

**CITY OF MENASHA
COMMON COUNCIL
First Floor Conference Room
100 Main Street
Monday, February 17, 2020
6:00 PM
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PUBLIC HEARING

1. Proposed repeal and replace to Title 13, Chapter 1, Article G, Section 13-1-88 of the Menasha Code of Ordinances pertaining to fences.

E. REPORT OF DEPARTMENT OFFICERS/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 Public Works, 2/3/2020
- b. Board of Heath, 12/12/2019
- c. Committee on Aging, 1/9/2020
- d. Housing Authority, 1/27/2020
- e. Plan Commission, 2/4/2020
- f. Redevelopment Authority, 2/4/2020
- g. Water and Light Commission, 1/29/2020

Communications:

- h. PC Styka Memo, 2/4/2020; Flood Insurance Information
- i. WI DHS, 2/7/2020; City of Menasha Health Department Recognition
- j. DPW Alix Memo, 2/12/2020; Public Works Facility Construction Project

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

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

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, 2/3/2020

Board of Public Works, 2/3/2020, Recommends Approval of:

2. 2020 Water Main Reconstruction Contract A – Ninth, Seventh and State Street
3. 2020 Water Main Reconstruction Contract B – Lake Road East
4. 2020 Water Main Reconstruction Contract C – Lake Road East Connection
5. Public Works Facility Project Contracts with the Wash Bay and Infrared Heat as outlined in the accompanying documentation with the use of the Stormwater Utility Fund and City Garage Fund to cover the funding shortfall.

Plan Commission, 2/4/2020, Recommends Approval of:

6. Certified Survey Map as proposed for the lot line adjustment and lot consolidation of 334 Winnebago Avenue and 342 Winnebago Avenue (Parcel #3-00525-00 and 3-0009-00) with the following condition:
 - a. The Community Development Member signature line is changed to signature lines for Mayor and City Clerk.
7. Certified Survey Map as proposed dividing 730 Lake Park Road into two parcels (#7-01700-06) with the following conditions:
 - a. The CSM includes the parent parcel in the legal description and map.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 2/5/20-2/13/20 in the amount of \$5,902,777.92
2. Beverage Operators License Applications for the 2019-2021 licensing period.
3. Development Agreement between the City of Menasha and RF Development Group for the development of the former Brin property.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. O-3-20 An Ordinance Amending Title 13, Chapter 1, Article G, of the Code of Ordinances (Fences) Introduced by Alderman Ropella

L. APPOINTMENTS

1. Mayor's Reappointment of Bernice Kohanski to the Committee on Aging for the term 2/3/2020-2/1/2023.

M. CLAIMS AGAINST THE CITY

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

O. ADJOURNMENT

MEETING NOTICE
Monday, March 2, 2020
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

CITY OF MENASHA
BOARD OF PUBLIC WORKS
First Floor Conference Room
100 Main Street, Menasha
February 3, 2020
MINUTES

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Langdon at 6:42 p.m.

B. ROLL CALL

PRESENT: Aldermen Stan Sevenich, Mark Langdon, Ann Schmidt, Ted Grade, Randy Ropella, Rebecca Nichols, James Taylor

ABSENT: Alderman Tom Grade

ALSO PRESENT: Mayor Merkes, Neenah CA Jim Godlewski, PC Styka, FC Kloehn, DPW Alix, FD Sassman, PHD McKenney, PRD Tungate, DDE Gordon, Clerk Galeazzi

DEPT HEAD EXCUSED: CDD Schroeder

C. MINUTES TO APPROVE

1. January 20, 2020

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Election of Officers

Vice-Chairman Langdon opened the floor for nomination for Chairman.

Moved by Ald. Nichols seconded by Ald. Taylor to nominate Ald. Langdon for Chairman.

No other nominations were stated.

Moved by Ald. Sevenich seconded by Ald. Nichols to cast unanimous ballot for Ald. Langdon for Chairman.

Moved by Ald. Ropella seconded by Ald. Ted Grade to nominate Ald. Taylor for Vice-Chairman.

No other nominations were stated.

Moved by Ald. Sevenich seconded by Ald. Ted Grade to cast unanimous ballot for Ald. Taylor for Vice-Chairman.

2. 2020 Water Main Reconstruction Contract A – Ninth, Seventh and State Street.

3. 2020 Water Main Reconstruction Contract B – Lake Road East

4. 2020 Water Main Reconstruction Contract C – Lake Road East Connection

Adam Smith, Water Utility Manager, explained the contracts for water main reconstruction on the different streets. The project was broken into three contracts for budget purposes. He stated the Utility Commission recommends approval and the project is within budget.

Moved by Ald. Sevenich seconded by Ald. Ted Grade to recommend to Common Council approval of 2020 Water Main Reconstruction Contract A-Ninth, Seventh and State Street;

2020 Water Main Reconstruction Contract B-Lake Road East; 2020 Water Main Reconstruction Contract C-Lake Road East Connection.

General discussion ensued on the project's impact to Willow Lane since Willow Lane has not been completed, timeline of the project, and notification to residents on what to expect during the reconstruction period.

Motion carried on voice vote 7-0.

5. Public Works Facility Project Contracts

DPW Alix provided information on the Public Works Facility project. He explained the proposal to move forward with the construction of a new Public Works Facility. He stated bids came in a little over budget. DPW Alix explained the recommendations to cover the shortfall.

Moved by Ald. Taylor seconded by Ald. Ropella to recommend to Common Council approval of Public Works Facility project contracts.

General discussion ensued on:

- Cost of items not included in the original plans;
- Recommended amount for the contingency fund;
- Options to fund the shortfall;
- Timeline of events;
- RDA involvement;
- Interim financing and USDA loan

Moved by Ald. Taylor seconded by Ald. Sevenich to amend, recommend to Common Council approval of Public Works Facility project contracts with the Wash Bay and Infrared Heat as outlined in the accompanying documentation with the use of the Stormwater Utility Fund and City Garage Fund to cover the funding shortfall.

Motion on amendment carried on roll call 7-0.

Motion as amended carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Ted Grade to adjourn at 7:30 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA BOARD OF HEALTH

Minutes

December 12th, 2019

A. CALL TO ORDER

Meeting called to order at 8:35 AM by Candyce Rusin.

B. ROLL CALL

Present: Nancy McKenney, Dr. Teresa Rudolph, Candyce Rusin, Kristene Stacker

Staff Present: Mary Fritz, Meghan Pauly, Kristine Jacobsen, Claire Opsteen, Todd Drew, Kortney Dahm, Linda Palmbach

C. MINUTES TO APPROVE

Kristene Stacker moved to approve the October, 2019 minutes, seconded by Nancy McKenney, motion passed

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Administrative

a. Health Department Budgets and Contract

- i. Discussion-State of Wisconsin 2019 Senate Bill 442: The bill specifies that the term “smoking” includes inhaling or exhaling vapor from a vapor product and is included in the prohibition in indoor locations; defines vapor product; and is a vapor product whether or not it contains nicotine. Kristene Stacker motioned to approve support for SB 442, second by Candyce Rusin. Motion passed.
- ii. Contract Updates – Nancy McKenney reported on Budget and Contract updates and DHS allocations to date for 2020. Discussion on grant funding opportunity-Menasha Health Department. Winnebago County had requested we collaborate on the Injection Drug Use Prevention and Treatment grant, however they determined the grant was more focused on medication assisted treatment, so it was decided not to apply.
- iii. The Health Department, Community Development, Habitat for Humanity, Utilities, Partnership Community Health Center, the Mayor, and interested citizens are meeting with Elizabeth Truslow-Evans, from the Division of Public Health to discuss a new Lead Safe Homes Program.
- iv. There will be an Increase in Health Screening 60+ and Senior Center grant allocations.
- v. United Way Greater Milwaukee and Waukesha County notified us that a donor designated funds to *Menasha Healthy Smiles*.
- vi. The Department of Health Services, Division of Public Health has notified local health departments of a forecasted funding opportunity (Overdose Data to Action Program). The request for application should be released in January of 2020.

b. *Community Health Assessment*: No Report

c. *Academic Affiliation Updates*:

- i. University of Wisconsin Oshkosh – Kristine Jacobsen is working with Katie DeWane, RN, UWO DNP student and Partnership Community Health Center on the Lead Free by Delivery grant.

2. **Employee Safety**: Todd Drew reported regular safety meetings were conducted. Fit testing was completed for 20 City of Menasha Employees. Several safety items were purchased from CIVMIC grant funding.

Sealer of Weights and Measures: Inspections completed on Menasha Convenience Stores.

Environmental Health: Todd Drew noted that a mercury case was reported.

Health Screening 60+: Meghan Pauly reported program dates have been set for 2020.

3. **Prevention**: No Report

4. **School Health Aides**: No Report

5. **School Surveillance**: Mary Fritz reported school absences remain low.

6. **Communicable Disease**: Linda Palmbach and Kortney Dahm reported on monthly communicable disease.

