Office  
Winnebago County, Wis.  
Received for record  
this 28<sup>th</sup> Day of

May  
A.D. 19 97 at  
8:00 o'clock A.M.  
*Jane Whittell*  
REGISTER OF DEEDS

570572

*pd  
20<sup>th</sup>*

Neenah and Menasha Water Power Company, a corporation  
duly organized and existing under the laws of the  
State of Wisconsin,  
quit-claims to Keith and Melissa Ellenbecker, as joint  
survivorship marital property,

the following described real estate in Winnebago County,  
State of Wisconsin:

Recording Area  
Name and Return Address  
Keith & Melissa Ellenbecker  
95 Broad St.  
Menasha, WI 54952

Part of Vacated Water Street and part of Government  
Lot 4 all in Section 15, Town 20 North, Range 17 East,  
City of Menasha, Winnebago County, Wisconsin  
described as follows:

(Parcel Identification Number)

Beginning at the Northwest corner of Block 51, ADDITION TO THE VILLAGE OF MENASHA;  
thence along the Southwesterly line of said Block 51, South 51° 58 minutes 06 seconds  
East, 126.04 feet; thence along the extension of the Northwestly line of Barlow  
Street; South 37° 27 minutes 40 seconds West, 89.88 feet to a meander corner being  
North 37° 27 minutes 40 seconds East, 13 feet more or less from the waters edge of  
a canal; thence along a meander line, North 32° 15 minutes 43 seconds West, 177.26  
feet to a meander corner being South 88° 58 minutes 24 seconds East, 28 feet more  
or less from the waters edge of a canal; thence along the South line of Broad Street,  
South 88° 58 minutes 24 seconds East, 50.02 feet to the point of beginning, containing  
11,816 square feet more or less, including lands lying between said meander line and  
the waters edge. Subject to all easements and restrictions of record.

This homestead property. Dated this 21<sup>st</sup> day of April, 19 97.

(It) or (is not)

Neenah & Menasha Water Power Company

**FEE**

By: *Fred W. Shaffer*

ENERGY  
CASE

• Fred Shaffer

#3  
**EXEMPT**

#3

## AUTHENTICATION

## ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

STATE OF ~~WISCONSIN~~  
Washington, D.C. County. Personally came

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

before me this 21<sup>st</sup> day of April, 19 97 the above named

signature \_\_\_\_\_

*Fred Shaffer*

type or print name \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by SS 706.06, Wis. Statutes)

to me known to be the person \_\_\_\_\_ who executed the foregoing  
Instrument and acknowledge the same.

*Sharon L. Zeigler*  
Signature

type or print name Sharon L. Zeigler

Notary Public Washington, D.C. County, Wis.

My Commission is permanent. (If not, state expiration  
My Commission Expires April 30, 2000  
date: \_\_\_\_\_, 19 \_\_\_\_\_)

\* Names of persons signing in any capacity should be typed  
or printed below their signatures.

Attorney Robert E. Bellin  
This instrument was drafted by (type or print name)

KEITH & MELISSA ELLENBECKER,

Plaintiffs,

vs.

**SETTLEMENT  
AGREEMENT**

Case No.: 95 CV 269

CITY OF MENASHA,  
NEENAH-MENASHA SEWAGE COMMISSION,  
and NEENAH & MENASHA WATER POWER CO.

Defendants.

---

This Settlement Agreement (Agreement) is hereby entered into by and between Keith and Melissa Ellenbecker (Ellenbeckers), the City of Menasha (Menasha) and the Neenah-Menasha Water Power Company, its related corporations, affiliated entities, and their respective owners, agents, officers, directors, shareholders, attorneys and employees (all referred to herein as Power Co.), for purposes of settling this matter on the terms and conditions set forth below.

RECITALS

1. On or about April 5, 1995, Ellenbeckers filed a Complaint in the Circuit Court of Winnebago County, Case No. 95 CV 269, alleging that Ellenbeckers are the owners of and entitled to possession of, a certain Parcel of property in Block 51 in the Plat of the Town of Menasha, in the Second Ward, City of Menasha, Winnebago County, Wisconsin, per assessors map 1924.
  2. On or about May 21, 1996, Ellenbeckers filed an amended Complaint including Neenah & Menasha Water Power Co. as an additional Defendant.
  3. Ellenbeckers, Menasha, and Power Co. desire to settle and compromise any and all claims or disputes, known or unknown, which exist between and among them, including, but limited to, any claims or disputes which were alleged in this litigation or relate to or arise out of or are in any way connected with the facts giving rise to the filing of this litigation.
  4. All parties to this agreement acknowledge, represent and agree that they are receiving adequate and sufficient consideration for the promises contained in this agreement.
-

## PROVISIONS

In consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. The property at issue having been surveyed by Michael J. Kaczmarzyk, Wisconsin Registered Land Surveyor, S-2256 and drawing number 264-215, shall hereinafter be referred to as Parcel "A", (attached hereto as Exhibit "A"), and has the following legal description:

Part of Vacated Water Street and part of Government Lot 4 all in Section 15, Town 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin described as follows:

Beginning at the Northwest corner of Block 51, ADDITION TO THE VILLAGE OF MENASHA; thence along the Southwesterly line of said Block 51; South 51 degrees 58 minutes 06 seconds East, 126.04 feet; thence along the extension of the Northwesterly line of Barlow Street; South 37 degrees 27 minutes 40 seconds West, 89.88 feet to a meander corner being North 37 degrees 27 minutes 40 seconds East, 13 feet more or less from the waters edge of a canal; thence along a meander line, North 32 degrees 15 minutes 43 seconds West, 177.26 Feet to a meander corner being South 88 degrees 58 minutes 24 seconds East, 28 feet more or less from the waters edge of a canal; thence along the South line of Broad Street, South 88 degrees 58 minutes 24 seconds East, 50.02 feet to the point of beginning, containing 11,816 square feet more or less, including lands lying between said meander line and the waters edge. Subject to all easements and restrictions of record.

2. Power Co. shall convey their interest in the property at issue by Quit Claim Deed to the Ellenbeckers.

3. Menasha hereby stipulates that it has no interest in the property at issue other than the rights and interests granted to Menasha herein. Menasha further stipulates that Ellenbeckers are the true and correct owners of such portion of the property at issue that extends from the center of vacated Water Street and bounded to the North by Broad Street and Block 51.

4. Menasha hereby stipulates that any and all taxes, assessments, penalties and fines which may have attached to the property at issue on or before the date of this agreement, or which may result from any acts of ownership or otherwise which occurred before the date of this agreement but may attach to the property after the

date of this agreement, shall be waived by Menasha and the Ellenbeckers shall have no responsibility for the same. Likewise, Power Company shall have no responsibility for the same.

5. Ellenbeckers agree to convey an Easement to Menasha with such restrictions and provisions as noted below.

6. Concurrent with the execution of this agreement, the parties shall execute the Stipulation to Dismiss which is attached hereto as Exhibit "B" and made part of this agreement. All parties agree to take any other steps that are reasonable necessary to cause the dismissal of Case No. 95 CV 269 with prejudice and without the award of costs or attorneys fees to any party.

7. The parties acknowledge that this agreement is a joint product and shall not be construed against either party on grounds of sole authorship. No provision of this agreement may be modified, waived or discharged unless such a waiver, modification or discharge is agreed upon in writing and signed by Ellenbeckers, Menasha, and Power Co. or such representatives as may be specifically designated by the same. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

8. This agreement shall be binding upon and inure to be benefit of the parties hereto and their respective representatives, heirs, predecessors, successors, and assigns. In connection herewith, the parties represent that any agent signing this agreement on behalf of a party has been and is legally authorized to enter into this agreement.

9. All of the parties hereto represent and acknowledge that they and/or their duly authorized representatives have read the foregoing agreement and understand all of its terms and conditions in all respects. The parties further represent that they have had full opportunity to consult with legal counsel and any other representatives for advice, that they are fully advised as to the consequences of signing this agreement, and that they are signing it voluntarily and knowingly.

10. This agreement, including exhibits constitutes the entire agreement of the parties, and no understandings, agreements, or representations, oral or otherwise, exist or have been made by or among the parties.

#### EASEMENT

1. Menasha and Ellenbeckers hereby desire to create an easement along the waters edge of Parcel "A" described above. Menasha intends to construct a walkway along the canal at some point in the future. Ellenbeckers intend to grant this easement to Menasha for that purpose alone.

2. The parties agree that an easement for a City walkway and/or shorewall is created over the strip of land 15 feet in width along the Southwestern boundary line of Parcel "A", and along the canal. The width of such easement shall extend 15 feet into Parcel "A" from the ordinary high water mark of the canal along the Southwestern boundary line of Parcel "A". Thus, the parties understand that the actual placement of such easement may change from time to time depending upon the canals ordinary high water mark.

3. Ellenbeckers grant this easement to Menasha for a period of 20 years. Should Menasha with the intention of creating a complete walkway or shorewall along the canal boundary of Parcel "A", begin development of a walkway, begin improvements to the shoreline or some other portion of the easement within such 20 year period, this easement shall continue indefinitely, or until terminated by agreement of the parties in interest. Should Menasha fail to begin such development or improvement within such 20 year period, this easement shall terminate without any further action by any party in interest. Such 20 year period shall begin on the date of execution of this agreement.

4. Menasha agrees to restrict public use of such easement until Menasha exercises its option to construct a walkway.

5. Menasha agrees that the easement shall only be used to construct a walkway or shorewall for public use and aesthetic purposes.

6. Should such walkway or shorewall be constructed by Menasha, Menasha agrees that no permanent fixtures intended to induce people to stop including but not limited to benches or garbage cans, shall be constructed or placed on the walkway or shorewall.

7. Menasha agrees to post proper signs at either end of the walkway or shorewall informing the public that the walkway cannot be used for fishing, stopping, standing or other such activities.

8. Should Menasha construct such walkway or shorewall, Menasha agrees to maintain the same and be responsible for all such costs of maintenance and construction. Ellenbeckers agree that Menasha may use those portions of Parcel "A" necessary to place or operate equipment required to construct such walkway or shorewall. Menasha agrees to repair any damage caused by such use in a prompt workman like manner at Menasha's sole expense.

9. Menasha agrees that Ellenbeckers, or their successors, shall have the sole use of property included within this easement until such time as Menasha begins development of the walkway or shorewall.

10. Ellenbeckers, or their successors, may make repairs and construct fixtures to the shorewall and strip of land included within this easement, as long as such repairs and construction meet the requirements of all legal authorities and the Menasha director of Community Development consents to the same. Menasha agrees that such consent shall not be improperly or unreasonable withheld.

11. Any and all maintenance, construction, repairs, or any other work performed on the shorewall and/or land included within this easement by either party shall be done in a workman like manner.

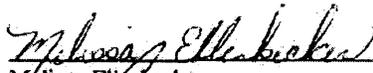
12. Should any construction undertaken by Menasha cause damage to property of Ellenbeckers, or their successors, Menasha shall repair or replace such damage at its expense.

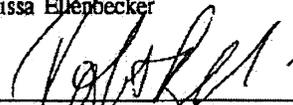
13. The parties agree that this easement is a covenant that shall run with the land.

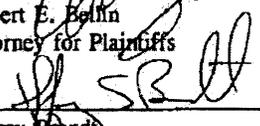
14. The parties shall also use the rights granted herein with due regard to the rights of the other party or such parties' successors, and shall not use the easement in any way that will impair the rights of the other party, or its successors.

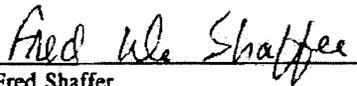
IN WITNESS WHEREOF, the parties hereto have executed this agreement at \_\_\_\_\_, Wisconsin, this 23 day of April, 1997.

  
\_\_\_\_\_  
Keith Ellenbecker

  
\_\_\_\_\_  
Melissa Ellenbecker

  
\_\_\_\_\_  
Robert E. Bellin  
Attorney for Plaintiffs

  
\_\_\_\_\_  
Jeffrey Brandt  
City of Menasha Attorney

  
\_\_\_\_\_  
Fred Shaffer



ORDINANCE O-01-17

AN ORDINANCE AMENDING TITLE 2, CHAPTER 3 OF THE CODE OF ORDINANCES  
(Municipal Officers and Employees)

INTRODUCED BY ALDERMAN NICHOLS.

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

SECTION 1: Repeal Title 2, Chapter 3, SEC 2-3-1 to SEC 2-3-28 and Recreate SEC 2-3-1 to SEC 2-3-13 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

...  
**CHAPTER 3**

Municipal Officers and Employees

**SEC. 2-3-1 CITY DEPARTMENT HEADS.**

- (a) **DEPARTMENT HEADS.** There shall be ten (10) department heads in the City of Menasha, to wit:
- (1) Director of Public Works.
  - (2) Administrative Services Director.
  - (3) Chief of Police.
  - (4) Fire Chief.
  - (5) Director of Parks, Recreation, Forestry, and Cemeteries.
  - (6) Public Health Director.
  - (7) Community Development Director.
  - (8) City Attorney.
  - (9) Library Director.
  - (10) General Manager of Menasha Utilities.
- (b) **MAYOR AS CHIEF EXECUTIVE.** The Department Heads shall be responsible to the Mayor as Chief Executive Officer of the City except where State Statutes provide otherwise.

**SEC. 2-3-2 APPOINTMENT OF CITY OFFICERS AND DEPARTMENT HEADS.**

- (a) **APPOINTMENT OF CITY OFFICERS.** Pursuant to Section 66.0101 and Section 62.09(3)(b)(3), Wis. Stats., the City of Menasha elects that the method of choosing the following City officers shall be by appointment of the Common Council:
- (1) Administrative Services Director.
  - (2) City Attorney.