7. **Lead Free by Delivery**: No Report

8. **Lead Prevention**: No Report

9. **Maternal and Child Health:** Kristine Jacobson discussed the City of Menasha Breast Feeding Friendly policy.
10. **Dental Sealants:** Claire Opsteen reported fall screenings for the Menasha Joint School District have been completed. Kristine Jacobson and Claire Opsteen attended Healthy Smile Conference in November.
11. **Public Health Emergency Response to Opioid Crisis** – Nancy McKenney reported on Response to Opioid Crisis grant which ended November 30, 2019.
12. **Emergency Preparedness:** No Report.
13. **Twenty Four/Seven:** No Report
14. **Senior Center:** Nancy McKenney reported City of Menasha is planning to operate the Senior Center effective February 1, 2020. The YMCA will continue to hold exercise programs.

E. ACTION ITEMS

1. **Policy and Procedures were reviewed by Board of Health** – Dental policies were reviewed.

F. HELD OVER BUSINESS

None

G. ADJOURNMENT

Kristene Stacker moved to adjourn the meeting at 9:45, seconded by Dr. Teresa Rudolph. The motion passed.

The next meeting will be on Friday January 10, 2020 at 8:00 a.m. Menasha Health Department 100 Main Street, Suite 100 Menasha, WI.

CITY OF MENASHA
COMMITTEE ON AGING
January 9th, 2020
Minutes

A. Meeting called to order at 1:18 PM.

B. ROLL CALL: Present: Nancy McKenney, Beatrice Kohanski, Brenda Marks, Pat Irwin, Cheryl Richard, and Tom Stoffel
Excused: Joyce Klundt

Guests: Meghan Pauly, Kristine Jacobsen, Chloe Hansen-Dunn, Megan Sackett, and Lori Walbrun

C. MINUTES TO BE APPROVED: Brenda Marks moved to approve the November 8th, 2019 minutes, seconded by Beatrice Kohanski. Motion passed.

E CORRESPONDENCE: A contract with the YMCA has been drafted to provide program operations through January 31st, 2020. Another contract has been drafted for the YMCA to be a provider of exercises starting on February 1st, 2020.

F. REPORT OF DEPT HEADS/STAFF/CONSULTANTS:

Senior Center: Cheryl Richard reports the numbers for November 2019. She reports that there were 1,600 visits with 681 people. Cheryl is currently organizing inventory lists and starting to pack up YMCA belongings. Cheryl states that she wants the transition to be smooth. She reports that she is meeting with the YMCA on January 28th, for a transition meeting.

Public Health and Health Screening 60+ Grant: Nancy McKenney introduced Megan Sackett, Chloe Hansen-Dunn, and Lori Walbrun. The Committee introduced themselves. Megan and Chloe provided their backgrounds. Meghan Pauly stated that 34 people attended 60+ grant programs with 34 services provided. Meghan is still looking for ideas for the Lunch and Learns for 2020, please submit to Meghan. Meghan also discussed that Stepping On will be starting on February 25th, 2020. Meghan states that she will be attending Mind Over Matter training in June.

Policies and Procedures Discussion:

G. NEW BUSINESS: Brynn Ceman (Winnebago County ADRC Director) will meet with the City of Menasha Committee on Aging for the February 14th, 2020 meeting.

H. HELD OVER BUSINESS:

No report. Safety Manual: UW-Oshkosh BSN students will be working on the Safety Manual as part of their project.

Rentals: Lori Walbrun reviewed the new rental agreement and fees. The Committee agreed to pass a draft form of the agreement so that the Park and Rec could start renting the facility out.

I. ADJOURNMENT: Brenda Marks moved to adjourn the meeting, seconded by Beatrice Kohanski. Motion passed.

The next meeting will be held on Friday, February 14th, 2020 at 1:00pm at the Menasha Health Department on 100 Main Street Menasha, WI.

CITY OF MENASHA
Housing Authority
Company E Room, Lower Level
Menasha Public Library, 440 First Street
January 27, 2020
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 4:30 p.m. by Chair Haase.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Commissioners Larry Haase, Mike Keehan, Christine Kaup, Frank Haffner.

MEMBERS EXCUSED/ABSENT: Commissioner Arnie Collier.

OTHERS PRESENT: CDD Schroeder, PP Stephenson, Mayor Merkes, Brandon and Judy Ketchum (SNM Applicant), and Aaron LeRoy (SNM Application)

C. MINUTES TO APPROVE

1. **Minutes of the October 28, 2019 Housing Authority Meeting**

Motion by Comm. Keehan, seconded by Comm. Haffner to approve the October 28, 2019 Housing Authority meeting minutes. The motion carried.

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

Five (5) minute time limit for each person.

1. Judy Ketchum thanked the Housing Authority and the City Council for creating this program that allows them to invest in their home in Menasha.

E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. CDD Schroeder and PP Stephenson gave a background of the Strong Neighborhoods Menasha Program. Discussion and questions ensued regarding the program:
- a. Summary of the Program
 - b. Marketing the Program
 - c. Common Council Support
 - d. Funding
 - e. Application Process
 - f. Review Process - Rubric

F. ACTION/DISCUSSION ITEMS

1. **Review of Strong Neighborhoods Housing Applicants**

a. **MR2020-01: Interior Remodel and Exterior Masonry Repair**

PP Stephenson provided a summary of the project including the remodeling of two bathrooms and the exterior repair of the chimney for a total project cost of \$33,226.

Motion by Comm. Keehan, seconded by Comm. Haffner to approve application MR2020-01 as presented awarding a forgivable loan in the amount of \$15,000 with the following conditions:

1. The applicant finances the remainder of the project with private funds.
2. The applicant submits paid invoices and receipts to the Community Development Department for all work completed for this project.
3. All applicable building permits are acquired before construction begins.

The motion carried.

b. **MR2020-02: Interior Remodel**

PP Stephenson provided a summary of the project including the renovation of the kitchen and removal of one wall for a total project cost of \$24,369.20.

Motion by Comm. Keehan, seconded by Comm. Kaup to approve application MR2020-02 as presented awarding a forgivable loan in the amount of \$15,000 with the following conditions:

1. The applicant finances the remainder of the project with private funds.
2. The applicant submits paid invoices and receipts to the Community Development Department for all work completed for this project.
3. All applicable building permits are acquired before construction begins.

The motion carried.

c. MR2020-03: Replace Roof and Windows

PP Stephenson provided a summary of the project including the replacement of the roof and the replacement a 6 windows in the home for a total project cost of \$16,552.00.

Motion by Comm. Keehan, seconded by Comm. Haffner to approve application MR2020-03 as presented awarding a forgivable loan in the amount of \$9,960 with the following conditions:

1. The applicant finances the remainder of the project with private funds.
2. The applicant submits paid invoices and receipts to the Community Development Department for all work completed for this project.
3. All applicable building permits are acquired before construction begins.

The motion carried.

2. Set Next Meeting

The next standard scheduled meeting date is scheduled for April 27, 2020. The Authority questioned whether or not the group needed to meet more frequently with the new enacted program. Staff stated that we would weigh the applications with the schedule and follow back up.

G. ADJOURNMENT

Motion by Comm. Keehan, seconded by Comm. Haffner to adjourn at 5:11 p.m. The motion carried.

Minutes respectfully submitted by CDD Schroeder.

CITY OF MENASHA
Plan Commission
Menasha City Center, Room 133 – 100 Main Street
February 4, 2020
DRAFT MINUTES

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Alderperson Rebecca Nichols, and Commissioners Cruickshank, Sturm and Benner.

PLAN COMMISSION MEMBERS EXCUSED: DPW Alex, and Commissioner Homan.

OTHERS PRESENT: CDD Schroeder, PP Stephenson, CDC Heim, and DDPW Gordon.

C. PUBLIC HEARING

There were no public comments.

D. MINUTES TO APPROVE

1. Minutes of January 7, 2020 Plan Commission Meeting

A motion was made by Comm. Cruickshank to approve the minutes of January 7th, 2020 Plan Commission Meeting. The motion was seconded by Comm. Benner. The motion carried.

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

Five (5) minute time limit for each person

No public comments at this time.

F. DISCUSSION / ACTION ITEMS

1. Certified Survey Map – 342 and 334 Winnebago Avenue – Lot Line Adjustment and Consolidation

CDC Heim gave a background on the lot line adjustment and consolidation for 342 and 334 Winnebago Ave.

The Plan Commission briefly discussed the CSM with the following being discussed:

- Purpose of the CSM.

A motion was made by Comm. Benner to recommend approval of the Certified Survey Map as proposed for the lot line adjustment and lot consolidation of 334 Winnebago Avenue and 342 Winnebago Avenue (Parcel #3-00525-00 and 3-0009-00) with the following condition:

- The Community Development Member signature line is changed to signature lines for Mayor and City Clerk.

The motion was seconded by Alderperson Nichols. The motion carried.