- (3) City Clerk.
- (4) Director of Public Works.
- (5) City Assessor.
- (b) **APPOINTMENT OF DEPARTMENT HEADS.** Should a vacancy occur in any of the following Department Head positions; Director of Parks, Recreation, Forestry, and Cemeteries, Public Health Director, and the Community Development Director; the Personnel Committee will establish the procedures to be utilized in the selection for the position, including the composition of any selection committee to be used, as well as all qualifications for the position. The Mayor shall make the appointment subject to confirmation by the Common Council.
- (c) **SELECTION OF CITY ASSESSOR.** The Common Council shall appoint upon such terms and conditions as it deems advisable and favorable to the city a corporation or an independent contractor to the office of city assessor. NOTE: Charter Ordinance.
- (d) **CUSTODY OF OFFICIAL PROPERTY.** City officers and employees must observe the standards of care imposed by Section 19.21, Wis. Stats., with respect to the care and custody of official property.
- (e) **OATH OF OFFICE; BONDS OF OFFICERS.**
  - (1) Oath. Every person appointed to any statutory office shall take and file an official oath within ten (10) days after the notice of his or her appointment.
  - (2) Bonds. The City Clerk, and such other statutory officers as the laws of Wisconsin or the Common Council may direct, shall execute and file an official bond in such form as the Council may determine. The Council may at any time require new or additional bonds of any officer. All official bonds must be approved by the Mayor and, when so approved, shall be filed within ten (10) days after the officer executing the same has been notified of this appointment. Official bonds shall be filed with the City Clerk and shall be recorded in a book kept by the clerk for that purpose.

### **SEC. 2-3-3 CITY CLERK.**

- (a) **PRIMARY FUNCTION.** The City Clerk shall perform all duties prescribed by Section 62.09(11), Wis. Stats., or as the Council directs. The City Clerk shall report to the City Attorney.
- (b) The appointment of the City Clerk shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

State Law Reference: Section 62.09(11), Wis. Stats.

NOTE: Charter Ordinance.

### **SEC. 2-3-4 CITY ATTORNEY.**

- (a) **PRIMARY FUNCTION.** The City Attorney shall be responsible for conducting all the law business of the City except as otherwise provided. He or she shall represent the Electric and Water Utilities Commission. In the event of his or her illness, vacation, or inability to attend to official matters, the Attorney may appoint an acting City Attorney without

compensation unless otherwise provided by the Common Council. He or she shall examine the tax assessment rolls and other tax proceedings pursuant to law and advise the Assessor. The City Attorney shall perform all of the duties pursuant to State Statute and particularly Chapter 62.09(12). Adopting Section 62.115, Wis. Stats., the City Attorney is authorized to defend actions brought against any officer or employee of the City of Menasha, or of any City board or commission, growing out of any acts done in the course of employment, or out of any alleged breach of duty as such officer or employee, excepting actions brought to determine the right of such officer or employee to hold or retain his or her office or position, and except actions brought by the City of Menasha against any officer or employee thereof. Nothing in this Section shall prevent the City Attorney from representing clients so long as it does not interfere with his private duties or is in conflict with the Canons of Ethics of the American Bar Association and the Rules of the Supreme Court of the State of Wisconsin.

- (b) The appointment of the City Attorney shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

State Law Reference: Sections 62.09(12), 62.115, Wis. Stats.

NOTE: Charter Ordinance.

#### **SEC. 2-3-5 ADMINISTRATIVE SERVICES DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Administrative Services Director shall perform all of the duties set forth in Sections 62.09 (9) and (10), Wis. Stats., for comptroller and treasurer; all duties involving financial matters as set forth in the ordinances of the city; act as director for human resources and information and technology services; and act as contract administrator for assessment services.
- (b) The appointment of the Administrative Services Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

State Law Reference: Section 62.09(10), Wis Stats.

#### **SEC. 2-3-6 CHIEF OF POLICE**

**PRIMARY FUNCTION.** The Chief of Police shall be appointed by the Police Commission and shall hold office during good behavior, subject to suspension or removal by such Commission. The Chief of Police generally shall perform, under the direction of the Mayor or other presiding officer of the Council and the Police Commission, all duties pertaining to the office as Chief of Police as prescribed by the Wisconsin Statutes and federal laws.

State Law Reference: Section 62.13, Wis Stats.

### **SEC. 2-3-7 FIRE CHIEF.**

**PRIMARY FUNCTION.** The Fire Chief shall be appointed by the Joint Fire Commission and shall hold office during good behavior, subject to suspension or removal by such Commission. The Fire Chief shall perform such duties as are prescribed by this Code, by State Statutes and Federal laws. The Fire Chief generally shall report to the Mayors of Neenah and Menasha and to the Joint Fire Commission.

State Law Reference: Section 62.13, Wis. Stats.

### **SEC. 2-3-8 DIRECTOR OF PUBLIC WORKS.**

- (a) **PRIMARY FUNCTION.** The Director of Public Works shall be responsible for managing and directing the Public Works Department, including responsibility for storm water, streets and sanitation and engineering and building maintenance services.
- (b) The appointment of the Director of Public Works shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

### **SEC. 2-3-9 DIRECTOR OF PARKS, RECREATION, FORESTRY AND CEMETERIES.**

- (a) **PRIMARY FUNCTION.** The Director of Parks, Recreation, Forestry, and Cemeteries shall be responsible for planning, organizing, supervising, and controlling all Municipal Park, Recreation, Forestry, and Cemetery programs and operations.
- (b) The appointment of the Director of Parks, Recreation, Forestry, and Cemeteries shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

### **SEC. 2-3-10 PUBLIC HEALTH DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Public Health Director shall be responsible for planning, implementing, and administering the City's public nursing programs and the staff of the Health Department. This includes responsibility for ensuring that the City provides full range public health programs designed to meet the needs of both the public and private primary and secondary schools in the City as well as to offer a generalized program oriented to the complete family. The Public Health Director shall also perform all duties prescribed by Chapter 251, Wis. Stats.
- (b) The appointment of the Public Health Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

### **SEC. 2-3-11 COMMUNITY DEVELOPMENT DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Community Development Director shall be responsible for managing and carrying out the activities of the Community Development Department,

including responsibility for City planning, zoning, building inspections, code enforcement, and economic development.

- (b) The appointment of the Community Development Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

#### **SEC. 2-3-12 LIBRARY DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Library Director is responsible for coordinating the library functions and requirements of the Library Board, the community, the staff, and local government. The Director shall be the executive officer of the board and directly responsible to it. Qualifications for the Directorship of the library will be a master's degree in library science from a library school accredited by the American Library Association and all other pertinent qualifications enumerated in Sec. PL 6.03, Wis. Adm. Code.
- (b) The appointment of the Library Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

#### **SEC. 2-3-13 EMERGENCY GOVERNMENT DIRECTOR.**

- (a) **OFFICE CREATED.** There is hereby created the office of Emergency Management of the City which shall consist of the following:
  - (1) Mayor.
  - (2) Emergency Government Director, who shall be the Deputy Fire Chief.
  - (3) All Department Heads.
- (b) **POWERS AND DUTIES.** The powers and duties of the Mayor shall include the following:
  - (1) Authority to declare a local state of emergency. The declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of the Common Council.
  - (2) Issuance of necessary proclamations, regulations, or directives which are necessary for carrying out the purposes of this ordinance, shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the emergency prevent or impede, promptly filed with the City Clerk.
  - (3) Maintenance of liaison with other municipal and county Emergency Management organizations. This duty may be delegated to the Emergency Government Director.
  - (4) During a declared emergency, the Mayor may expend or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property; said funds are not to exceed \$100,000.00.
  - (5) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
  - (6) Survey actual or potential hazards which threaten life and property within the City and identify and implement measures to prevent the occurrence or reduce the impact of such hazards if an emergency did occur.
  - (7) Supervision of the development and approval of an emergency management plan for

the City and recommend for adoption by the Common Council all mutual aid arrangements deemed necessary for the implementation of such plan.

- (8) Direction and control of the operations of an Emergency Management organization as well as the training of Emergency Management personnel.
  - (9) Marshalling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the Emergency Management Plan.
  - (10) Supervision of the drafting and execution of mutual aid agreements in cooperation with the representatives of other local political bodies as authorized by the Common Council.
  - (11) Supervision of and final authorization for the procurement of all necessary supplies and equipment, not to exceed the limit in paragraph (4) above, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the City.
  - (12) Delegation of such enumerated powers to the Emergency Government Director as deemed proper.
- (c) **EMERGENCY MANAGEMENT PLAN.** A comprehensive Emergency Management Plan shall be developed and maintained. The Plan shall set forth the form of the organization, establish assigned responsibilities, tasks, duties, and powers, and designate staff and employees to carry out the provisions of this Section. As provided by City Ordinance, the Plan shall follow the standards and criteria established by the State Division of Emergency Government of the State of Wisconsin. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness. The Emergency Management Plan shall be considered supplementary to this Section.
- (d) **DECLARATION OF A STATE OF EMERGENCY.**
- (1) An emergency exists whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the City.
  - (2) The Emergency Government Director will have the authority to request the declaration of the existence of an emergency by the Common Council during the time of an emergency as defined above. In the event it is deemed necessary to declare the existence of an emergency without delay, the Mayor may, if the Common Council is not in session, do so. Such action shall be subject to ratification by the Common Council at its next meeting. In no event will such a declaration by the Mayor continue or be renewed for a period in excess of seven (7) days except by or with the consent of the Common Council.
  - (3) The Emergency Government Director will, after the declaration of the existence of an emergency, issue all necessary directives for the operational effectiveness of the Emergency Management Operations Plan and have prepared for immediate submission to the Common Council an ordinance invoking and applying all the powers reasonably necessary to protect the health, security, peace, life, and property of the City and its inhabitants during the period of such civil emergency.

(e) **UNLAWFUL ACTS.**

- (1) No person shall have the right to expend any public funds of the City in carrying out any emergency management activity authorized by this division without prior approval by the Mayor, nor shall any person have the right to bind the City by contract, agreement, or otherwise without prior and specific approval of the Mayor or Common Council.
- (2) Any persons who shall willfully obstruct, hinder, or delay any member of the Emergency Government organization in the enforcement of any rules or regulation issued pursuant to this division or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this ordinance, commits an offense and shall be subject to the penalty as provided herein.
- (3) Any person who shall wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Government organization of the City, without authority, commits an offense and shall be subject to the penalty as provided herein.
- (4) Any authorized person who shall operate a siren or other device so as to simulate a warning signal or the termination of a warning commits an offense and shall be subject to the penalty as provided herein.
- (5) Any person who bypasses a barricade erected by the Emergency Government Director without having the permission of the Emergency Government Director to so bypass commits an offense and shall be subject to the penalty as provided herein.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

Recommended by: _____
Motion/Second: _____
Vote: _____
Pass/Fail: _____
Requires:       Majority Vote

\_\_\_\_\_  
Donald Merkes, Mayor  
ATTEST:

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

## CHAPTER 3

### Municipal Officers and Employees

#### SEC. 2-3-1 CITY DEPARTMENT HEADS.

(a) **DEPARTMENT HEADS.** There shall be ~~nine (9)~~ ten (10) department heads in the City of Menasha, to wit:

- ~~\_\_\_\_\_~~ (1) ~~\_\_\_~~ Director of Public Works.
- (2) \_\_\_ ~~Comptroller~~ Administrative Services Director.
- (3) \_\_\_ Chief of Police.
- (4) \_\_\_ Fire Chief.
- ~~\_\_\_\_\_~~ (5) ~~Personnel Director.~~
- (6) \_\_\_ Director of Parks, Recreation, Forestry, and Cemeteries.
- (7) \_\_\_ Public Health Director.
- (8) \_\_\_ Community Development Director.
- (9) \_\_\_ City Attorney.
- ~~\_\_\_\_\_~~ (9) Library Director.
- ~~\_\_\_\_\_~~ (10) General Manager of Menasha Utilities.

(b) **MAYOR AS CHIEF EXECUTIVE.** The Department Heads shall be responsible to the Mayor as Chief Executive Officer of the City except where State Statutes provide otherwise.