2. Certified Survey Map – Part of 730 Lake Park Road – Lot Creation

PP Stephenson explained the proposed CSM creating a lot as part of 730 Lake Park Road and provided the background of previously approved surveys.

The Plan Commission entered into a conversation on the CSM and discussed the following:

- Location of the CSM in relation to the parent parcel.
- The need to see the parent parcel on the CSM.
- Plans for the newly created parcel.

Comm. Sturm made a motion to recommend approval of the Certified Survey Map as proposed dividing 730 Lake Park Road into two parcels (#7-01700-06) with the following conditions:

- The CSM includes the parent parcel in the legal description and map.

The motion was seconded by Comm. Cruickshank. The motion carried.

3. Ordinance – Repeal and Replace to Title 13 – Zoning Code, Chapter 1 (Fences)

PP Stephenson gave a background on the fence ordinance update.

The Plan Commission entered into a conversation with the following being discussed:

- Clarification on the use of barbed wire or other security fencing.
- How tall a rear yard fence should be.
- The implications of a request for variance, regarding fence height and location.
- When a fence should require a permit.
- Regulations for fencing in neighboring communities.
- Allowed fence materials.

A motion was made by Mayor Merkes to recommend approval of the presented draft Ordinance to the Common Council, repealing and replacing Title 13, Chapter 1, Article G, SEC 13-1-88 of the Code of Ordinances of the City of Menasha.

The motion was seconded by Comm. Benner.

Comm. Benner made a motion to amend the original motion and change Section (d) (2) to read:

“Fences in residential-zoned districts or residentially used properties shall not exceed six feet (6’) in height except those fences in a residential district abutting a commercial or industrial district may have a fence of up to eight feet (8’) in height along the abutting side.”

The motion was seconded by Alderperson Nichols. The motion carried on roll call 4 to 0.

Comm. Sturm made a motion to amend the original motion and remove galvanized or coated chain link fences from section (e)(2).

The motion was seconded by Alderperson Nichols. The motion failed on roll call vote, 3 to 1, with Comm. Sturm voting yes.

Alderperson Nichols made a motion to amend the original motion to require permits for all fencing.

The motion was seconded by Comm. Sturm. The motion failed on roll call vote 4 to 0 with all members voting no.

The original motion carried.

4. Façade Discussion

The Plan Commission discussed this briefly and the item will return on the next Plan Commission meeting.

G. COMMUNICATION

1. Set Next Meeting

The next meeting was set for March 3rd at 3:30 PM.

H. ADJOURNMENT

A motion was made by Comm. Benner to adjourn the meeting at 5:11 PM. The motion was seconded by Comm. Sturm. The motion carried.

Minutes respectfully submitted by PP Stephenson.

**CITY OF MENASHA
Redevelopment Authority
Menasha City Center
100 Main Street, Menasha**

**February 4th, 2020
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by Chairperson Kim Vanderhyden at 5:16 PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Alderperson Nichols, Matt Vanderlinden, Bob Stevens, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Shane Correll

OTHERS PRESENT: CDD Schroeder, PP Stephenson, Tom Klister (FORE Real Estate), and Dan O'Connell (OMNNI).

C. PUBLIC HEARING

No public comments at this time.

D. MINUTES TO APPROVE

1. Minutes of the January 7, 2020 Redevelopment Authority Meeting

Alderperson Nichols made a motion to approve the minutes of the January 7th, 2020 Redevelopment Authority meeting. The motion was seconded by Comm. Popp. The motion carried.

**E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)**

Tom Klister (FORE Real Estate) verbally presented to the RDA the preliminary plans for Lots 3 and 4 of Lake Park Villas.

F. DISCUSSION / ACTION ITEMS

1. Limited English Proficiency Policy Statement

CDD Schroeder explained the Limited English Proficiency Policy to the RDA.

A motion was made by Alderperson Nichols to adopt the LEP policy for the Redevelopment Authority. The motion was seconded by Comm. Popp. The motion carried.

2. Lake Park Villas Lots 3 and 4 – FORE Real Estate Holdings, LLC – Update

Tom Klister gave additional background passed around imagery of the proposed development for independent living facilities. The preliminary proposal included (3) – three story buildings with underground parking.

The Redevelopment Authority entered into a conversation with the following being discussed:

- Use of the property
- How tall the buildings would be.
- Building proposal on lot 4 abutting the pond and single family homes
- Potential for expansion or repositioning of the buildings to better accommodate the space and aesthetics of the area.
- Addressing for the new units.

No action was taken but the RDA felt that the proposed facility was a good use for the property and agreed with the majority of the developer's vision.

3. Banta/RR Donnelley Property – 460 Ahnaip Street

a. Environmental Overview (OMNNI)

Dan O'Connell (Omni) gave a presentation regarding the environmental findings for the Banta facility and adjacent peninsula. The adjacent peninsula site had favorable findings, with fewer than expected environmental issues. The RDA anticipates working with OMNNI and the Wisconsin DNR to obtain case closure on portions of the site.

b. General Discussion/Update

CDD Schroeder gave an update on the Banta Property and adjacent canal/development. Indicating that the City Parks Department would like to continue to work with the RDA to move forward on the canal project. In addition, the timeline for the DOT demolition of the Banta facility which has been delayed due to state review to whereas they are requesting the RDA to extend the Temporary Limited Easement.

The RDA entered into a conversation with the following being discussed:

- Acquisition of the Lawson Canal.
- Water rights associated with the canal.
- Vision for the Banta Property.
- Keeping the 4 story building versus demolishing it.

The RDA gave staff direction to move forward with acquiring the Lawson Canal.

4. Set Next Meeting

The next meeting was set for March 3rd at 5:15 PM.

G. ADJOURNMENT

Comm. Popp made a motion to adjourn the meeting at 6:57 PM. The motion was seconded by Comm. Stevens. The motion carried.

Minutes respectfully submitted by PP Stephenson.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

January 29, 2020

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:02 a.m., with Commissioners Roy Kordus, Don Merkes, and Antoine Tines present on roll call. Also present were Melanie Krause, General Manager; Adam Smith, Water Utility Manager; Kristin Hubertus, Finance Manager; David Christensen, Electric Manager; Ethan Vanderpoel, Engineering Technician; John Teale, Technical Services Engineer; and Dawn Lucier, Administrative and Accounting Assistant.

Commissioner Turchan was excused.

With the absence of Commissioner Turchan, Commissioner Tines was appointed 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 made by Comm. Kordus, seconded by Comm. Merkes, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of December 18, 2019.
- B. Approve and warrant payments summarized by checks dated December 18, 2019 & January 2-29, 2020, which includes Net Payroll Voucher Checks, Void O & M check #507949, and Operation and Maintenance Voucher Checks for a total of \$1,535,416.37, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- C. Correspondence as listed:
 - Copy of letter dated December 16, 2019 from the State of Wisconsin Department of Natural Resources RE: Water system facilities plan and specification approval.
 - Copy of the November 2019 bill insert sent to customers.
 - Copy of the December 2019 bill insert sent to customers.
 - Copy of Focus on Energy Utility Incentives and Savings summary for Menasha Electric & Water Utilities for 2019.
 - Copy of MEUW's membership benefits informational sheet.
 - Copy of letter dated December 17 from Double Portion Soup Kitchen and Pantry RE: Thank you.
 - Copy of letter dated December 19 from St. Joseph Food Program RE: Thank you.
 - Copy of card from Cornerstone Church Food Pantry RE: Thank you.
 - Copy of letter from the Greater Fox Cities Area Habitat for Humanity Re: Thank you.
 - Copy of January 2020 MU Employee Newsletter.

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

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes.

Steve Grenell, Engineering Manager, and Paula Maurer, Customer Service Manager, arrived at 8:04 a.m.

Item VI. Unfinished Business, Intake/Basin Project – A telephone conference, with the DNR, took place to discuss the intake study with the new coordinator. Another meeting is scheduled for February 13th.

Lead/Copper Testing, Lead Exceedance Plan – Staff is continuing to collect data from the pipe rig and are updating the sample site list. Preparations are being made for possible revisions to the lead and copper rule.

Tayco Substation Bushing – The return of the transformer is still expected to be in May.

Item VII. New Business, 2020 Water Main Reconstruction Project Bid Opening – The bid opening held on January 9, 2020, was separated into 3 contracts.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to award Contract A – Ninth, Seventh and State Street of the 2020 Water Main Reconstruction Project to Donald Hietpas & Sons, Inc., in the amount of \$671,785. The Commission also recommended the Board of Public Works approve and award this bid to Donald Hietpas & Sons, Inc., and forward it to the Common Council for approval.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to award Contract B – Lake Road East of the 2020 Water Main Reconstruction Project to PTS Contractors, Inc., in the amount of \$225,405. The Commission also recommended the Board of Public Works approve and award this bid to PTS Contractors, Inc., and forward it to the Common Council for approval.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to award Contract C – Lake Road East Connection of the 2020 Water Main Reconstruction Project to Superior Sewer and Water, Inc., in the amount of \$118,950. The Commission also recommended the Board of Public Works approve and award this bid to Superior Sewer and Water, Inc., and forward it to the Common Council for approval.