~~(c) **POSITION NAME CHANGES.** Wherever in City Ordinances the words "Grantsman" appears, the new title shall be "City Engineer;" "Planner" shall be the "Director of Community Development;" "Garage Clerk" shall be the "Street/Sanitation Office Coordinator;" "City Nurse" shall be the "Public Health Director;" "Director;" "Director of Finance" shall be the "Comptroller;" "Building Inspector" shall be the "Supervisor of Building Inspection Services;" "Street Superintendent" shall be the "Streets and Sanitation Superintendent;" and "Assistant City Nurse" shall be the "Public Health Nurse."~~

~~(d) **CHAIN OF COMMAND.** The following City officials shall report to the following entities:~~

- ~~\_\_\_\_\_~~ (1) ~~Assessor to Comptroller.~~
- ~~\_\_\_\_\_~~ (2) ~~Assistant Streets and Sanitation Superintendent to Streets and Sanitation Superintendent.~~
- ~~\_\_\_\_\_~~ (3) ~~Supervisor of Building Inspection Services to Community Development Director.~~
- ~~\_\_\_\_\_~~ (4) ~~Building Services Superintendent to Director of Public Works.~~
- ~~\_\_\_\_\_~~ (5) ~~City Attorney to Mayor.~~
- ~~\_\_\_\_\_~~ (6) ~~City Clerk to City Attorney.~~
- ~~\_\_\_\_\_~~ (7) ~~City Engineer to Director of Public Works.~~
- ~~\_\_\_\_\_~~ (8) ~~City Treasurer to Comptroller.~~
- ~~\_\_\_\_\_~~ (9) ~~Director of Community Development to Mayor.~~
- ~~\_\_\_\_\_~~ (10) ~~Comptroller to Mayor.~~
- ~~\_\_\_\_\_~~ (11) ~~Data Processing Manager to Comptroller.~~
- ~~\_\_\_\_\_~~ (12) ~~Deputy Fire Chief to Fire Chief.~~
- ~~\_\_\_\_\_~~ (13) ~~Director of Parks, Recreation, Forestry and Cemeteries to Mayor and Parks and Recreation Board.~~
- ~~\_\_\_\_\_~~ (14) ~~Director of Public Works to Mayor.~~
- ~~\_\_\_\_\_~~ (15) ~~Fire Chief to Mayors of Neenah, Menasha and Joint Fire Commission.~~

- ~~(16) Mayor to Common council.~~
- ~~(17) Personnel Director to Mayor.~~
- ~~(18) Police Chief to Mayor and Police and Fire Commission.~~
- ~~(19) Police Captain to Police Chief.~~
- ~~(20) Public Health Director to Mayor.~~
- ~~(21) Public Health Nurse to Public Health Director.~~
- ~~(22) Streets and Sanitation Superintendent to Public Works Director.~~
- ~~(23) Streets and Sanitation Office Coordinator to Streets and Sanitation Superintendent.~~
- ~~(24) Superintendent of Parks, Forestry and Cemeteries to Director of Parks, Recreation, Forestry and Cemeteries.~~
- ~~(25) Library Director to the Library Board.~~

**SEC. 2-3-2                    APPOINTMENT OF CITY OFFICERS AND DEPARTMENT HEADS.**

- (a) **APPOINTMENT OF CITY OFFICERS.** Pursuant to Section 66.0101 and Section 62.09(3)(b)(3), Wis. Stats., the City of Menasha elects that the method of choosing the following ~~statutory~~ City officers shall be by appointment of the Common Council; pursuant to this Section and Section 62.09(3)(b)(3), Wis. Stats.
- (1) ~~City Treasurer~~Administrative Services Director.
  - (2) City Attorney.
  - (3) City Clerk.
  - (4) Director of Public Works.
  - ~~(5) City Comptroller.~~
  - ~~(6) City Assessor.~~
- (b) **APPOINTMENT PROCESS OF DEPARTMENT HEADS.** Should a vacancy occur in any of the following Department Head positions; Director of Parks, Recreation, Forestry, and Cemeteries, Public Health Director, and the Community Development Director; described in this Chapter except the positions of City Clerk, Administrative Services Director, Director of Public Works, City Attorney, Fire Chief and Chief of Police, the Personnel Committee will establish the procedures to be utilized in the selection for the position, including the composition of any selection committee to be used, as well as all qualifications for the position. interview-The Mayor shall make the appointment subject to confirmation by the Common Council. ~~applicants using the position requirements found in various personnel classification studies on file with the Personnel Director. The Committee shall then make its recommendation to the Mayor, who may or may not make the appointment. In any event, such an appointment is subject to confirmation by the Common Council.~~
- (c) **SELECTION OF CITY ASSESSOR.** ~~The City elects not to be governed by Section 70.05(1), Wis. Stats., insofar as said Section requires the election of the City Assessor. The Assessor's term of office shall be from the date of appointment until May 1, 1991. Thereafter, the term of office shall be for a period of three (3) years.~~The Common Council shall appoint upon such terms and conditions as it deems advisable and favorable to the city; a corporation or an independent contractor to the office of city assessor. NOTE: Charter Ordinance.
- (d) **CUSTODY OF OFFICIAL PROPERTY.** City officers and employees must observe the standards of care imposed by Section 19.21, Wis. Stats., with respect to the care and custody of official property.

(e) **OATH OF OFFICE; BONDS OF OFFICERS.**

- (1) Oath. Every person ~~elected or~~ appointed to any statutory office shall take and file ~~his-an~~ official oath within ten (10) days after the notice of his ~~or her~~ ~~election or~~ appointment.
- (2) Bonds. The City Clerk, and such other statutory officers as the laws of Wisconsin or the Common Council may direct, shall execute and file an official bond in such form as the Council may determine. The Council may at any time require new or additional bonds of any officer. All official bonds must be approved by the Mayor and, when so approved, shall be filed within ten (10) days after the officer executing the same has been notified of this ~~election or~~ appointment. Official bonds shall be filed with the City Clerk and shall be recorded ~~by him~~ in a book kept by ~~him~~ the clerk for that purpose.

**SEC. 2-3-3 CITY CLERK.**

- (a) **PRIMARY FUNCTION.** ~~The City Clerk shall be responsible for maintaining all official City records, contracts, agreements, ordinances, resolutions and minutes. His/her responsibilities include supervising elections and voter registration and maintaining custody of the City Seal perform all duties prescribed by Section 62.09(11), Wis. Stats., or as the Council directs.~~ The City Clerk shall report to the City Attorney.
- (b) ~~The appointment of the City Clerk shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.~~ **MAJOR DUTIES AND RESPONSIBILITIES.** ~~The City Clerk shall:~~
  - ~~(1) Maintain custody of the City Seal, attest and sign all official documents; attend Council meetings; file and index Council minutes; ordinances and resolutions in permanent volumes;~~
  - ~~(2) Supervise elections and the registration of voters; provide for the purchase and maintenance of election equipment; prepare election and registration notices, advertisements and publications;~~
  - ~~(3) Prepare or supervise the preparation and maintenance of necessary records and reports;~~
  - ~~(4) Prepare agendas and data for committee and Council meetings and provide information and material to City officials; serve as Secretary to City Committees and Boards;~~
  - ~~(5) Prepare licenses and forms;~~
  - ~~(6) Plan and oversee publication of the City Directory;~~
  - ~~(7) Assist the public, deliver mail and perform other administrative duties as necessary;~~
  - ~~(8) Publish all legal notices unless otherwise provided; file and preserve all contracts, bonds, oaths of office and other documents not required to be filed elsewhere;~~
  - ~~(9) Issue all licenses required by ordinance or statute, except as otherwise provided;~~
  - ~~(10) Prepare the tax roll and tax notices required by the State of Wisconsin;~~
  - ~~(11) Perform such other duties and responsibilities as determined by the Common Council as set forth in this Code of Ordinances not enumerated above.~~
- (c) **POSITION REQUIREMENTS.** ~~The City Clerk shall be appointed by the Common Council. He shall have a three (3) year term of office. The position of City Clerk requires a minimum of three (3) to five (5) years of public administration experience and some additional education beyond the high school level in related administrative procedures and~~

~~systems, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~

- ~~(1) Knowledge of administration and management methods and techniques;~~
- ~~(2) Knowledge of general municipal government organization, management and procedures;~~
- ~~(3) Knowledge of election rules, ordinances and procedures;~~
- ~~(4) Ability to develop, implement and maintain record systems;~~
- ~~(5) Ability to establish and maintain effective working relationships with the Council, City officials and public;~~
- ~~(6) Ability to communicate, orally and in writing.~~

State Law Reference: Section 62.09(911), Wis. Stats.

NOTE: Charter Ordinance.

- (a) **PRIMARY FUNCTION.** The City Attorney shall be responsible for conducting all the law business of the City except as otherwise provided. He or she shall represent the Electric and Water Utilities Commission. In the event of his or her illness, vacation, or inability to attend to official matters, ~~he~~the Attorney may appoint an acting City Attorney without compensation unless otherwise provided by the Common Council. He or she shall examine the tax assessment rolls and other tax proceedings pursuant to law and advise the Assessor. ~~He~~The City Attorney shall perform all of the duties pursuant to State Statute and particularly Chapter 62.09(12). Adopting Section 62.115, Wis. Stats., the City Attorney is authorized to defend actions brought against any officer or employee of the City of Menasha, or of any City board or commission, growing out of any acts done in the course of employment, or out of any alleged breach of duty as such officer or employee, excepting actions brought to determine the right of such officer or employee to hold or retain his or her office or position, and except actions brought by the City of Menasha against any officer or employee thereof. ~~Nothing~~ in this Section shall prevent the City Attorney from representing clients so long as it does not interfere with his private duties or is in conflict with the Canons of Ethics of the American Bar Association and the Rules of the Supreme Court of the State of Wisconsin.
- (b) The appointment of the City Attorney shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation. **MAJOR DUTIES AND RESPONSIBILITIES.** ~~The City Attorney shall:~~
- ~~(1) Draft ordinances and resolutions and review contracts, bond issues and all legal documents in which the City has an interest; he may include on such documents explanatory notes that explain or clarify legislative intent or legal issues;~~
  - ~~(2) Prepare for court trials and attend jury trials;~~
  - ~~(3) Be responsible for bringing traffic offenses under the State and City Traffic Code for enforcement;~~
  - ~~(4) Advise the Mayor, Council and department heads on legal matters;~~
  - ~~(5) Attend Council meetings and other meetings as needed;~~
  - ~~(6) Issue legal opinions in writing when requested and file the same with the City Clerk pursuant to state Law;~~
  - ~~(7) Examine the tax assessment rolls and other tax proceedings and advise the proper City officers thereof;~~
  - ~~(8) Represent all Boards and all Commissions of the City; attend Board of Review and Board of Appeals hearings;~~
  - ~~(9) Be on call at all times for the Chief of Police, the Captains of Menasha Police Department and the command officer of the Police department in the evening; conduct training sessions at the request of the Menasha Police Department or on his own in dealing with new areas of police activity;~~
  - ~~(10) Represent the City before the Circuit Courts of Winnebago County on writs of certiorari;~~
  - ~~(11) Act as both prosecutor for the City in violation of its ordinances, rules and regulations and as a defender of the City when legal actions are brought against it;~~
  - ~~(12) Be the magistrate pursuant to law when motor vehicles are impounded and such hearing shall be held at the Menasha Police Station or the City Hall, at his discretion, within seventy two (72) hours of said impoundment;~~
  - ~~(13) Be considered a department head;~~

- ~~(14) Perform such duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(15) Supervisor the City Clerk and part-time support staff.~~
- (e) **POSITION REQUIREMENTS.** ~~The City Attorney shall be appointed by the Common Council. He shall have a three (3) year term of office. The position of City Attorney requires five (5) to eight (8) years of experience in municipal law work and trial work and a J.D. degree in law, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
  - ~~(1) Knowledge of municipal law;~~
  - ~~(2) Ability to establish and maintain working relationships with other City employees, officials and the public;~~
  - ~~(3) Ability and skill in research, preparation and trial presentation;~~
  - ~~(4) Ability to organize efficient responses to various department demands;~~
  - ~~(5) Knowledge of pertinent forms and procedures;~~
  - ~~(6) Must be licensed to practice law in the State of Wisconsin.~~

State Law Reference: Sections 62.09(12), 62.115, Wis. Stats.

NOTE: Charter Ordinance.

**SEC. 2-3-5                      ~~CITY~~ COMPTROLLER ADMINISTRATIVE SERVICES  
DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Administrative Services Director shall perform all of the duties set forth in Sections 62.09 (9) and (10), Wis. Stats., for comptroller and treasurer; all duties involving financial matters as set forth in the ordinances of the city; act as director for human resources and information and technology services; and act as contract administrator for assessment services. The City Comptroller shall be responsible for the financial operation of the City which includes accounting, cash collection and disbursement, assessing, payroll, purchasing and data processing. The City Comptroller shall report to the Mayor.
- (b) The appointment of the Administrative Services Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation. ~~**MAJOR DUTIES AND RESPONSIBILITIES.** The City Comptroller shall:~~
  - ~~(1) Plan, organize and conduct central accounting and fiscal control functions;~~
  - ~~(2) Supervise the Data Processing Manager, Assessor, Treasurer and support the staff;~~
  - ~~(3) Assemble the annual municipal budget request; assure the proper execution of the budget through accounting and fiscal control records; prepare revenue estimates;~~
  - ~~(4) Maintain subsidiary and general ledgers; balance accounts; recommend and, upon approval, implement improvements to the accounting system;~~
  - ~~(5) Approve requisition and purchase orders; pre-audit claims before authorizing payment; supervise the preparation of payrolls; purchase office and related supplies;~~
  - ~~(6) Prepare and present various financial statements and reports;~~
  - ~~(7) Serve as Deputy Treasurer;~~

- ~~(8) Assist in the selection of all new employees within their jurisdiction;~~
- ~~(9) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(c) **POSITION REQUIREMENTS.** The position of City Comptroller requires graduation from a four (4) year college or university with major course work in accounting, a minimum of five (5) to eight (8) years of experience in accounting and fiscal operations and a bachelor's degree in accounting or a related field, or any equivalent combination of education and experience providing the following knowledge, abilities and skills:
  - ~~(1) Knowledge of professional accounting principles, procedures and processes;~~
  - ~~(2) Knowledge of data processing and of modern office practices, procedures and equipment and standard clerical techniques as applied to the maintenance of accounting systems;~~
  - ~~(3) Knowledge of the principles and practices of public finance administration and of applicable data functions as described in the statutes;~~
  - ~~(4) Ability to plan, organize and conduct a central accounting system function;~~
  - ~~(5) Ability to analyze and solve a wide variety of accounting and fiscal problems;~~
  - ~~(6) Ability to plan, organize and supervise a subordinate staff;~~
  - ~~(7) Ability to establish and maintain working relationships with City employees, officials and the public;~~
  - ~~(8) Ability to communicate effectively, orally and in writing.~~~~

State Law Reference: Section 62.09(10), Wis Stats.

## ~~SEC. 2-3-6 CITY TREASURER.~~

- ~~(a) **PRIMARY FUNCTION.** The City Treasurer shall be responsible for planning, organizing and directing the programs and activities of the Treasurer's office. Work includes directing the receiving, receipting, recording, disbursements of tax moneys and other municipal funds and maintenance of Central Municipal Accounting records. The City Treasurer shall act as Comptroller in the absence of the Comptroller. The City Treasurer shall report to the Comptroller.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The City Treasurer shall:
  - ~~(1) Plan, organize and direct the programs and activities of the Treasurer's office;~~
  - ~~(2) Conduct central accounting and fiscal control functions;~~
  - ~~(3) Plan investment strategies and monitor cash flow;~~
  - ~~(4) Sign checks for disbursement of municipal funds; record and cancel bonds and coupons; collect fees for licenses issued by the City;~~
  - ~~(5) Supervise the preparation and maintenance of necessary records and reports;~~
  - ~~(6) Direct the receiving, receipting, recording and disbursement of tax and utilities moneys and other municipal funds, disburse tax funds, as appropriate to the County Treasurer, Board of Education, Sewerage Commission, Town of Menasha and Vocational District Number 12;~~
  - ~~(7) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~~~
- ~~(c) **POSITION REQUIREMENTS.** The position of City Treasurer requires a minimum of three (3) to twelve (12) months of experience in revenue administration or related work and two (2) years of college in public or business administration, accounting or a related field; or an equivalent combination of education and experience providing the following~~

knowledge, abilities, and skills:

- ~~(1) Knowledge of modern revenue collection and disbursement policies, practices, and procedures;~~
- ~~(2) Knowledge of applicable City and state laws, policies, and regulations pertaining to revenue collection and disbursement;~~
- ~~(3) Ability to administer the programs and activities of a municipal Treasurer's Office;~~
- ~~(4) Ability to plan, assign, and supervise the work of subordinates engaged in revenue collection, fiscal record maintenance, and related activities;~~
- ~~(5) Ability to establish and maintain effective working relationships with City officials, representatives of other governmental agencies, and the public;~~
- ~~(6) Ability to communicate effectively, orally and in writing.~~

~~State Law Reference: Section 62.09(9), Wis. Stats.~~

### ~~SEC. 2-3-7 PERSONNEL DIRECTOR.~~

- ~~(a) **PRIMARY FUNCTION.** The Personnel Director shall be responsible for directing, coordinating and carrying out the human resources functions for the City including the areas of labor relations, employment, safety, compensation, benefits and government compliance. The Personnel Director shall report to the Mayor.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Personnel Director shall:
  - ~~(1) Conduct labor negotiations and administer all union contracts, including the handling of grievances and binding arbitration cases;~~
  - ~~(2) Advise the Mayor and department heads regarding labor contract administration and employee relations matters;~~
  - ~~(3) Maintain the wage and salary program;~~
  - ~~(4) Serve as Affirmative Action Officer for the City;~~
  - ~~(5) Maintain records and complete required reports for benefits programs, including Wisconsin Retirement Fund, Social Security and employee insurance plans; he shall be the insurance manager handling liability claims against the City;~~
  - ~~(6) Carry out the employee safety program including safety meetings, accident investigation and maintenance of related records;~~
  - ~~(7) Recruit, screen and assist in the selection and orientation of all new employees;~~
  - ~~(8) Monitor employee absences;~~
  - ~~(9) Monitor unemployment claims and represent the City in related hearings;~~
  - ~~(10) Develop and maintain personnel policies and procedures;~~
  - ~~(11) Administer claims against the City and the City's insurance program.~~
  - ~~(12) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~~~
- ~~(c) **POSITION REQUIREMENTS.** The position of Personnel Director requires a minimum of one (1) to three (3) years of personnel and labor relations experience and a bachelor's degree in personnel or business management or a related field, or an equivalent combination of experience and training which provides the following knowledge, abilities, and skills:
  - ~~(1) Knowledge of personnel management principles;~~
  - ~~(2) Knowledge of labor laws and regulations;~~
  - ~~(3) Knowledge of City government operations and jobs;~~
  - ~~(4) Ability to maintain confidential records;~~
  - ~~(5) Ability to assemble data, prepare documentation, and then present information for~~~~

~~arbitration cases, for negotiations and for presentations to the Common Council;~~

~~(6) Ability to negotiate and administer a labor contract;~~

~~(7) Ability to communicate, orally and in writing.~~

### ~~SEC. 2-3-8 ASSESSOR.~~

~~(a) **PRIMARY FUNCTION.** The City Assessor shall be responsible for appraisal of taxable property in the City. He shall research, list, describe and value with equity all real and personal property with the exception of manufacturing property. The Assessor shall report to the Comptroller. He shall have a three (3) year term of office.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The City Assessor shall:~~

~~(1) Discover, list and assemble data on residential, commercial and personal property for assessment purposes;~~

~~(2) Maintain records on taxable property;~~

~~(3) Prepare and submit the assessment roll to the City Clerk according to state statute;~~

~~(4) Conduct valuation of real and personal property, including leased property, based upon cost studies, sales analysis and interviews with the public;~~

~~(5) Develop and supervise the Mass Appraisal computer system;~~

~~(6) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

~~(c) **POSITION REQUIREMENTS.** The position of City Assessor requires a minimum of three (3) to five (5) years of experience in real estate appraisal and one (1) year of college or additional training, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~

~~(1) Knowledge of real estate appraisal principles and practices;~~

~~(2) Ability to establish and maintain working relationships with other City employees, officials, realtors and the public;~~

~~(3) Ability to determine tax status of property;~~

~~(4) Knowledge of building construction;~~

~~(5) Ability to value real and personal property;~~

~~(6) Ability to keep detailed records on taxable property;~~

~~(7) Ability to prepare and maintain a department budget;~~

~~(8) Ability to plan, organize and supervise a subordinate staff;~~

~~(9) Ability to communicate effectively, both orally and in writing;~~

~~(10) Candidate for this class must be a Certified Assessor 1, 2, 3 or 4 by the State of Wisconsin.~~

~~State Law Reference: Corporation as Assessor, Section 62.09(1)(c), Wis. Stats.; Affidavit of Assessor, Section 70.49, Wis. Stats.; Assessor Certification, Section 73.02, Wis. Stats.; Assessors in Cities, Section 70.05, Wis. Stats.~~

### ~~SEC. 2-3-96 CHIEF OF POLICE~~

~~(a) **PRIMARY FUNCTION.** The Chief of Police shall be appointed by the Police Commission and shall hold office during good behavior, subject to suspension or removal by such Commission. The Chief of Police generally shall perform, under the direction of the Mayor or other presiding officer of the Council and the Police Commission, all duties~~

~~pertaining to the office as Chief of Police as prescribed by the Wisconsin Statutes and federal laws, responsible for managing and directing the activities of the Police Department, including ensuring that laws and ordinances are enforced and that measures are implemented to prevent crimes and protect lives and property. The Chief of Police shall report to the Mayor.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Chief of police shall:~~

- ~~(1) Plan, organize and direct the programs and activities of the Police Department;~~
- ~~(2) Establish and maintain departmental operational policies and procedures;~~
- ~~(3) Supervise, through subordinate staff law enforcement officers, dispatchers and clerical personnel;~~
- ~~(4) Review daily log and major criminal offenses and ensure follow up by subordinate supervisors;~~
- ~~(5) Attend civic and other community organizations to explain and promote functions of the Police Department and establish favorable public relations;~~
- ~~(6) Oversee operations of 911 Emergency Communication Center;~~
- ~~(7) Communicate with other City employees and officials regarding matters related to Police Department operations;~~
- ~~(8) Develop the annual Department budget and oversee preparation and maintenance of departmental records reports;~~
- ~~(9) Develop and recommend policies and procedures for selection and training;~~
- ~~(10) Cooperate with county, state and federal officers in the apprehension and detention of wanted persons;~~
- ~~(11) Assist in the selection of all new employees within his jurisdiction and assist other City departments with investigations and department checks.~~
- ~~(12) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

~~(c) **POSITION REQUIREMENTS.** The position of Chief of Police requires a minimum of eight (8) years of related law enforcement experience, including management experience, and an additional one (1) to two (2) years of college course work in law enforcement, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~

- ~~(1) Knowledge of principles and practices of police administration and police methods;~~
- ~~(2) Knowledge of related law enforcement statutes and ordinances;~~
- ~~(3) Knowledge of police communication and dispatch systems;~~
- ~~(4) Ability to communicate, both orally and in writing;~~
- ~~(5) Ability to develop selection and training procedures;~~
- ~~(6) Ability to establish and maintain working relationships with other City employees, officials and the public;~~
- ~~(7) Ability to respond and make decisions in emergency situations;~~
- ~~(8) Ability to plan, organize and supervise subordinate staff.~~

State Law Reference: Section 62.13, Wis Stats.

### ~~SEC. 2-3-10 POLICE CAPTAIN.~~

~~(a) **PRIMARY FUNCTION.** The Police Captain shall be responsible for managing and supervising the activities of a major function of the Police Department. The Captain of Detectives carries responsibility for criminal investigation, the 911 Emergency~~

~~Communication Center and court functions. The Captain of Patrol and Administration carries responsibility for supervising traffic and patrol functions and for departmental administration. The Police Captain shall report to the Chief of Police.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Police Captain shall:~~

- ~~(1) Supervise patrol officers, sergeants, investigators, dispatches and related staff;~~
- ~~(2) Review reports regarding arrests and investigations and assign appropriate staff for follow-up as needed;~~
- ~~(3) Determine personnel and equipment assignments, including preparing work and vacation schedules and special assignments;~~
- ~~(4) Supervise operations of the communications center to ensure appropriate response as required;~~
- ~~(5) Purchase or approve the purchase of equipment, materials and supplies;~~
- ~~(6) Prepare and maintain departmental records and reports;~~
- ~~(7) Direct activities of the auxiliary police unit;~~
- ~~(8) Conduct in-service training;~~
- ~~(9) Participate directly in investigations, complaints and related matters as required; and~~
- ~~(10) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

~~(c) **POSITION REQUIREMENTS.** The position of Police Captain requires a minimum of five (5) to eight (8) years of related law enforcement experience, including supervisory experience, and an additional one (1) to two (2) years of college course work in law enforcement, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~

- ~~(1) Knowledge of principles and practices of police administration and police methods;~~
- ~~(2) Knowledge of related law enforcement statutes and ordinances;~~
- ~~(3) Knowledge of police communication and dispatch systems;~~
- ~~(4) Ability to communicate orally and in writing, including ability to obtain information through interviews and interrogation;~~
- ~~(5) Ability to establish and maintain working relationships with other City employees, officials and the public;~~
- ~~(6) Ability to respond and make decisions in emergency situations;~~
- ~~(7) Ability to plan, organize and supervise subordinate staff;~~
- ~~(8) Ability to develop and maintain records;~~
- ~~(9) Ability to develop and conduct training;~~
- ~~(10) Ability to use and instruct others in the use of firearms.~~

## **SEC. 2-3-~~117~~ FIRE CHIEF.**

~~(a) **PRIMARY FUNCTION.** The Fire Chief shall be appointed by the Joint Fire Commission and shall hold office during good behavior, subject to suspension or removal by such Commission. The Fire Chief shall perform such duties as are prescribed by this Code, by State Statutes and Federal laws. responsible for managing and directing the activities of the Neenah-Menasha Joint Fire Rescue, including ensuring that services are provided to the community to minimize losses due to fires, to prevent fires and to control hazards. The Fire Chief generally shall report to the Mayors of Neenah and, Menasha and to the Joint Fire Commission.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Fire Chief shall:~~

- ~~(1) Plan, organize and direct the programs and activities of the Fire Department;~~

- ~~(2) Establish and maintain Departmental operational policies and procedures;~~
  - ~~(3) Supervise through subordinate staff fire fighters, pump operators, aerial drivers, lieutenants and captains responsible for Department activities;~~
  - ~~(4) Develop staffing plans and work schedules and maintain payroll and other related records;~~
  - ~~(5) Prepare and administer Department budget;~~
  - ~~(6) Develop and recommend policies and procedures for selection and training;~~
  - ~~(7) Maintain Department operations and records and reports, such as inspections and records of all firms;~~
  - ~~(8) Prepare purchasing specifications for fire apparatus, tools, and equipment;~~
  - ~~(9) Provide information to the public and to City employees/officials regarding Department activities and programs;~~
  - ~~(10) Cooperate with other City departments, with officials from other cities and with state officials in carrying out Department operations;~~
  - ~~(11) Assist in the selection of all new employees within his jurisdiction;~~
  - ~~(12) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(c) **POSITION REQUIREMENTS.** The position of Fire Chief requires a minimum of eight (8) years of related fire department experience, including management experience, and an additional one (1) to two (2) years of college course work in fire science, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
- ~~(1) Knowledge of principles and practices of fire department operations and administration;~~
  - ~~(2) Knowledge of fire control equipment, procedures and apparatus;~~
  - ~~(3) Ability to develop and implement programs such as training and development, fire prevention and investigation;~~
  - ~~(4) Ability to establish and maintain working relationships with other City employees, officials and the public;~~
  - ~~(5) Ability to communicate orally and in writing;~~
  - ~~(6) Ability to plan, organize and supervise subordinate staff;~~
  - ~~(7) Ability to respond and make decisions in emergency situations;~~
  - ~~(8) Ability to maintain financial and other records.~~

State Law Reference: Section 62.13, Wis. Stats.