Racine Street Bridge Bid Opening – The bid opening on January 21, 2020 was broken into 8 contracts. There were only 4 bidders, with 3 contracts not receiving any bids. After going through the bids, looking at all the exclusions and exceptions, staff does not have any recommendations at this time. Moving forward, staff will obtain clarification from the existing bidders, and work with the DOT on options.

Substation Technician, Paul Fane, arrived at 8:20 a.m.

Collection Process – An outline of updates made to the collection process was included in the packet and discussed in detail. Commissioner Merkes asked to have the Utility work with the City on criteria for tax roll additions.

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

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 – Staff is working on replacing the #1 High Lift service pump; five lead services were replaced; and chemical feeders are being rebuilt.

Electric Projects – Work has begun on the Tayco Substation breaker replacement drawings; We Energies has been contacted regarding the acquisitions on Appleton Street; line replacement projects have started on First and Second Street; and crews are working on the Melissa Substation upgrade.

Melissa Substation – Paul Fane gave a presentation on the Melissa Substation upgrade. The substation is tentatively scheduled to be back in service by the end of March.

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

Item X. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimous to adjourn at 8:58 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.



To: Member of the Common Council

From: Tim Styka, Police Chief

Date: February 4, 2020

RE: Flood Insurance Information

Last week I attended a meeting regarding high water in the lakes and rivers in Winnebago County. As part of the meeting Emergency Management Director Linda Kollmann presented information on flood insurance. I found the information to be insightful and believe this is something we should share with our community members.

Important information on flood insurance

- Homeowners and renters insurance [does not typically cover](#) flood damage.
- You can purchase flood insurance whether you are a home owner or are a renter.
- You can purchase flood insurance even if you don't live in a flood plain.
- More than 20 percent of flood claims come from properties [outside high-risk flood zones](#).
- Flood insurance can pay regardless of whether or not there is a Presidential Disaster Declaration.
- The cause of the flooding matters. Damage caused by a sewer backup is only covered by flood insurance if it's a direct result of flooding; the damage is not covered if the backup is caused by some other problem.
- Know the difference between flood insurance and water/sewer backup insurance. Talk to your insurance agent.
- It typically takes 30 days from the day you purchase flood insurance for the policy to go into effect. When purchasing a policy, ask your agent when coverage will start.
- National Flood Insurance Program (NFIP) policies can be purchased through thousands of insurance agents nationwide. The agent who helps you with your homeowners or renter's insurance may also be able to help you with purchasing flood insurance. Here is a list of participating agents: <https://www.floodsmart.gov/flood-insurance-provider>
- If your insurance agent does not sell flood insurance, you can contact the NFIP Help Center at [800-427-4661](tel:800-427-4661).

Tony Evers
Governor



DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Andrea Palm
Secretary

State of Wisconsin
Department of Health Services

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

February 7, 2020

Candyce Rusin, Chair
Menasha Board of Health
Menasha City Center
100 Main Street
Menasha, WI 54952

Dear Candyce Rusin:

The Department of Health Services (DHS) congratulates the City of Menasha Health Department for demonstrating the infrastructure and program capacity to be certified as a Level III Health Department. I am happy to report the Menasha Health Department provided all services required by statute and rule.

I want to acknowledge the work of the Menasha Health Department staff. Nancy McKenney, health officer, did an excellent job of providing quality evidence of meeting statutes and rules. I also appreciate the support of the Menasha Board of Health for maintaining a strong public health department. I am sure that with ongoing support, the Menasha Health Department will continue to protect and promote the health of the people in your jurisdiction.

Please work with Tara Vasby ((608) 266-7333, tara.vasby@dhs.wisconsin.gov) to schedule the presentation of your Certificate of Designation by myself, or another representative from the Division of Public Health, at a future county board, board of health, or health department meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeanne F. Ayers'.

Jeanne F. Ayers
State Health Officer
Division Administrator

c: Nancy McKenney, Health Officer
Don Merkes, Mayor, City of Menasha
Stan Sevenich, President, Menasha Common Council
Chris Culotta, Northeastern Regional Director



Memorandum

To: Common Council

From: Adam Alix, Director of Public Works
Corey Gordon Deputy Director of Engineering

Date: February 12, 2020

Re: Public Works Facility Construction Project

The Common Council is being asked to approve the construction of the new Public Works Facility at a total cost of \$11,438,157 as was outlined at the February 3, 2020 Board of Public Works meeting.

This approval will authorize the City to enter into agreements with Miron Construction Company for the building of the Public Works Facility as designed; Gene Frederickson Trucking & Excavating for the removal of the existing cold storage building and underground storage tanks; US Petroleum Equipment for the purchase and installation of the maintenance shop equipment; and the University of Wisconsin Milwaukee for the archaeological monitoring.

At this point we have not bid the above ground fuel tanks and fueling station. The anticipation is to bid this work this summer, because of its proposed location on the site, the fuel tanks and fueling station will need to be constructed after the majority of the facility has been constructed. In addition, bidding this work later in the construction process we are given the opportunity to see how construction costs are progressing. If at that point we feel there will be contingency money available we would propose including a canopy as part of the fueling station construction.

CITY OF MENASHA
COMMON COUNCIL
First Floor Conference Room
100 Main Street
Monday, February 3, 2020
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:06 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. PRESENT: Aldermen Stan Sevenich, Mark Langdon, Ann Schmidt, Ted Grade,
Randy Ropella, Rebecca Nichols, James Taylor

ABSENT: Alderman Tom Grade

ALSO PRESENT: Mayor Merkes, Neenah CA Jim Godlewski, PC Styka, FC Kloehn,
DPW Alix, FD Sassman, PHD McKenney, PRD Tungate, DDE Gordon, Clerk Galeazzi
DEPT HEAD EXCUSED: CDD Schroeder

D. PUBLIC HEARING

None

E. REPORT OF DEPARTMENT OFFICERS/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 Public Works, 1/20/2020
- b. Library Board, 1/28/2020
- c. Parks and Recreation Board, 1/14/2020
- d. NMFR Joint Finance & Personnel Committee, 1/28/2020
- e. NM Sewerage Commission, 12/17/2019
- f. Water and Light Commission, 12/18/2019

Communications:

- g. PHD McKenney, 1/30/2020, Fox Valley Health Emergency Response Coalition (HERC) – Todd Drew, RS, Menasha Health Department

Moved by Ald. Sevenich seconded by Ald. Ted Grade to receive minutes and communications a-g.
General discussion ensued on Fox Valley HERC (Comm. g).
Motion carried on voice vote.

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

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

Tim Jacobson, 732 Paris Street, Menasha. He commented on support of a new Public Works Facility.

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, 1/20/2020
2. Special Common Council, 1/20/2020

NMFR Joint Finance & Personnel, 1/28/2020 Recommends approval of:

3. Memorandum of Understanding for the Fire Response on Interstate 41 with Neenah-Menasha Fire Rescue, Town of Vinland Fire Department and Town of Neenah Fire Department
4. Combined Recruit Class Memorandum of Understanding between Neenah-Menasha Fire Rescue and Oshkosh Fire Department

Moved by Ald. Sevenich seconded by Ald. Langdon to approve Consent Agenda items 1-4.

Ald. Taylor requested to separate Consent Agenda items 3 & 4.

Motion to approve Consent Agenda items 1 & 2 carried on voice vote.

Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve Consent Agenda item 3, Memorandum of Understanding for the Fire Response on Interstate 41 with Neenah-Menasha Fire Rescue, Town of Vinland Fire Department and Town of Neenah Fire Department.

General discussion ensued on terms of the Memorandum of Understanding and responsibilities of other municipalities that are part of the MOU.

Motion carried on roll call 7-0.

Moved by Ald. Sevenich seconded by Ald. Langdon to approve Consent Agenda item 4, Combined Recruit Class Memorandum of Understanding between Neenah-Menasha Fire Rescue and Oshkosh Fire Department.

General discussion ensued on the benefits to join with Oshkosh Fire Department for training of new recruits.

Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 1/20/20-1/30/20 in the amount of \$1,188,994.22.

Moved by Ald. Nichols seconded by Ald. Ted Grade to approve accounts payable and payroll.

Motion carried on roll call 7-0.

2. Beverage Operators License Applications for the 2019-2021 licensing period.

Moved by Ald. Nichols seconded by Ald. Ted Grade to approve beverage operator's license application for the 2019-2021 licensing period as listed in memo 1/29/20.

Motion carried on roll call 7-0.

3. "Class A" Liquor License Application for PNB LLC, d/b/a Menasha Marathon, Nawaraj Subedi, agent for the premise at 209 Racine Street, Menasha for the 2019-2020 licensing year.

Moved by Ald. Nichols seconded by Ald. Ted Grade to approve Class A Liquor License Application for PNB LLC, d/b/a Menasha Marathon, Nawaraj Subedi, agent, for the premise at 209 Racine Street, Menasha for the 2019-2020 licensing year.