~~**SEC. 2-3-12 DEPUTY FIRE CHIEF.**~~

- ~~(a) **PRIMARY FUNCTION.** The Deputy Fire Chief shall be responsible for managing and supervising the activities of major functions of the Fire Department, including responsibility for both training and fire prevention/inspection. The Deputy Fire Chief shall report to the Fire Chief.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Deputy Fire Chief shall:~~
  - ~~(1) Develop and conduct training programs on operations and equipment use;~~
  - ~~(2) Conduct fire inspections and take follow-up action as necessary;~~
  - ~~(3) Maintain fire reports, personnel training records and inspection records;~~
  - ~~(4) Respond directly to major fires and emergencies, including assuming command as necessary;~~

- ~~(5) Plan, organize and supervise fire prevention and arson investigations;~~
- ~~(6) Maintain maintenance and inventory of fire fighting equipment and apparatus;~~
- ~~(7) Manage day to day operations in the absence of the Fire Chief;~~
- ~~(8) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(9) He shall be the Emergency Government Coordinator.~~
- ~~(c) **POSITION REQUIREMENTS.** The position of Deputy Fire Chief requires a minimum of five (5) to eight (8) years of related fire department experience, including supervisory experience and an additional one (1) to two (2) years of college course work in fire science, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
  - ~~(1) Knowledge of principles and practices of fire department operations and administration;~~
  - ~~(2) Knowledge of fire control equipment, procedures and apparatus;~~
  - ~~(3) Knowledge of the operation and maintenance requirements of various types of fire fighting apparatus and equipment;~~
  - ~~(4) Ability to plan, organize and supervise subordinate staff;~~
  - ~~(5) Ability to plan, assign, direct, review and supervise large scale operations of fire fighting equipment and personnel under emergency conditions involving danger to life and property;~~
  - ~~(6) Ability to locate and diagnose existing and potentially hazardous conditions in buildings and installations and to conduct arson investigations;~~
  - ~~(7) Ability to establish and maintain working relationships with subordinates, City officials and the public;~~
  - ~~(8) Ability to communicate, orally and in writing.~~

#### ~~SEC. 2-3-14 DATA PROCESSING MANAGER.~~

- ~~(a) **PRIMARY FUNCTION.** The Data Processing Manager shall be responsible for the programming, systems analysis and operational activities of the data processing unit. His work includes reviewing and approving the application of the new systems to the computer and establishing development and operational priorities. The Data Processing Manager shall plan, organize and direct all activities of the data processing unit. The Data Processing Manager shall report to the City Comptroller.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Data Processing Manager shall:~~
  - ~~(1) Be responsible for the programming, systems analysis and operational activities of the data processing unit. Work includes reviewing and approving the application of new systems to the computer and establishing development and operational priorities;~~
  - ~~(2) Plan, organize and direct all activities of the data processing unit;~~
  - ~~(3) Develop unit policies and procedures; confer with and advise personnel on technical problems;~~
  - ~~(4) Develop system requirements and prepare necessary programs for the computer application; test and debug programs; operate the computer and its peripheral equipment; establish system development standards, computer documentation standards and computer operation standards;~~
  - ~~(5) Coordinate data processing programs and activities such as training involving other divisions and departments of the City;~~

- ~~(6) Prepare annual budget request;~~
- ~~(7) Prepare and maintain necessary records, systems documentation and reports;~~
- ~~(8) Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances.~~
- ~~(e) **POSITION REQUIREMENTS.** The position of Data Processing Manager requires:~~
  - ~~(1) Knowledge of the operating characteristics, capabilities, limitations and service requirements of an electronic computer and its peripheral equipment;~~
  - ~~(2) Knowledge of the systems and programming techniques of an electronic computer and its peripheral equipment;~~
  - ~~(3) Knowledge of current practice and developments in the field of electronic computer operations;~~
  - ~~(4) Ability to plan and organize the activities of a data processing unit;~~
  - ~~(5) Ability to perform systems analysis and to develop programs to meet systems requirements;~~
  - ~~(6) Ability to program and operate an electronic computer and its peripheral equipment;~~
  - ~~(7) Ability to establish and maintain effective working relationships with the City employees, City officials, employees and the public;~~
  - ~~(8) Ability to communicate effectively, orally and in writing;~~
  - ~~(9) Graduation from high school, supplemented by attainment of an associate degree in computer science and thorough electronic data processing systems analysis and programming experience, or any equivalent combination of education and experience providing the knowledge, abilities and skills listed above.~~

**SEC. 2-3-158 DIRECTOR OF PUBLIC WORKS.**

- (a) **PRIMARY FUNCTION.** The Director of Public Works shall be responsible for managing and directing the Public Works Department, including responsibility for storm water, streets and sanitation, and engineering and building maintenance services. The Director of Public Works shall report to the Mayor.
- (b) The appointment of the Director of Public Works shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

**MAJOR DUTIES AND RESPONSIBILITIES.** The Director of Public Works shall:

- ~~(1) Plan, organize and direct the programs and activities of the Public Works Department;~~
- ~~(2) Supervise through subordinate supervisory personnel a public works design, construction, maintenance and operating tasks;~~
- ~~(3) Administer construction contracts;~~
- ~~(4) Prepare purchase requisitions and approve purchases for equipment and supplies;~~
- ~~(5) Meet with civic organizations as City representative to discuss public works programs, needs and problems;~~
- ~~(6) Meet with other municipal administrators, contractors, engineers, utility companies and federal, state and county agencies to discuss current and proposed work, work problems and work procedures;~~
- ~~(7) Prepare operational and capital improvement budgets;~~
- ~~(8) Manage and maintain operating costs of public works services;~~
- ~~(9) Direct the preparation and maintenance of necessary records and reports;~~
- ~~(10) Conduct engineering studies;~~

- ~~— (11) — Assist in the selection of all new employees within their jurisdiction;~~
- ~~— (12) — Perform such other duties and responsibilities as determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(e) — **POSITION REQUIREMENTS.** — The position of Director of Public Works requires certification as a Registered Professional Engineer in the State of Wisconsin and requires a minimum of five (5) to eight (8) years of civil engineering and public works experience and a bachelor's degree in civil engineering, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
  - ~~— (1) — Knowledge of public works construction and maintenance methods, materials and equipment;~~
  - ~~— (2) — Knowledge of the principles and practices of civil engineering as applied to municipal public works;~~
  - ~~— (3) — Ability to plan, organize and direct comprehensive municipal public works program;~~
  - ~~— (4) — Ability to plan and schedule for municipal public works needs;~~
  - ~~— (5) — Ability to establish and maintain working relationships with City officials, employees, officials of other governmental jurisdictions, professional engineers, contractors and the public;~~
  - ~~— (6) — Ability to communicate, orally and in writing.~~

#### ~~SEC. 2-3-16 — CITY ENGINEER.~~

- ~~(a) — **PRIMARY FUNCTION.** — The City Engineer shall be responsible for managing the City Engineering Department. He shall perform necessary administrative and engineering functions and act as Director of Public Works in the absence of the Director of Public Works. He shall report to the Director of Public Works.~~
- ~~(b) — **MAJOR DUTIES AND RESPONSIBILITIES.** — The City Engineer shall:~~
  - ~~— (1) — Supervise, direct and schedule the work of the engineering office and field personnel;~~
  - ~~— (2) — Design public works construction projects and serve as Project Engineer;~~
  - ~~— (3) — Write and maintain current standards and specifications for public works construction projects;~~
  - ~~— (4) — Assist in budget preparation and purchase of operating equipment;~~
  - ~~— (5) — Attend Council and Committee meetings as required;~~
  - ~~— (6) — Maintain records and prepare reports as required by City, State or Federal law;~~
  - ~~— (7) — Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(c) — **POSITION REQUIREMENTS.** — The position of City Engineer requires a minimum of three (3) to five (5) years of experience in civil engineering and public works construction and two (2) years of college specializing in civil engineering or a related field, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
  - ~~— (1) — Knowledge of methods, equipment, materials and costs for public works construction, operation and maintenance programs;~~
  - ~~— (2) — Knowledge of applicable laws, codes and regulations;~~
  - ~~— (3) — Working knowledge of principles of government appropriations, budgeting and procedures;~~
  - ~~— (4) — Ability to plan, organize and supervise a subordinate staff;~~

- ~~———— (5) — Ability to establish and maintain working relationships with other City employees, officials and the public;~~
- ~~———— (6) — Ability to maintain accurate and complete records and prepare timely and effective reports.~~

~~**SEC. 2-3-17 — BUILDING SERVICES SUPERINTENDENT.**~~

- ~~(a) — **PRIMARY FUNCTION.** The Building Services Superintendent shall be responsible for the care, custody and maintenance of City buildings. His work involves the responsibility for carrying out required programs on City buildings to the end that cleanliness, repair and safe operation of building structures, equipment and services is assured. He shall report to the Director of Public Works.~~
- ~~(b) — **MAJOR DUTIES AND RESPONSIBILITIES.** The Building Services Superintendent shall:
  - ~~———— (1) — Supervise custodians and janitors at the Public Safety Building, City Administration Building, Memorial Building, Senior Citizens Center and City Hall;~~
  - ~~———— (2) — Supervise contract services for snow removal, landscape maintenance, equipment maintenance, building repair and sanitation as may be needed;~~
  - ~~———— (3) — Set up and schedule building and building mechanical maintenance and operating programs for daily, weekly, monthly and longer periods;~~
  - ~~———— (4) — Perform such janitorial, custodial, repair and operational activities that are not delegated to other employees or contractors;~~
  - ~~———— (5) — Be responsible for purchasing all custodial supplies and equipment;~~
  - ~~———— (6) — Assist in the establishment of required budgets;~~
  - ~~———— (7) — Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~~~
- ~~(c) — **POSITION REQUIREMENTS.** The position of Building Services Superintendent requires a minimum of three (3) to five (5) years of experience in custodial and building service activity and supervision and a high school diploma, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:
  - ~~———— (1) — Knowledge of all aspects of custodial and janitorial procedures;~~
  - ~~———— (2) — Ability to plan, organize and supervise a subordinate staff and contract personnel;~~
  - ~~———— (3) — Ability to develop and recommend required budgets and to control costs for conformance to budgets in regard to purchasing.~~~~

~~**SEC. 2-3-18 — STREETS AND SANITATION SUPERINTENDENT.**~~

- ~~(a) — **PRIMARY FUNCTION.** The Streets and Sanitation Superintendent shall be responsible for managing and supervising the maintenance, repair and minor construction for streets and sanitary sewer systems and for supervising garbage and waste collection and bridge operations. He shall report to the Director of Public Works.~~
- ~~(b) — **MAJOR DUTIES AND RESPONSIBILITIES.** The Streets and Sanitation Superintendent shall:
  - ~~———— (1) — Plan, organize and direct municipal street and storm and sanitary sewer minor construction, maintenance and repair activities and garbage and refuse collection activities;~~
  - ~~———— (2) — Plan and supervise directly and through a subordinate supervisor skilled,~~~~

~~semi-skilled and unskilled workers engaged in the maintenance, repair, cleaning and construction of streets, alleys, sidewalks, curbs and gutters, manholes and catch basins, storm and sanitary sewers and related facilities; in the collection and disposal of garbage and refuse; and in bridge operations;~~

- ~~(3) Provide general direction to coating, resurfacing, patching, grading, minor construction and similar operations performed on the municipal street system; recommend priority of streets to be maintained; determine methods and materials to be used;~~
  - ~~(4) Supervise the maintenance of mechanical equipment;~~
  - ~~(5) Direct the inspection, maintenance and repair of the municipal storm and sanitary sewer systems;~~
  - ~~(6) Supervise and oversee snow plowing and snow removal operations;~~
  - ~~(7) Order material and review requisitions submitted by subordinates; prepare equipment and material specifications; maintain close working relationships with engineering and various other municipal departments and divisions;~~
  - ~~(8) Direct the preparation and maintenance of necessary records and reports;~~
  - ~~(9) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(e) **POSITION REQUIREMENTS.** The position of Streets and Sanitation Superintendent requires a minimum of three (3) to five (5) years of street and sanitation experience, including supervisory experience and additional training and education beyond high school in equipment maintenance and operations, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
- ~~(1) Knowledge of administrative practices and procedures relative to the construction, maintenance and repair of streets and sewers;~~
  - ~~(2) Knowledge of the materials and equipment employed in the construction, maintenance and repair of streets and sewers;~~
  - ~~(3) Knowledge of the basic principles and practices of civil engineering as applied to the construction, maintenance and repair of street and sewer systems;~~
  - ~~(4) Ability to plan and implement a comprehensive and effective maintenance program for municipal street systems and sewer systems;~~
  - ~~(5) Ability to organize and implement effective snow removal operations;~~
  - ~~(6) Ability to plan, organize and supervise the work of skilled, semi-skilled and unskilled employees;~~
  - ~~(7) Ability to establish and maintain effective working relationships with City officials, employees and the public;~~
  - ~~(8) Ability to communicate, orally and in writing.~~
  - ~~(9) A valid Wisconsin driver's license.~~

~~**SEC. 2-3-19 OFFICE/STREETS AND SANITATION COORDINATOR.**~~

- ~~(a) **PRIMARY FUNCTIONS.** The Office/Streets and Sanitation Coordinator shall be responsible for preparing reports and records of Street and Sanitation operations, including maintaining costs of operations and related personnel records. Will also be responsible for assisting the Streets and Sanitation Superintendent in supervising employees involved in maintenance, repair and minor construction for streets and sanitary sewer systems and to assist in supervising municipal solid waste collection and bridge operations. Will assist the Streets and Sanitation Superintendent in all day-to-day operations and in carrying out~~

~~special projects. The person in this position shall report to the Streets and Sanitation Superintendent.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Office/Streets and Sanitation Coordinator shall:~~

- ~~— (1) Prepare time and labor distribution cards;~~
- ~~— (2) Check invoices against monthly bills;~~
- ~~— (3) Compile and prepare cost distribution records and reports, including such costs as gasoline, extra garbage pickups, mileage, digging permits and snow removal;~~
- ~~— (4) Purchase or requisition street maintenance tools and custodial supplies for all municipal departments; store and issue tools and supplies; order gasoline for all municipal departments;~~
- ~~— (5) Receive telephone calls from the public, provide routine information and handle routine complaints operate two-way radio in receiving and relaying of messages;~~
- ~~— (6) Maintain vacation schedules and file invoices, purchase orders and other items according to established filing procedures;~~
- ~~— (7) Assist in planning, organizing and directing the programs and activities of the Streets and Sanitation Department;~~
- ~~— (8) Assist in supervising skilled, semi-skilled and unskilled personnel engaged in street and sewer minor construction, maintenance and repair activities, in garbage and refuse collection activities and in snow removal;~~
- ~~— (9) Assist in assuring that work schedules are carried out efficiently and according to safety standards; handle complaints from the public, instruct and assist subordinates in the performance of their duties as necessary;~~
- ~~— (10) Assist in checking work in progress for conformance to work plans; receive requests for emergency and other unscheduled work and make necessary adjustments; perform the duties of the Superintendent as necessary;~~
- ~~— (11) Help to prepare and maintain necessary records and reports; and,~~
- ~~— (12) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