Motion carried on roll call 7-0.

J. HELD OVER BUSINESS

None

Ald. Sevenich requested to recess to Board of Public Works before acting on Item K-1, R-2-20, Resolution Authorizing the Interim Financing for the Construction of the City of Menasha Public Works Facility Building in the Amount of \$11,000,000.00. Introduced by Mayor Merkes.

Moved by Ald. Sevenich seconded by Ald. Langdon to recess to Board of Public Works at 6:33 p.m.

Motion carried on voice vote.

Reconvened at 7:32 p.m.

K. ORDINANCES AND RESOLUTIONS

1. R-2-20 Resolution Authorizing the Interim Financing for the Construction of the City of Menasha Public Works Facility Building in the Amount of \$11,000,000.00. Introduced by Mayor Merkes. Moved by Ald. Sevenich seconded by Ald. Langdon to approve R-2-20 Resolution Authorizing the Interim Financing for the Construction of the City of Menasha Public Works Facility Building in the Amount of \$11,000,000.00. Introduced by Mayor Merkes.
General discussion ensued on the borrowing as interim financing for construction of Public Works Facility.
Motion carried on roll call 7-0.

L. APPOINTMENTS

1. Mayor's Reappointment of Tom Stoffel to the Committee on Aging for the term 2/3/2020 – 2/1/2023.
Moved by Ald. Taylor seconded by Ald. Langdon to approve Mayor's reappointment of Tom Stoffel to the Committee on Aging.
Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Langdon to adjourn at 7:37 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk



MEMORANDUM

Date: February 17, 2020

To: Common Council

From: Community Development Department/KH

RE: **CSM Lot Line Adjustment and Lot Consolidation – 334 Winnebago Avenue (#3-00525-00) and 342 Winnebago Avenue (#3-00099-00)**

Keith and Jennifer Haack, owners of 334 Winnebago Avenue, along with Doctors with Borders, LLC, owners of 342 Winnebago Avenue, request approval of a Certified Survey Map (CSM). The CSM will adjust the north/south lot line of the properties twenty-two (22) feet north. This adjustment will allow for a new detached garage to be built at 334 Winnebago Avenue in accordance with zoning requirements.

While reviewing this CSM it was discovered that, at some point, 342 Winnebago Avenue had been combined with a vacant parcel to the south (parcel #3-00253-00). This CSM will also clean up the boundary of 342 Winnebago Avenue along with its legal description.

The lots are currently zoned Single Family Residence District (R-1), which allows for single family homes. Lot 2 is 7,587 square feet (.174 acres) and Lot 1 is 15,147 square feet (.348 acres). After the lot line adjustment Lot 2 will be 10,622 square feet (.244 acres) and Lot 1 will be 12,178 square feet (.280 acres).

Currently, the southern lot (334 Winnebago Avenue) is a legal nonconforming lot as the width does not meet the minimum lot width requirement of sixty (60) feet. The proposed CSM will bring the lots into compliance with regard to lot size, setback, and dimensions set forth in the R-1 Single Family Residence District. Furthermore, the proposed CSM is consistent with the City of Menasha Comprehensive Plan.

The Plan Commission reviewed this request at their February 4, 2020 meeting and recommend approval of the Certified Survey Map, as presented with the condition that the Community Development signature line be changed to signature lines for Mayor and City Clerk.

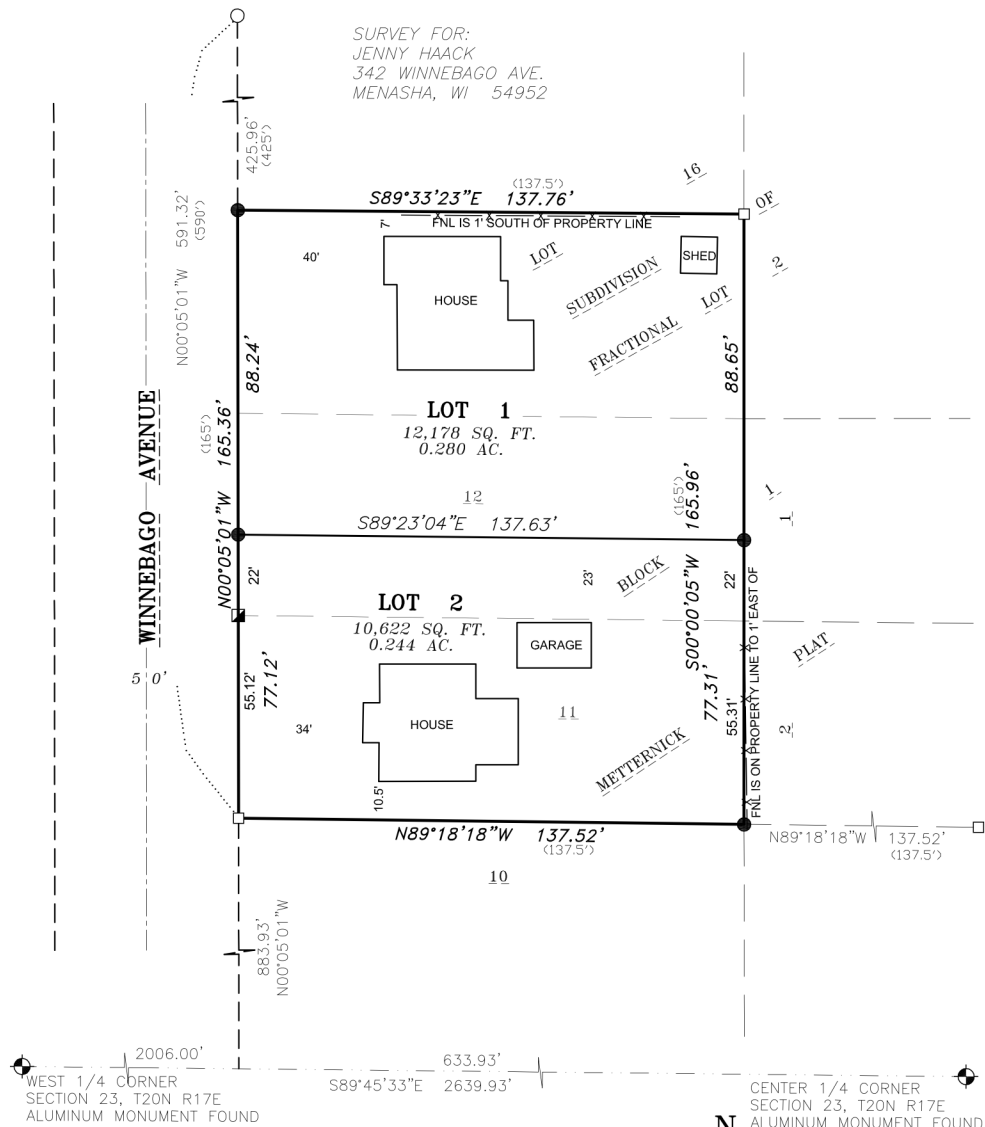
Since the Plan Commission meeting, the Certified Survey Map has been revised to reflect that recommendation and is attached for approval.

Recommendation

Approval of the Certified Survey Map for the lot line adjustment and lot consolidation of 334 Winnebago Avenue and 342 Winnebago Avenue (Parcel #3-00525-00 and 3-0009-00) as presented.

CERTIFIED SURVEY MAP

ALL OF LOTS 11 AND 12 OF BLOCK 1 OF "METTERNICK PLAT",
AND PART OF LOT 16 OF THE SUBDIVISION OF FRACTIONAL LOT
2 PER ASSESSOR'S MAP OF THE CITY OF MENASHA, IN SECTION
23, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA,
WINNEBAGO COUNTY, WISCONSIN.



4321 W. College Ave., Suite 200
Appleton, WI 54914

(920) 410-3379
(920) 474-5025

mail@foxvalleylandsurveying.com
foxvalleylandsurveying.com

PROJECT NO. 201723-4
SHEET 1 OF 3

CERTIFIED SURVEY MAP

All of Lots 11 and 12 of Block 1 of "Metternick Plat", and part of Lot 16 of the Subdivision of Fractional Lot 2 per Assessor's Map of the City of Menasha, in Section 23, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Andrew J. Shie, Professional Land Surveyor, hereby certify that I have surveyed, and mapped, at the direction of Jenny Haack, all of Lots 11 and 12 of Block 1 of "Metternick Plat", and part of Lot 16 of the Subdivision of Fractional Lot 2 per Assessor's Map of the City of Menasha, in Section 23, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 23; thence South 89 degrees 45 minutes 33 seconds East 2006.00 feet, along the South line of the Northwest $\frac{1}{4}$ of said Section 23; thence North 00 degrees 05 minutes 01 seconds West 883.93 feet, to the point of beginning; thence North 00 degrees 05 minutes 01 seconds West 165.36 feet, along the East right-of-way line of Winnebago Avenue; thence South 89 degrees 33 minutes 23 seconds East 137.76 feet, along the South line of lands described in Document 1163057; thence South 00 degrees 00 minutes 05 seconds West 165.96 feet, along the West line of lands described in Document 1720691 and Lots 1 and 2 of said Block 1; thence North 89 degrees 18 minutes 18 seconds West 137.52 feet, along the North line of Lot 10 of said Block 1, to the point of beginning.

I have fully complied with Chapter 236.34 and A-E7 of the Wisconsin Statutes, the Subdivision Ordinances of the City of Menasha in surveying and mapping the above described property. This certified survey map is a correct representation of the exterior boundaries of the lands surveyed and the division thereof.

Andrew J. Shie, WI. Land Surveyor, S-2504

Date

OWNERS, DOCUMENTS, AND TAX PARCEL NUMBERS AT THE TIME OF THIS CERTIFIED SURVEY MAP.

<u>Owner(s)</u>	<u>Document(s)</u>	<u>Tax Parcel Number(s)</u>
Keith H. & Jennifer K. Haack	1624528	730025200
Doctors with Boards, LLC	1791675	730009900

TREASURER'S CERTIFICATE

I hereby certify that there are no unpaid taxes or special assessments on any of the lands on this certified survey map.

City Treasurer

Date

County Treasurer

Date

CITY OF MENASHA APPROVAL CERTIFICATE

I hereby certify that the City of Menasha has approved this certified survey map.

Mayor

Date

City Clerk

Date

CERTIFIED SURVEY MAP _____

All of Lots 11 and 12 of Block 1 of "Metternick Plat", and part of Lot 16 of the Subdivision of Fractional Lot 2 per Assessor's Map of the City of Menasha, in Section 23, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described herein to be surveyed and mapped and as represented on this Certified Survey Map. I also certify that this plat is required by s236.10 or s236.12 to be submitted to the following for approval or objection:
City of Menasha

Keith H. Haack Date Jennifer K. Haack Date

State of Wisconsin)
Winnebago County) SS

Personally came before me on the _____ day of _____, 20____, the above named owner to be the person who executed the foregoing instrument and acknowledge the same.

Notary Signature Date
Commission expires on _____

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described herein to be surveyed and mapped and as represented on this Certified Survey Map. I also certify that this plat is required by s236.10 or s236.12 to be submitted to the following for approval or objection:
City of Menasha

Doctors with Boarders, LLC

Print Name Sign and Date

Print Name Sign and Date

State of Wisconsin)
Winnebago County) SS

Personally came before me on the _____ day of _____, 20____, the above named owner to be the person who executed the foregoing instrument and acknowledge the same.

Notary Signature Date
Commission expires on _____



MEMORANDUM

Date: February 17, 2020

To: Common Council

From: Community Development Department/JS

RE: **CSM Lot Division – 730 Lake Park Road (Parcel #7-01700-06)**

Martenson and Eisele, on behalf of the owner TB2 LLC, have submitted an application for a Certified Survey Map (CSM) that would divide 730 Lake Park Road into two lots.

The lot is currently zoned General Commercial (C-1) and used as an indoor recreation facility. February 5th, 2019 the Plan Commission recommended approval of a CSM that consolidated 730 Lake Park Road, Lot 5, Lot 6, and 700 and 750 Lake Park Road into one lot.

Prior to this lot consolidation the lots were separate. The CSM presented today would return the fieldhouse portion of 730 Lake Park Road to its prior February 5th, 2019 parcel shape.

The size, setbacks, and dimension meet city standards for the C-1 General Commercial District. Furthermore, the proposed CSM will not create any zoning nonconformities and is consistent with the City of Menasha Comprehensive Plan.

Plan Commission discussed the CSM and recommended approval on February 4th, 2020 and asked that the surveyor display the parent parcel on an updated CSM.

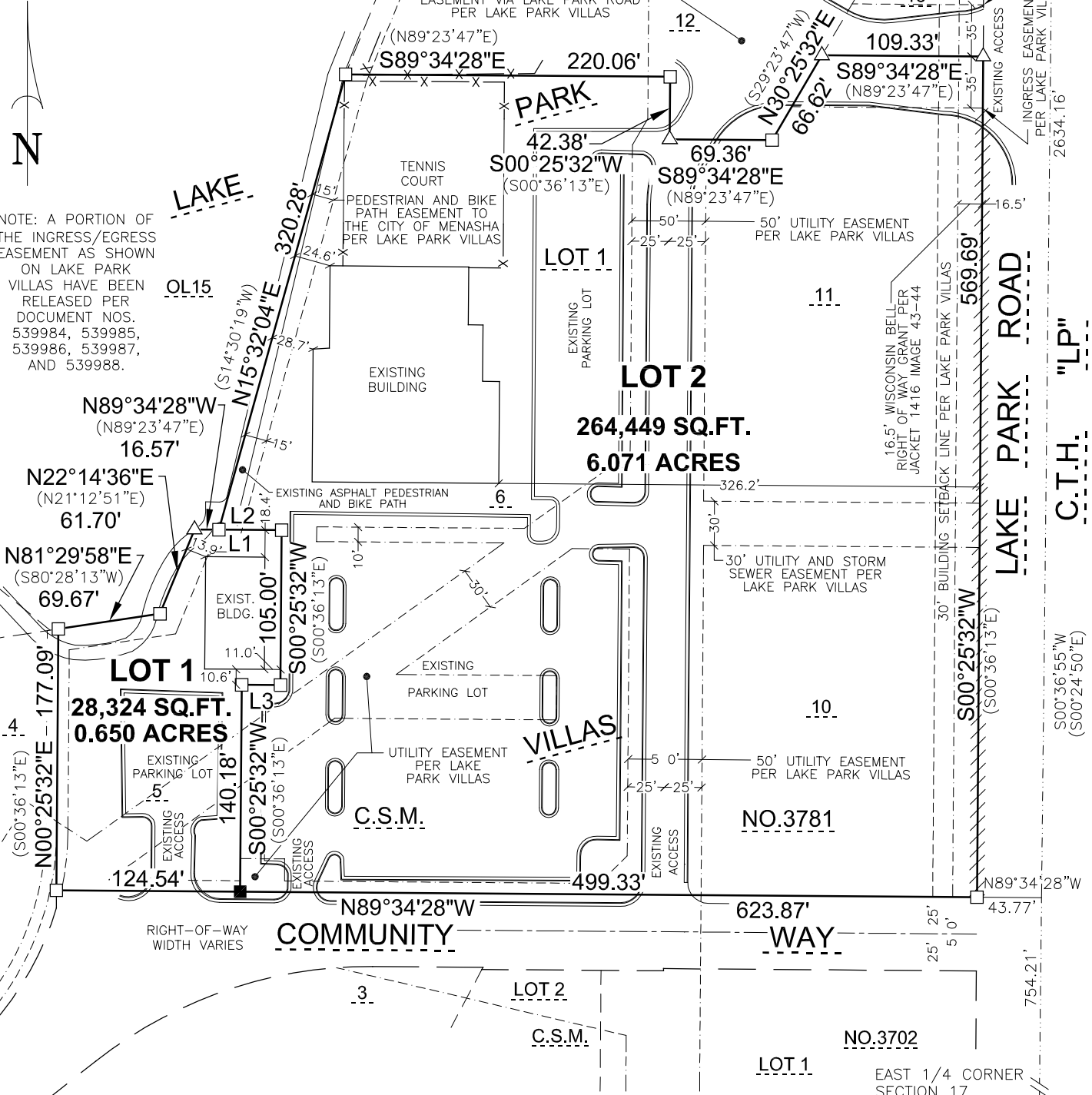
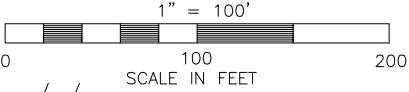
Recommendations

Approval of the Certified Survey Map as proposed dividing 730 Lake Park Road into two parcels (#7-01700-06).

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3781,
RECORDED AS DOCUMENT NO. 541063, IN VOLUME 34 ON
PAGE 112, 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.

BEARINGS ARE REFERENCED TO THE
CALUMET COUNTY COORDINATE SYSTEM,
IN WHICH THE EAST LINE OF SECTION 17,
BEARS S 00°36'55" W



LEGEND

- 1" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- 1" O.D. IRON PIPE FOUND
- P.K. NAIL FOUND
- GOVERNMENT CORNER
- () RECORDED AS
- RESTRICTED ACCESS PER LAKE PARK VILLAS
- EXISTING FENCE

LINE TABLE

L1	S89°34'28"E, 59.07'
	(N89°23'47"E)
L2	S89°34'28"E, 42.50'
	(N89°23'47"E)
L3	N89°34'28"W, 26.29'
	(N89°23'47"E)

Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

SURVEY FOR
TBC, LLC
W5851 GERANIUM DRIVE
APPLETON, WI 54915

PROJECT NO. 1-0168-007
FILE 1-0168-007csm SHEET 1 OF 3
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3781, RECORDED AS DOCUMENT NO. 541063, IN VOLUME 34 ON PAGE 112, 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.