~~(c) **POSITION REQUIREMENTS.** The position of Office/Streets and Sanitation Coordinator requires a minimum of three (3) months to one (1) year of clerical and bookkeeping experience and additional education beyond the high school level in bookkeeping and office procedures or an equivalent combination of experience and training as well as a minimum of one (1) to three (3) years of street and sanitation experience and some additional education and training beyond the high school level in equipment maintenance and operations or an equivalent combination of experience and training, all of the above which provides the following knowledge, abilities and skills:~~

- ~~— (1) Knowledge of bookkeeping principles and procedures;~~
- ~~— (2) Knowledge of routine purchasing and stockroom methods and techniques;~~
- ~~— (3) Ability to make arithmetic computations and tabulations with speed and accuracy;~~
- ~~— (4) Ability to receive calls and make proper disposition of problems;~~
- ~~— (5) Ability to use a computer terminal and be familiar with all existing DPW software programs;~~
- ~~— (6) Ability to prepare and maintain records and reports;~~
- ~~— (7) Knowledge of administrative practices and procedures relative to the construction, maintenance and repair of streets and sewers and of the collection of garbage and refuse;~~
- ~~— (8) Knowledge of the equipment and materials of public works construction, maintenance and repair;~~

- ~~———— (9) — Ability to plan, lay out and supervise a work program involving public works construction, maintenance and repair activities;~~
- ~~———— (10) — Familiarity and knowledge of the operations of street and sanitation equipment;~~
- ~~———— (11) — Ability to interpret and work from blueprints;~~
- ~~———— (12) — Ability to establish and maintain effective working relationships with subordinates, superiors and the public;~~
- ~~———— (13) — Ability to communicate, orally and in writing.~~
- ~~———— (14) — A valid Wisconsin driver's license.~~

**SEC. 2-3-209 DIRECTOR OF PARKS, RECREATION, FORESTRY AND CEMETERIES.**

- (a) **PRIMARY FUNCTION.** The Director of Parks, Recreation, Forestry, and Cemeteries shall be responsible for planning, organizing, supervising, and controlling all Municipal Park, Recreation, Forestry, and Cemetery programs and operations. ~~He shall report to the Mayor.~~
- (b) The appointment of the Director of Parks, Recreation, Forestry, and Cemeteries shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

~~**MAJOR DUTIES AND RESPONSIBILITIES.** The Director of Parks, Recreation, Forestry and Cemeteries shall:~~

- ~~———— (1) — Coordinate the various programs and personnel of the Department;~~
- ~~———— (2) — Supervise directly or through subordinates the staff assigned to the Department;~~
- ~~———— (3) — Be responsible for planning, organizing, developing, executing and evaluating a year-round comprehensive recreation program;~~
- ~~———— (4) — Be responsible for long range and master plans for park and recreation activity including plans for acquisition of park property as required;~~
- ~~———— (5) — Assist in recruitment and hiring of all full-time, part-time and seasonal personnel required for the work;~~
- ~~———— (6) — Prepare and submit an annual budget and control for conformance to the final budget as authorized;~~
- ~~———— (7) — Coordinate park and recreation programs and facilities with schools and other community recreation and beautification programs;~~
- ~~———— (8) — Administer the provisions of applicable labor contracts and deal closely with personnel administration for required interpretations;~~
- ~~———— (9) — Direct subordinates in planning and designing major park and cemetery projects and improvements including landscape development;~~
- ~~———— (10) — Represent the Parks and Recreation Board at meetings of the Common Council and also attend meetings of committees and various community groups as may be appropriate to provide understanding and appreciation of park and recreation programs;~~
- ~~———— (11) — Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

- (c) **POSITION REQUIREMENTS.** The position of Director of Parks, Recreation, Forestry and Cemeteries requires three (3) to five (5) years in the administration and supervision of parks and recreation department and a bachelor's degree with emphasis on parks, recreation and forestry, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:

- ~~———— (1) — Knowledge of administrative principles, practices and methods appropriate to~~

~~organizing and staffing a municipal park and recreation department;~~

~~(2) Knowledge and understanding of appropriate philosophy and goals for park and recreation programs;~~

~~(3) Knowledge of the principles and practices of horticulture and landscaping appropriate for design of park areas;~~

~~(4) Knowledge of materials, methods and equipment required for construction and maintenance of facilities;~~

~~(5) Ability to prepare and maintain a department budget;~~

~~(6) Ability to establish and maintain working relationships with other City employees, City officials and the public;~~

~~(7) Ability to communicate, orally and in writing.~~

### **~~SEC. 2-3-21 SUPERINTENDENT OF PARKS, FORESTRY AND CEMETERIES.~~**

~~(a) **PRIMARY FUNCTION.** The Superintendent of Parks, Forestry and Cemeteries shall be responsible for managing and supervising the maintenance of park, pool and cemetery, pool and related equipment. He shall prepare daily work schedules for landscape, vehicle and equipment maintenance, construction, snow removal and ice rink maintenance. He shall report to the Director of Parks, Recreation, Forestry and Cemeteries.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Superintendent of Parks, Forestry and Cemeteries shall:~~

~~(1) Establish and maintain work schedules and programs for daily and longer periods;~~

~~(2) Prepare and maintain records for street tree management;~~

~~(3) Make decisions for daily expenditures for park equipment, vehicles and buildings;~~

~~(4) Prepare contracts for tree trimming, deadwood removal, tree removal and facility repairs;~~

~~(5) Assist in preparing of the annual department budget;~~

~~(6) Assist in developing a comprehensive park master plan;~~

~~(7) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

~~(c) **POSITION REQUIREMENTS.** The position of Superintendent of Parks, Forestry and Cemeteries requires a valid Wisconsin driver's license and requires a minimum of three (3) to five (5) years of parks maintenance and supervisory experience and some additional education and training beyond the high school level in maintenance operations, equipment and forestry, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills;~~

~~(1) Knowledge of park, forestry and cemetery maintenance and operations;~~

~~(2) Knowledge of materials and equipment used in parks;~~

~~(3) Ability to plan, organize and direct the work of skilled, semi-skilled and unskilled personnel;~~

~~(4) Ability to determine priorities and to plan and schedule activities;~~

~~(5) Ability to determine and recommend appropriate budgets and to control costs;~~

~~(6) Ability to communicate, orally and in writing.~~

### **SEC. 2-3-~~2210~~2210 PUBLIC HEALTH DIRECTOR.**

(a) **PRIMARY FUNCTION.** The Public Health Director shall be responsible for planning,

implementing, and administering the City's public nursing programs and the staff of the Health Department. ~~His-Thiswork~~ includes responsibility for ensuring that the City provides full range public health programs designed to meet the needs of both the public and private primary and secondary schools in the City as well as to offer a generalized program oriented to the complete family.- The Public Health Director shall also perform all duties prescribed by Chapter 251, Wis. Stats. ~~The Public Health Director shall report to the Mayor.~~

- (b) The appointment of the Public Health Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

**MAJOR DUTIES AND RESPONSIBILITIES.** ~~The Public Health Director shall:~~

- ~~(1) Plan, administer, supervise and participate in the City public health nursing program;~~
- ~~(2) Coordinate and supervise school health programs and school visits by nurses and other departmental staff;~~
- ~~(3) Evaluate and interpret present and potential health needs and resources available to individuals, families and the community; plan methods to employ all available resources to their best utilization;~~
- ~~(4) Plan, implement, supervise and participate in special health programs such as immunization clinics, communicable disease control and vision and hearing testing;~~
- ~~(5) Prepare, present and administer annual budget;~~
- ~~(6) Evaluate departmental staff personnel and maintain administrative records;~~
- ~~(7) Be responsible for preparation of grant applications;~~
- ~~(8) Train and evaluate health professionals and support staff;~~
- ~~(9) Make home visits to school children and families referred; make necessary referrals of families to medical or social service agencies;~~
- ~~(10) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~

- (c) **POSITION REQUIREMENTS.** ~~The position of Public Health Director requires graduation from a four (4) year college or university, supplemented by the attainment of a master's degree in public health nursing or administration, and a minimum of three (3) to five (5) years of experience in the field of public health nursing, or an equivalent combination of education and experience providing the following knowledge, abilities and skills:~~

- ~~(1) Knowledge of the principles of public health administration and public health nursing supervision;~~
- ~~(2) Knowledge of local health department policies and practices and of relationships between state and local departments;~~
- ~~(3) Knowledge of trends in general health education;~~
- ~~(4) Knowledge of the goals, methods of practice and resources of professions and agencies participating in public health programs;~~
- ~~(5) Ability to supervise and participate in program planning;~~
- ~~(6) Ability to explain and interpret public health laws, rules and regulations;~~
- ~~(7) Ability to plan, assign and supervise the work of others;~~
- ~~(8) Ability to maintain constructive relationships with community agencies and professional groups;~~
- ~~(9) Ability to maintain accurate, confidential and complete records and to prepare clear and concise reports;~~
- ~~(10) Ability to establish and maintain working relationships with other City employees;~~

officials and the public;

- ~~———— (11) — Ability to prepare and maintain a department budget;~~
- ~~———— (12) — Ability to respond and make decisions in emergency situations;~~
- ~~———— (13) — Candidates for this position must possess a license as a registered nurse and be certified as a public health nurse by the State of Wisconsin.~~

### **~~SEC. 2-3-23 PUBLIC HEALTH NURSE SUPERVISOR.~~**

- ~~(a) — **PRIMARY FUNCTION.** The Public Health Nurse Supervisor shall be responsible for implementing the City's public nursing programs and for providing direct supervision of the staff of the Health Department.~~
- ~~(b) — **MAJOR DUTIES AND RESPONSIBILITIES.** The Public Health Nurse Supervisor shall:
  - ~~———— (1) — Assist in planning, administration, and supervises and participates in the City public health nursing program;~~
  - ~~———— (2) — Coordinate and supervise school health programs and school visits by nurses and other departmental staff;~~
  - ~~———— (3) — Assist in the evaluation and interpretation of present and potential health needs and resources available to individuals, families and the community; assist in planning methods to employ all available resources to their best utilization;~~
  - ~~———— (4) — Assist in the planning, implementation, supervision, and participates in special health programs such as immunization clinics, communicable disease control, and vision and hearing testing;~~
  - ~~———— (5) — Perform duties and responsibilities of Public Health Nurse.~~
  - ~~———— (6) — Assist in preparation, presentation and administration of annual budget.~~
  - ~~———— (7) — Assist in evaluation of departmental staff personnel and maintenance of administrative records.~~
  - ~~———— (8) — Assist in preparation of grant applications.~~
  - ~~———— (9) — Assist in selection, training and evaluation of health professionals and support staff.~~
  - ~~———— (10) — Make home visits to school children and families referred; make necessary referrals of families to medical or social service agencies.~~
  - ~~———— (11) — Perform the duties and responsibilities deemed necessary in the absence of the Public Health Director.~~
  - ~~———— (12) — Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~~~
- ~~(c) — **POSITION REQUIREMENTS.** The position of Public Health Nurse Supervisor requires graduation from a four(4) year college or university the major course work in nursing, including or supplemented by courses in public health nursing, and a minimum of three (3) years of experience in the field of public health nursing, or an equivalent knowledge, abilities, and skills:
  - ~~———— (1) — Knowledge and abilities required of the position of Public Health Nurse.~~
  - ~~———— (2) — Knowledge of the principles of public health nursing, supervision, and administration.~~
  - ~~———— (3) — Knowledge of local health department policies and practices and of relationships between state and local departments.~~
  - ~~———— (4) — Knowledge of trends in general health education.~~
  - ~~———— (5) — Ability to supervise and participate in program planning.~~
  - ~~———— (6) — Ability to plan, assign, and supervise the work of others.~~~~

- ~~(7) Ability to cooperate constructively with community agencies and professional groups.~~
- ~~(8) Ability to maintain accurate and confidential records, and to prepare clear and concise reports.~~
- ~~(9) Ability to establish and maintain working relationships with other City employees, officials and the public;~~
- ~~(10) Ability to assist in the preparation and maintenance of a department budget.~~
- ~~(11) Ability to respond and make decisions in the absence of the Public Health Director in an emergency situation.~~
- ~~(12) Candidates for this position must possess a license as a registered nurse and be certified as a Public Health Nurse by the State of Wisconsin.~~
- ~~(d) Under chain of command, the Public Health Nurse Supervisor shall report to the Public Health Director. In the absence of a Public Health Director, the Public Health Nurse Supervisor shall report to the Mayor.~~

~~**SEC. 2-3-24 PUBLIC HEALTH NURSE.**~~

- ~~(a) **PRIMARY FUNCTION.** The Public Health Nurse shall be responsible for providing public health nursing services to the community on the consultative and referral level as well as client patient care services. The Public Health Nurse shall report to the Public Health Director.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Public Health Nurse shall:
 
  - ~~(1) Conduct home visits resulting from referrals made by local community and state agencies; determine needs of individuals and families in the area of maternity and child care, developmentally handicapped and geriatrics and related areas of treatment;~~
  - ~~(2) Provide public health nursing services in homes, clinics and schools; demonstrate nursing care that may be safely assumed by others;~~
  - ~~(3) Advise and assist individuals and families in carrying out recommendations made by a physician and in making the necessary adaptations so that the treatment regimen can be followed;~~
  - ~~(4) Conduct school visits during school sessions; administer hearing, vision and tuberculin tests; administer first aid care to students and school staff and provide advice to students and parents in regard to injury and illness; refer individuals and families to social service agencies;~~
  - ~~(5) Investigate and follow up communicable disease cases; locate previous contacts or exposed persons and arrange for necessary treatment;~~
  - ~~(6) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~~~
- ~~(c) **POSITION REQUIREMENTS.** The position of Public Health Nurse requires graduation from a four (4) year college or university with major course work in nursing, including or supplemented by courses in public health nursing, or an equivalent combination of experience and training providing the following knowledge, abilities and skills, including:
 