SURVEYOR'S CERTIFICATE:

I, GARY A. ZHRINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED AT THE DIRECTION OF TB2, LLC,

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3781, RECORDED AS DOCUMENT NO. 541063, IN VOLUME 34 ON PAGE 112, 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. CONTAINING 292,773 SQUARE FEET [6.721 ACRES].SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE CITY OF MENASHA SUBDIVISION ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 20TH DAY OF JANUARY, 2020.

GARY A. ZHRINGER, PROFESSIONAL LAND SURVEYOR S-2098

THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS:

OWNERS OF RECORD:	RECORDING INFORMATION:	PARCEL NUMBER:
TB2,LLC	DOCUMENT NO. 544978	7-01700-05
LAKE PARK SWIM & FITNESS, LLC	DOCUMENT NO. 539905	7-01700-10 AND 7-01700-11
	DOCUMENT NO. 433384	7-01700-06

COMMON COUNCIL RESOLUTION:

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA, THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED.

DATED THIS _____ DAY OF _____, 2020.

MAYOR

CITY CLERK

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

CITY TREASURER

DATE

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3781, RECORDED AS DOCUMENT NO. 541063, IN VOLUME 34 ON PAGE 112, 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.

CORPORATE OWNER'S CERTIFICATE:

TB2, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2020.

SIGNATURE

PRINT NAME & TITLE

STATE OF WISCONSIN)
_____) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY
OF _____, 2020, THE ABOVE NAMED TO
ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC,
STATE OF _____
MY COMMISSION (IS PERMANENT)
(EXPIRES: _____)

CORPORATE OWNER'S CERTIFICATE:

LAKE PARK SWIM & FITNESS, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2020.

SIGNATURE

PRINT NAME & TITLE

STATE OF WISCONSIN)
_____) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY
OF _____, 2020, THE ABOVE NAMED TO
ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC,
STATE OF _____
MY COMMISSION (IS PERMANENT)
(EXPIRES: _____)

City of Menasha Disbursements


Weekly Accounts Payable 2/5/20-2/13/20 \$ 5,419,397.72
 Checks # 67263-67407
 Void checks #67242-67262 (System Error)

Bi-Weekly Payroll 2/13/20 \$ 194,134.22

Additional Regular Cycle Accounts Payables -Paid Electronically

Wisconsin Deferred Compensation	1/31/20	\$ 6,225.50
Nationwide Deferred Compensation	1/31/20	\$ 9,710.00
Employee Trust Funds	1/31/20	\$ 143,497.12
Returned Check	1/31/20	\$ 414.76
Payroll Garnishment	2/2/20	\$ 229.39
State Tax Withholding	2/3/20	\$ 31,316.49
Credit Card Fee	2/3/20	\$ 0.34
Federal Tax Withholding	2/5/20	\$ 80,293.88
Delta Dental	2/5/20	\$ 3,622.37
Employee Benefits-HRA	2/6/20	\$ 2,483.88
Returned Check	2/6/20	\$ 60.00
Returned Check	2/7/20	\$ 3,260.63
World Pay Charges-FFM	2/11/20	\$ 32.45
Credit Card Fee	2/11/20	\$ 31.37
Delta Dental	2/12/20	\$ 1,517.55
Employee Benefits-HRA	2/13/20	\$ 1,548.31
Employee Benefits-Flex Spending	2/13/20	\$ 4,521.94
Community First Credit Union-Police Dept Dues	2/13/20	\$ 480.00
		<u>\$ 289,245.98</u>
Total		<u>\$ 5,902,777.92</u>

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


 Jennifer Sassman
 Finance Director

2/13/20
 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: 2/5/2020

Date: 2/13/2020

<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>
ANACOSTA	67263	2/5/2020	Acosta	100-0601-551.30-16	40.09	Reimbursement
				100-0601-551.33-01	102.41	Reimbursement
				Total for check: 67263		
					142.50	
BAKER & TAYLOR INC	67265	2/5/2020	2034974844	100-0601-551.30-14	90.19	Library Materials
			2034987207	100-0601-551.30-14	700.19	Library Materials
			2034988228	100-0601-551.30-14	226.10	Library Materials
			2034990208	100-0601-551.30-14	667.33	Library Materials
			2034992129	100-0601-551.30-14	623.12	Library Materials
			2034994757	100-0601-551.30-14	434.50	Library Materials
			2035001811	100-0601-551.30-14	483.75	Library Materials
			2035018278	100-0601-551.30-14	871.20	Library Materials
			H41922440	100-0601-551.30-14	201.49	Library Materials
			H41937400	100-0601-551.30-14	71.97	Library Materials
			H41993350	100-0601-551.30-14	140.34	Library Materials
			H42044160	100-0601-551.30-14	27.98	Library Materials
			H42044161	100-0601-551.30-14	43.18	Library Materials
			H42134110	100-0601-551.30-14	97.86	Library Materials
			H42134111	100-0601-551.30-14	297.96	Library Materials
			H42134112	100-0601-551.30-14	44.62	Library Materials
			H42134113	100-0601-551.30-14	17.99	Library Materials
			H42329660	100-0601-551.30-14	86.37	Library Materials
			H42329661	100-0601-551.30-14	27.98	Library Materials
			H42484700	100-0601-551.30-14	31.66	Library Materials
			H42533480	100-0601-551.30-14	28.78	Library Materials
			H42684610	100-0601-551.30-14	172.74	Library Materials
			Total for check: 67265			
					5,387.30	
JOE BONGERS	67266	2/5/2020	Bongers	100-0601-551.34-01	8.47	Reimbursement
				Total for check: 67266		
					8.47	

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CAVENDISH SQUARE	67267	2/5/2020	CAL321422I	100-0601-551.30-14	678.78	Library Materials	
			Total for check: 67267		678.78		
CENGAGE LEARNING INC/GALE	67268	2/5/2020	69051546	100-0601-551.30-14	71.99	Library Materials	
		2/5/2020	69070930	100-0601-551.30-14	68.77	Library Materials	
		2/5/2020	69077368	100-0601-551.30-14	24.79	Library Materials	
		2/5/2020	69081589	100-0601-551.30-14	61.59	Library Materials	
			Total for check: 67268		227.14		
D&M INTERIORS	67269	2/5/2020	CG901675	470-0601-551.82-01	28,311.90	Vinyl Plank	Carpet Tile
			Total for check: 67269		28,311.90		
KATHY DREYER	67270	2/5/2020	Dreyer	100-0601-551.33-01	36.25	Reimbursement	
			Total for check: 67270		36.25		
FINDAWAY WORLD LLC	67271	2/5/2020	308516	100-0601-551.30-14	135.98	Library Materials	
		2/5/2020	309229	100-0601-551.30-14	140.23	Library Materials	
			Total for check: 67271		276.21		
LERNER PUBLISHING GROUP	67272	2/5/2020	1348006	100-0601-551.30-14	19.99	Library Materials	
			Total for check: 67272		19.99		
MARGARET MCLEOD SULLIVAN	67273	2/5/2020	20002-01	100-0601-551.21-06	3,500.00	Fact Finding Trip	
		2/5/2020	20002-2	100-0601-551.21-06	914.08	Travel Exp	
			Total for check: 67273		4,414.08		
MIDWEST TAPE	67275	2/5/2020	0098287169	100-0601-551.30-14	212.40	Library Materials	
		2/5/2020	0098288139	100-0601-551.30-14	54.72	Library Materials	
		2/5/2020	0098288280	100-0601-551.30-14	189.98	Library Materials	
		2/5/2020	0098302785	100-0601-551.30-14	432.58	Library Materials	

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MIDWEST TAPE...	67275...	2/5/2020	0098302787	100-0601-551.30-14	156.66	Library Materials
		2/5/2020	0098303572	100-0601-551.30-14	172.86	Library Materials
		2/5/2020	0098303573	100-0601-551.30-14	137.92	Library Materials
		2/5/2020	0098349883	100-0601-551.30-14	562.84	Library Materials
		2/5/2020	0098349885	100-0601-551.30-14	89.96	Library Materials
		2/5/2020	0098350292	100-0601-551.30-14	281.15	Library Materials
		2/5/2020	0098350293	100-0601-551.30-14	788.69	Library Materials
		2/5/2020	0098350295	100-0601-551.30-14	28.49	Library Materials
		2/5/2020	0098350296	100-0601-551.30-14	20.24	Library Materials
		2/5/2020	0098381343	100-0601-551.30-14	35.67	Library Materials
		2/5/2020	0098381345	100-0601-551.30-14	11.24	Library Materials
		2/5/2020	0098381490	100-0601-551.30-14	76.48	Library Materials
		2/5/2020	0098381491	100-0601-551.30-14	41.23	Library Materials
		2/5/2020	0098392094	100-0601-551.30-14	11.69	Library Materials
		2/5/2020	0098392096	100-0601-551.30-14	167.96	Library Materials
		2/5/2020	98381227	100-0601-551.30-14	7,000.00	Library Materials
		Total for check: 67275			10,472.76	
MBM	67276	2/5/2020	IN456021	100-0601-551.24-04	28.90	Contract Meter
		2/5/2020	IN457045	100-0601-551.24-04	27.60	Contract Meter
		Total for check: 67276			56.50	
OFFICE DEPOT BUSINESS ACCOUNT	67277	2/5/2020	402336931001	100-0601-551.30-10	29.95	Supplies
		2/5/2020	421462302001	100-0601-551.30-10	36.98	Supplies
		2/5/2020	421468338001	100-0601-551.30-10	11.99	Supplies
		Total for check: 67277			78.92	
S & L DELIVERY	67278	2/5/2020	Jan01-June30	100-0601-551.30-14	742.25	Subscriptions
		2/5/2020	Jul01-Dec31	100-0601-551.30-14	815.80	Subscriptions
		Total for check: 67278			1,558.05	