  - ~~(1) Knowledge and skill in the application of the principles and procedures of public health nursing;~~
  - ~~(2) Knowledge of the social and economic forces in society that affect health, and of relevant family and group relationships;~~
  - ~~(3) Knowledge of City health policies and procedures;~~
  - ~~(4) Ability to grasp readily the principles underlying the disease preventive aspects of a~~~~

public health program;

~~(5) Ability to carry out general instructions and to make independent judgments in relation to the application of nursing principles;~~

~~(6) Ability to express ideas clearly, orally and in writing;~~

~~(7) Ability to exercise tact, initiative and good judgment in dealing with people;~~

~~(8) Candidates for this position must possess a license as a registered nurse and be certified as a public health nurse by the State of Wisconsin.~~

### ~~SEC. 2-3-25 CITY SANITARIAN.~~

~~(a) **PRIMARY FUNCTION.** The City Sanitarian shall be responsible for enforcing environmental health sections of the State Code and City Ordinances and conducting activities aimed at preventing disease-endangering situations by inspection, education and recommending legislative action when appropriate.~~

~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The City Sanitarian shall:~~

~~(1) Inspect potential ordinance and health violations upon complaint, enlisting conformance by the violator by persuasion and threat of court action.~~

~~(2) Inspect all Class A and B malt liquor license holders, at least annually, and upon change of ownership, in cooperation with the Chief of Police and Fire Chief.~~

~~(3) Oversee follow through with victims bitten by animals and subsequent inspection of impounded animals.~~

~~(4) Provide education to individuals and the public on preventative and maintenance of good health practices.~~

~~(5) Process and implement the agent of the State Division of Health programs.~~

~~(6) Coordinate and monitor dairy product inspections and rodent control.~~

~~(c) **POSITION REQUIREMENTS.** The City Sanitarian shall be registered in the State of Wisconsin. A Sanitarian is a person with education in the environmental sciences, who applies those knowledges, skills and attributes to management of the environment for health and safety.~~

### ~~SEC. 2-3-261~~**COMMUNITY DEVELOPMENT DIRECTOR.**

(a) **PRIMARY FUNCTION.** The Community Development Director shall be responsible for managing and carrying out the activities of the Community Development Department, including responsibility for City planning, zoning, building inspections, code enforcement, and economic development. ~~His activities shall be under the jurisdiction of the Administration Committee. He shall report to the Mayor.~~

(b) The appointment of the Community Development Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

~~**MAJOR DUTIES AND RESPONSIBILITIES.** The Community Development Director shall:~~

~~(1) Meet with the public regarding zoning, development, code enforcement and provide recommendations to City officials;~~

~~(2) Serve as Economic Development Coordinator, including responsibility for downtown redevelopment, housing/business relocation and commercial and industrial expansion;~~

~~(3) Oversee building inspection services;~~

- ~~(4) Maintain records, conduct surveys and provide data in carrying out City planning functions;~~
- ~~(5) Work with other City employees, City officials and officials from other municipalities in coordinating planning and development activities;~~
- ~~(6) Prepare applications for State and Federal grants and administer relative grants;~~
- ~~(7) Develop and carry out housing rehabilitation programs, including coordinating community data and performing acquisition/relocation functions;~~
- ~~(8) Serve as Zoning Administrator;~~
- ~~(9) Act as an advisor to and secretary of the Planning Commission;~~
- ~~(10) Attend meetings of the Planning Commission, Common Council, boards and committees as required;~~
- ~~(11) Assist in the selection of all new employees within his jurisdiction;~~
- ~~(12) Perform such other duties and responsibilities determined by the Common Council and as set forth in this Code of Ordinances not enumerated above.~~
- ~~(e) **POSITION REQUIREMENTS.** The position of Community Development Director requires a minimum of three (3) to five (5) years of planning, zoning and community development experience and a bachelor's degree in urban planning or a related area, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
  - ~~(1) Knowledge of the principles and practices of planning and zoning;~~
  - ~~(2) Knowledge of housing rehabilitation, methods, techniques, costs, energy requirements, zoning requirements and building inspection methods;~~
  - ~~(3) Knowledge of municipal laws, civil engineering methods and public works administration;~~
  - ~~(4) Knowledge of research methods and statistical analysis;~~
  - ~~(5) Ability to organize and carry out projects;~~
  - ~~(6) Ability to supervise the work of others;~~
  - ~~(7) Ability to develop and maintain records and reports;~~
  - ~~(8) Ability to establish and maintain working relationships with City officials, employees, officials in other cities and the public;~~
  - ~~(9) Ability to communicate, orally and in writing.~~

~~**SEC. 2-3-27 BUILDING AND PLUMBING INSPECTOR.**~~

- ~~(a) **PRIMARY FUNCTION.** The Building and Plumbing Inspector shall be responsible for inspection work in securing compliance with local and national building and plumbing codes and regulations. His work involves the performance of both field and office work in carrying out municipal building and plumbing inspection programs and effecting compliance with legally established specifications and requirements. He shall report to the Community Development Director.~~
- ~~(b) **MAJOR DUTIES AND RESPONSIBILITIES.** The Building and Plumbing Inspector shall:~~
  - ~~(1) Inspect building construction and alterations including remodeling and additions for conformity with building codes and approved plans and specification requirements; check soil conditions for footing, size of excavations, setbacks, foundation walls, vents, structural columns and beams; check location and layout of steel reinforcing; check structural steel sections, wood trusses and roof braces, partitions, firebrick and fireplaces;~~
  - ~~(2) Inspect plumbing installation during construction for compliance with codes and~~

~~regulations and examine completed installations for workmanship and use of proper materials;~~

- ~~(3) Inspect sewer, heating and related installations for compliance with codes and regulations; issue building, plumbing, heating and electrical permits;~~
  - ~~(4) Review plans and assist and advise builders, plumbers, contractors and others regarding pertinent codes and regulations; consult with supervisors on procedures to be followed in case that they are not clearly covered by Codes;~~
  - ~~(5) Check complaints in regard to defective installations; assist in prosecution of violators of regulations; review and handle complaints;~~
  - ~~(6) Prepare and maintain necessary records and reports;~~
  - ~~(7) Direct and monitor the sanitary health issues of the City and, through staff, investigate complaints and maintain records;~~
  - ~~(8) Perform such other duties and responsibilities determined by the Common Council and set forth in this Code of Ordinances not enumerated above.~~
- ~~(e) **POSITION REQUIREMENTS.** The position of Building and Plumbing Inspector requires a minimum of three (3) to five (5) years of experience in a variety of building construction work, such as plumbing, electrical and HVAC (heating, ventilation and air conditioning) and two (2) years of additional training beyond high school in a plumbing apprenticeship or related field, or an equivalent combination of experience and training which provides the following knowledge, abilities and skills:~~
- ~~(1) Knowledge of the methods, materials and techniques involved in building construction, repair and alteration;~~
  - ~~(2) Knowledge of the methods and practices involved in installing, repairing and maintaining a variety of plumbing and allied installations, equipment and appliances;~~
  - ~~(3) Knowledge of national and local codes and regulations relating to building construction and to plumbing and allied installations;~~
  - ~~(4) Ability to interpret and enforce building, plumbing and allied codes;~~
  - ~~(5) Ability to detect and locate defective building construction and plumbing installations and to ascertain the stage of construction when defects are most easily found and remedied;~~
  - ~~(6) Ability to work from plans, blueprints and diagrams;~~
  - ~~(7) Ability to contact building owners, contractors, craftsmen and others, and to develop and maintain satisfactory working relationships on inspectional and regulatory matters;~~
  - ~~(8) Possession of a master plumber's license and certified by the State of Wisconsin.~~

## **SEC. 2-3-~~2812~~LIBRARY DIRECTOR.**

- (a) **PRIMARY FUNCTION.** The Library Director is responsible for coordinating the library functions and requirements of the Library Board, the community, the staff, and local government. The Director shall be the executive officer of the board and directly responsible to it. Qualifications for the Directorship of the library will be a master's degree in library science from a library school accredited by the American Library Association and all other pertinent qualifications enumerated in Sec. PL 6.03, Wis. Adm. Code.
- (b) The appointment of the Library Director shall be made solely on merit based upon training, experience, administrative ability, efficiency, and general qualification and fitness for performing the duties of the position with or without an accommodation.

### **MAJOR DUTIES AND RESPONSIBILITIES.**

- ~~(1) Board Relations. The Director shall:~~

- ~~a. Organize and plan agendas for Board meetings in consultation with the President.~~
  - ~~b. Notify Board members of meetings and prepare appropriate public notices.~~
  - ~~c. Attend all Library Board or committee meetings, except when officially excused by the President.~~
  - ~~d. Assist Secretary in the preparation and distribution of minutes.~~
  - ~~e. Prepare regular monthly reports and otherwise generally apprise the Board of significant activities, events, problems and concerns of the library.~~
  - ~~f. Formulate and recommend policies for Board approval and implement the same.~~
- ~~(2) Planning. The Director shall:~~
- ~~a. Continually evaluate the effectiveness of library services in relation to changing needs of the community and develop plans to meet those needs.~~
  - ~~b. Evaluate future needs for library services and resources to meet those needs.~~
  - ~~c. Prepare long range plans for the library.~~
- ~~(3) Finance. The Director shall:~~
- ~~a. Prepare an annual budget for Board consideration and adoption.~~
  - ~~b. Present the budget as adopted to the Common Council.~~
  - ~~c. Represent the library's budgetary interests to the County Board.~~
  - ~~d. Make or supervise expenditures of library funds.~~
  - ~~e. Prepare bills for approval by the Board at regular meetings and subsequent payment by the City.~~
  - ~~f. Prepare monthly and yearly financial reports on budget accounts, receipts and endowment funds and present an audit report to the Board.~~
  - ~~g. Prepare and send to the Division for Library Services the required annual report.~~
  - ~~h. Prepare an annual review of library insurance policies and recommendations for any changes.~~
- ~~(4) Personnel. The Director shall be responsible for all aspects of personnel management, including:~~
- ~~a. Classification of staff positions and periodic revision of job descriptions.~~
  - ~~b. Recruitment and interviewing of candidates for positions.~~
  - ~~c. Recommendation of employee hiring, firing, promotion and merit bonuses to the Board.~~
  - ~~d. Scheduling, organizing and supervising work operations.~~
  - ~~e. Establishment of work rules and regulations.~~
  - ~~f. Training and professional development of employees.~~
  - ~~g. Promotion of employee work satisfaction and general staff welfare.~~
  - ~~h. Preparation of annual evaluations of all staff members, except pages, aides and temporary employees.~~
- ~~(5) Public and Patron Relations. The Director shall:~~
- ~~a. Recommend and administer public relations activities.~~
  - ~~b. Establish and maintain effective working relationships with other governmental and educational agencies, civil and community groups, the general public and the news media.~~
  - ~~c. Represent the Library at and speak before community, civic and other groups regarding the objectives and activities of the library.~~
  - ~~d. Be responsible for dealing with patron complaints.~~
- ~~(6) The Director shall supervise selection, acquisition and processing of library~~

~~materials to meet public needs within the structure of library selection policies and budgetary limitations.~~

~~(7) The Director shall supervise housekeeping, maintenance and repair of the building and grounds.~~

~~(8) The Director shall maintain a professional state of the art awareness. This shall include attendance at professional and other meetings as appropriate.~~

## SEC. 2-3-13 EMERGENCY GOVERNMENT DIRECTOR.

(a) **OFFICE CREATED.** There is hereby created the office of Emergency Management of the City which shall consist of the following:

(1) Mayor.

(2) Emergency Government Director, who shall be the Deputy Fire Chief.

(3) All Department Heads ~~and the Manager of the Menasha Electric & Water Utilities.~~

(b) **POWERS AND DUTIES.** The powers and duties of the Mayor shall include the following:

(1) Authority to declare a local state of ~~disaster~~emergency. The declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of the Common Council. ~~Any order or proclamation declaring, continuing, or termination of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Clerk.~~

(2) Issuance of necessary proclamations, regulations, or directives which are necessary for carrying out the purposes of this ordinance. ~~Such proclamations, regulations, or directives,~~ shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the ~~disaster~~emergency prevent or impeded, promptly filed with the City Clerk.

(3) Maintenance of liaison with other municipal and county, Emergency Management organizations. This duty may be delegated to the Emergency Government Director.

(4) During a declared ~~disaster~~emergency, the Mayor may expend or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property; ~~said funds~~ are not to exceed \$100,000.00.

(5) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.

(6) Survey actual or potential hazards which threaten life and property within the City and identify and implement measures to prevent the occurrence or reduce the impact of such hazards if ~~an emergency disaster~~ an emergency did occur.

(7) Supervision of the development and approval of an emergency management plan for the City; and recommend for adoption by the Common Council all mutual aid arrangements deemed necessary for the implementation of such plan.

(8) Direction and control of the operations of an Emergency Management organization as well as the training of Emergency Management personnel.

(9) Marshalling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the Emergency Management Plan.

(10) Supervision of the drafting and execution of mutual aid agreements in cooperation with the representatives of other local political bodies as authorized by the Common Council.

(11) Supervision of ; and final authorization for the procurement of all necessary supplies and equipment, not to exceed the limit in paragraph (4) above, including acceptance

of private contributions which may be offered for the purpose of improving Emergency Management within the City.

~~(12) Survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided herein.~~

~~(13) Delegation of such enumerated powers to the Emergency Government Director as deemed property.~~

(c) **EMERGENCY MANAGEMENT PLAN.** A comprehensive Emergency Management Plan shall be developed and maintained. The Plan shall set forth the form of the organization, establish assigned responsibilities, tasks, duties, and powers, and designate staff and employees to carry out the provisions of this Section. As provided by City Ordinance, the Plan shall follow the standards and criteria established by the State Division of Emergency Government of the State of Wisconsin. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness. The Emergency Management Plan shall be considered supplementary to this Section.

(d) **DECLARATION OF A STATE OF EMERGENCY.**

(1) ~~A disaster is hereby defined to be the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind storm, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or para-military action, including nuclear, biological, or chemical war, other public calamity requiring emergency action, or an energy emergency. An emergency exists whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the City.~~

(2) The Emergency Government Director will have the authority to request the declaration of the existence of an emergency by the Common Council during the time of ~~an emergency disaster~~ as defined above. In the event it is deemed necessary to declare the existence of an emergency without delay, the Mayor may, if the Common Council is not in session, do so. Such action shall be subject to ratification by the Common Council at its next meeting. In no event will such a declaration by the Mayor continue or be renewed for a period in excess of seven (7) days except by or with the consent of the Common Council.

(3) The Emergency Government Director will, after the declaration of the existence of an emergency, issue all necessary directives for the operational effectiveness of the Emergency Management Operations Plan and have prepared for immediate submission to the Common Council an ordinance invoking and applying all the powers reasonably necessary to protect the health, security, peace, life, and property of the City and its inhabitants during the period of such civil emergency.

(e) **UNLAWFUL ACTS.**

(1) No person shall have the right to expend any public funds of the City in carrying out any emergency management activity authorized by this division without prior approval by the Mayor, nor shall any person have the right to bind the City by contract, agreement, or otherwise without prior and specific approval of the Mayor or Common Council.

(2) Any persons who shall willfully obstruct, hinder, or delay any member of the Emergency Government organization in the enforcement of any rules or regulation issued pursuant to this division, or to do any act forbidden by any rule or regulation

issued pursuant to the authority contained in this ordinance, commits an offense and shall be subject to the penalty as provided herein.

- (3) Any person who shall wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Government organization of the City, without authority, commits an offense and shall be subject to the penalty as provided herein.
- (4) Any authorized person who shall operate a siren or other device so as to simulate a warning signal or the termination of a warning commits an offense and shall be subject to the penalty as provided herein.
- (5) Any person who bypasses a barricade erected by the Emergency Government Director without having the permission of the Emergency Government Director to so bypass commits an offense; and shall be subject to the penalty as provided herein.



**MEMORANDUM**

Date: January 30, 2017  
To: Plan Commission  
From: Community Development Department/DB  
RE: Zone Change from I-2 General Industrial District to C-1 General Commercial District for Properties Located at 216, 221, and 222 Washington Street

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The Community Development Department is requesting approval to rezone properties located at 216, 221, and 222 Washington Street from the I-2 General Industrial District to the C-1 General Commercial District. The intention of the zone change is to form a larger commercial area aligning the zoning designation of the 200 block of Washington Street with the land-use recommendation of Menasha's Comprehensive Plan. Additionally, the zone change will help to minimize potential future land-use conflicts associated with an industrial and commercial zoning mix.

The properties included within this rezoning request contain an active automobile service station, vacant/unoccupied office building, and a vacant/unoccupied former gas station. Adjacent land uses in the immediate vicinity include a historic mixed-use building (antique restoration and upper floor housing) and a future restaurant to the north, general warehousing to the west, and church/religious institution uses to the east and south.

The State of Wisconsin requires municipalities to make decisions regarding land use classifications that "further or do not contradict" their comprehensive plan. The City of Menasha Comprehensive Plan classifies the properties on the east side of Washington Street as *Mixed-Use Commercial Core* and the west side of Washington Street as *Community Commercial*. The rezoning of these three properties from the I-2 General Industrial District to the C-1 General Commercial District will allow for an array of commercial, residential and mixed-uses that fit the intended future land use classifications within the comprehensive plan. The proposed rezoning will not create any use nonconformities that do not already exist and will not create any lot non-conformities in regard to lot sizes or dimensions.

This past November the City was petitioned by the property owners of 217 Washington Street for a rezoning from I-2 District to C-1 District, which was approved by the Common Council. At that time staff indicated that they would be contacting the property owners of the three adjacent properties in the Washington Street corridor to discuss changing their zoning as well. Staff reached out to them and was only contacted by the owner of 216 Washington, who does not object to the zone change.

Staff recommends approval of the rezoning of 216, 221, and 222 Washington Street from the I-2 General Industrial District to the C-1 General Commercial District based on the interpretation that the intended zone change will further the goals and objectives set forth in the City of Menasha Comprehensive Plan. Additionally, the change in zoning will not create any nonconformity in regard to existing land uses or dimensional regulations.



ORDINANCE O-2-17

AN ORDINANCE AMENDING TITLE 13, BY MAKING CERTAIN CHANGES TO THE DISTRICT

- (216 Washington Street, Parcel #3-00566-00)
- (221 Washington Street, Parcel #3-00530-00)
- (222 Washington Street, Parcel #3-00571-00)

INTRODUCED BY ALD. NICHOLS ON THE RECOMMENDATION OF THE PLAN COMMISSION.

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

SECTION 1: The Zoning Ordinance Title 13 and Zoning District made a part thereof is hereby amended by changing the following properties from I-2 General Industrial District to C-1 General Commercial District, described as follows:

216 Washington Street, Parcel #3-00566-00 SUB OF PARTS OF LOTS 2 & 3 IN SEC 22 T20N R17E PART OF LOT 3 DESC V593 P213, R.O.D., EXCEPT THAT PART OF LOT 3 DESC IN DOC #1196594 R.O.D.;

221 Washington Street, Parcel #3-00530-00 TOWN OF THE ISLAND PLAT ALL THAT PART OF BLOCK B, MARKED RESERVED DESC IN V523 P212 R.O.D.;

222 Washington Street, Parcel #3-00571-00 SUB OF PARTS OF LOTS 2 & 3 IN SEC 22 T20N R17E BEING SELY 200' OF LOT 4 PER ASSESSOR'S MAP OF 1924 EXC THAT PRT DES IN DOC# 732069 R.O.D.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this \_\_\_\_ day of February, 2017.

Recommended by:	_____
Motion/Second:	_____
Vote:	_____
Pass/Fail:	_____
Requires:	<input type="checkbox"/> Majority Vote <input type="checkbox"/> 2/3 Vote

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

ATTEST:

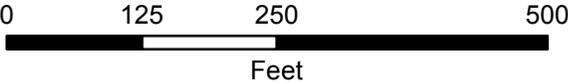
\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

# Proposed Rezoning from I-2 General Industrial District to C-1 General Commercial District



### Legend

 Proposed for Rezoning:  
Parcel ID# 3-00566-00,  
3-00530-00 and 3-00571-00





RESOLUTION R-03-17

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY

Introduced by Alderman Krautkramer

*WHEREAS*, the Common Council of the City of Menasha, Wisconsin, held a Public Hearing at the Council Chambers in the City Hall at 6:00 p.m. on February 20, 2017 for the purpose of hearing all interested persons regarding the listed improvements in the following area:

A. Improvements

1. Storm Sewer and Appurtenances
2. 8" Thick Concrete Pavement with Integral Curb and Gutter
3. Various Associated Items

B. Location of Improvements

1. 1324, 1327, 1427, 1429, 1431 & 1440 Province Terrace, 1981 & 2005 Midway Road and 1405 Oneida Street

*NOW, THEREFORE, BE IT RESOLVED* by the Common Council of the City of Menasha as follows:

1. That the report of the Board of Public Works pertaining to the construction of the described public improvements, including plans and specifications, is, therefore and hereby, reaffirmed.
2. That payment for said improvements be made by assessing the applicable costs to the property benefited as indicated in said report.
3. The schedule of assessments made under the police power, and the amounts assessed against each parcel, are true and correct and are hereby confirmed.
4. That the assessment for all projects included on said report is a single assessment.
5. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.
6. The City Clerk is directed to publish this resolution in the Official Newspaper of the City.
7. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can, with diligence, be ascertained.



Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

Recommended by: _____
Motion/Second: _____
Vote: _____
Pass/Fail: _____
Requires:    __ Majority Vote __ 2/3 Vote

\_\_\_\_\_  
Donald Merkes, Mayor  
ATTEST:

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

# Department of Public Works

## Special Assessment Report

Province Terrace

February 13, 2017

The City of Menasha has completed final design for street improvements on Province Terrace from Province Link to Midway Road. The street improvements consist of street and base pulverizing, street excavation, pavement under drains, utility adjustments, new concrete pavement, restoration of terraces, and associated items.

The total estimated cost of the proposed improvements that are assessable is \$332,287.19 including engineering and administration costs. The proposed improvements constitute an exercise of police powers and the properties against which these assessments are proposed benefit from these improvements.

Attached is a schedule of the proposed assessments for each affected property. Properties included in the proposed assessment area include:

1. Parcel Nos. 70005217, 70005302, 70005003, 70005002, 70005005, 70005214, 70005004, 70005001, 70005215

Attachment

Special Assessments - Province Terrace (Preliminary) 1\_20\_2017

Parcel No.	Parcel Address Contract Unit 2017-01	Parcel Owner	Parcel Owner Address	Parcel Owner City	Parcel Owner State	Parcel Owner Zip	Parcel Description	Assessable Items	Estimated Unit Cost	Assessable Frontage (feet)	Total Assessments
70005217	1324 Province Terrace	BFT Investments LLP	6130 N. Richmond Street	Appleton	WI	54913	LOT 2 CSM 3547 (DOC 508991) BEING PART OF LOT 2 CSM 3247 AND PART OF LOT 4 CSM 2989	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	341.67 341.67 341.67	\$32,462.07 \$6,337.98 \$3,881.37 Total = \$42,681.42
70005302	1327 Province Terrace	Todd E. Nennig	N6000 Timberline Drive	Sherwood	WI	54169	SEC. 7 T20N R18E LOT 2 CSM 1872 REC IN VOL 13 PG 202 R.O.D.	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	424.02 424.02 424.02	\$40,286.14 \$7,865.57 \$4,816.87 Total = \$52,968.58
70005003	1427 Province Terrace	Province LLC	1209 Bobby Court	Appleton	WI	54915	LOT 2 CSM 3184	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	216.48 216.48 216.48	\$20,567.76 \$4,015.70 \$2,459.21 Total = \$27,042.67
70005002	1429 Province Terrace	Thompson and Associates, LLC	1429 Province Terrace	Menasha	WI	54952	SEC 7 T20N R18E LOT 2 CSM 1873 REC AS DOC 255041, EXCEPT THAT PART NOW IN LOT 1 CSM 2495 REC AS DOC 339201 CALUMET CO R.O.D. NOW DESCRIBED AS LOT 1 CSM 3184	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	174.64 174.64 174.64	\$16,592.55 \$3,239.57 \$1,983.91 Total = \$21,816.03
70005005	1431 Province Terrace	De Pas Holdings LLC	1431 Province Terrace	Menasha	WI	54952	SEC 7 T20N R18E LOT 1 CSM 2495 REC AS DOC 339201 CALUMET CO R.O.D.	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	206.39 206.39 206.39	\$19,609.11 \$3,828.53 \$2,344.59 Total = \$25,782.23
70005001	2005 Midway Road	TheDACare	122 E. College Avenue	Appleton	WI	54912	SEC 7 T20N R18E LOT 1 CSM 1873 IN V13 P205 CALUMET CO R.O.D.	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	340.50 340.50 340.50	\$32,350.91 \$6,316.28 \$3,868.08 Total = \$42,535.27
70005215	1355 Oneida Street Former Address - 1405 Oneida Street	CHIFEST Properties Menasha LLC	237 2nd Avenue S	Onalaska	WI	54650	LOT 1 CSM 3548 (DOC 508992) BEING ALL OF LOT 1 & PART OF LOT 2 CSM 3247, PART OF LOT 4 CSM 2989, AND VACATED MIDWAY CROSSING	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	573.95 573.95 573.95	\$54,530.99 \$10,646.77 \$6,520.07 Total (See note below)= \$71,697.83
70005214	1440 Province Terrace	BFT Investments LLP	6130 Richmond Street	Appleton	WI	54913	LOT 3 CSM 3548 (DOC 508992) BEING ALL OF LOT 1 & PART OF LOT 2 CSM 3247, PART OF LOT 4 CSM 2989, AND VACATED MIDWAY CROSSING	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	178.92 178.92 178.92	\$16,999.19 \$3,318.97 \$2,032.53 Total (See note below)= \$22,350.69
70005004	1981 Midway Road	Del Rey Properties a Wisconsin Limited Liability Co.	N1243 Bobwhite Drive	Greenville	WI	54942	SEC 7 T20N R18E LOT 1 CSM 1939 REC IN V14 P6 OF SURVEYS CALUMET CO R.O.D.	8" Concrete Pavement w/ Integral Curb and Gutter Storm Sewer, Base Course Preparation, Restoration Engineering, Admin., etc.	\$95.01 \$18.55 \$11.36	203.43 203.43 203.43	\$19,327.88 \$3,773.63 \$2,310.96 Total (See note below)= \$25,412.47

**Grand Total (Assessable)** \$332,287.19

Note: Assessment to be paid according to existing Development Agreement Dated August 15, 2005

**From:** Jamin and Kara Homan [<mailto:jaminandkara@hotmail.com>]

**Sent:** Tuesday, February 07, 2017 12:56 PM

**To:** Don Merkes; Debbie Galeazzi; Kevin Englebert; David Buck

**Subject:** Resignation from Board of Appeals

Debbie & Mayor Merkes:

I understand I have been appointed to the City of Menasha Plan Commission (as of last night's Common Council Meeting), and plan to be sworn in prior to today's plan commission meeting. This email serves as my resignation from the City of Menasha Board of Appeals. I feel it would be a conflict of interest to serve on both bodies as at times the BOA hears cases that are recommended or appealed from decisions made by the Plan Commission (in addition to their other duties).

Sincerely,

Kara Homan

377 Winnebago Ave

Menasha, WI 54952



Main Street, Menasha