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SCHWEITZER'S CATERING	67279	2/5/2020	1000022	100-0601-551.33-03	391.00	Event Food
			Total for check: 67279		391.00	
SYNCB/AMAZON	67280	2/5/2020	434457347448	100-0601-551.30-14	10.99	Library Materials
		2/5/2020	435549934563	100-0601-551.30-14	22.97	Library Materials
		2/5/2020	436745599958	100-0601-551.30-14	22.97	Library Materials
		2/5/2020	447368493693	100-0601-551.30-14	13.98	Library Materials
		2/5/2020	469969553969	100-0601-551.30-14	134.91	Library Materials
		2/5/2020	575489543946	100-0601-551.30-14	23.56	Library Materials
		2/5/2020	848989954548	100-0601-551.30-14	13.97	Library Materials
			Total for check: 67280		243.35	
UNIQUE MANAGEMENT SERVICES INC	67281	2/5/2020	576357	100-0000-441.11-00	205.85	Collection Agency Fees
			Total for check: 67281		205.85	
WINNEFOX AUTOMATED LIBRARY SYSTEM	67282	2/5/2020	WALS1355	100-0601-551.30-11	153.69	Nov 2019 Services
		2/5/2020	WALS1371	100-0601-551.30-11	135.33	Dec 2019 Services
			Total for check: 67282		289.02	
WINNEFOX LIBRARY SYSTEM	67283	2/5/2020	WLS555	100-0601-551.29-01	3.80	Business Cards
			Total for check: 67283		3.80	
ALL-SPORT TROPHY	67284	2/5/2020	054921	100-0601-551.33-04	60.00	Book Clock
			Total for check: 67284		60.00	
BIBLIOTHECA LLC	67285	2/5/2020	INV-US28620	470-0601-551.80-05	6,234.00	Self Checkout Software
			Total for check: 67285		6,234.00	
CENGAGE LEARNING INC/GALE	67286	2/5/2020	69116943	100-0601-551.30-14	38.92	Library Materials

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CENGAGE LEARNING INC/GALE...	67286...	2/5/2020	69238006	100-0601-551.30-14	23.99	Library Materials
			Total for check: 67286		62.91	
CENTER POINT LARGE PRINT	67287	2/5/2020	1751567	100-0601-551.30-14	273.84	Library Materials
			Total for check: 67287		273.84	
KATHY DREYER	67288	2/5/2020	Dreyer	100-0601-551.30-16	25.95	Reimbursement
			Total for check: 67288		25.95	
EBSCO INDUSTRIES INC	67289	2/5/2020	2004384	100-0601-551.30-14	24.76	Library Materials
			Total for check: 67289		24.76	
JOSE ENCARNACION	67290	2/5/2020	Encarnacion	100-0601-551.20-05	125.00	Program
			Total for check: 67290		125.00	
PATRICIA GEORGE	67291	2/5/2020	George	100-0601-551.20-05	200.00	Performance
			Total for check: 67291		200.00	
JOANN STORES	67292	2/5/2020	DMARVA20-298	100-0601-551.30-14	900.00	Subscription
			Total for check: 67292		900.00	
LIBRARYINSIGHT INC	67293	2/5/2020	5788	100-0601-551.30-10	895.00	Resource Mgmt License
			Total for check: 67293		895.00	
MANDERFIELD'S HOME BAKERY	67294	2/5/2020	526157	100-0601-551.34-03	19.20	Webinar Treat
			Total for check: 67294		19.20	

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MINITEX	67295	2/5/2020	99871	100-0601-551.30-18	249.00	DVD Cases
			Total for check: 67295		249.00	
MBM	67296	2/5/2020	IN456021	100-0601-551.24-04	127.05	Contract
			Total for check: 67296		127.05	
SERVICEMASTER BUILDING MAINTENANCE	67297	2/5/2020	32481	100-0601-551.20-01	1,685.00	Janitorial Service
			Total for check: 67297		1,685.00	
SHOWCASES	67298	2/5/2020	315400	100-0601-551.30-18	42.77	DVD's
		2/5/2020	315401	100-0601-551.30-18	226.80	CD Pages
		2/5/2020	315432	100-0601-551.30-18	1,903.50	CD's
			Total for check: 67298		2,173.07	
US BANK EQUIPMENT FINANCE	67299	2/5/2020	404847303	100-0601-551.24-04	513.46	Contract Payment
			Total for check: 67299		513.46	
WIL-KIL PEST CONTROL	67300	2/5/2020	152617-20	100-0601-551.24-03	430.68	Annual Service Fee
			Total for check: 67300		430.68	
WINNEFOX AUTOMATED LIBRARY SYSTEM	67301	2/5/2020	WALS1317	100-0601-551.25-01	84,566.00	2020 WALs Fee
			Total for check: 67301		84,566.00	
WINNEFOX LIBRARY SYSTEM	67302	2/5/2020	WLS581	100-0601-551.30-14	11,463.99	2020 Collection Pool
			Total for check: 67302		11,463.99	

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WISCONSIN LIBRARY ASSOCIATION	67303	2/5/2020	8342	100-0601-551.32-01	216.00	Membership Renewal
Total for check: 67303					<u>216.00</u>	
					<u>163,046.78</u>	

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ACCURATE	67304	2/6/2020	2000334	731-1022-541.30-15	302.02	Parts
				731-1022-541.38-03	100.00	Plow Light Kit
		2/6/2020	2000437	731-1022-541.30-18	71.02	Blow Gun/Wheel/Plug
	Total for check: 67304				473.04	
ARING EQUIPMENT COMPANY INC	67305	2/6/2020	755806	731-1022-541.38-03	122.90	Parts
		2/6/2020	755884	731-1022-541.38-03	218.62	Parts
	Total for check: 67305				341.52	
BERGSTROM	67306	2/6/2020	167528p	731-1022-541.38-04	19.98	Ambient
		2/6/2020	57911	731-1022-541.38-04	584.02	Panel
		2/6/2020	57944	731-1022-541.38-04	284.54	Housing
	Total for check: 67306				888.54	
BOUWER PRINTING INC	67307	2/6/2020	116402	100-0801-521.29-01	316.02	Corbonless Forms
BRAUER SUPPLY & EQUIPMENT	67308	2/6/2020	2020028	100-1006-541.30-15	1,886.18	Blade Savers
CODY BROEREN	67309	2/6/2020	Broeren Refund	100-0000-201.03-00	111.58	Delinquent Water/Sewer
				100-0000-201.07-00	47.76	Delinquent Fire Protection
			Total for check: 67309			
COMPLETE OFFICE OF WISCONSIN	67310	2/6/2020	553909	100-0801-521.30-10	66.54	Office Supplies

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DAVEL ENGINEERING & ENVIRONMENTAL	67311	2/6/2020	3177027	625-1002-541.21-02	840.00	Storm Water Management
			Total for check: 67311		840.00	
DOCUMENT SALES & DISTRIBUTION	67312	2/6/2020	20-000498	100-0301-523.30-18	334.59	State Seals
			Total for check: 67312		334.59	
EHLERS & ASSOCIATES INC	67313	2/6/2020	81748	494-0304-562.21-06	1,500.00	TID 14 Creation
			Total for check: 67313		1,500.00	
EMPLOYEE BENEFITS CORPORATION	67314	2/6/2020	2770500	100-0202-512.21-06	253.50	Flex Plan Fees-Jan
					82.40	Cobra Admin Fees_Jan
				734-0416-513.21-06	436.50	HRA Fees-Jan
		2/6/2020	2782897	100-0202-512.21-06	15.00	New Cobra Participant
			Total for check: 67314		787.40	
FIRST AMERICAN TITLE INSURANCE CO	67315	2/6/2020	925-650251758	501-0304-562.74-01	169.00	877 Whisper Falls Lane
			Total for check: 67315		169.00	
FACTORY MOTOR PARTS CO	67316	2/6/2020	18-1844115	731-1022-541.38-04	360.63	Ceramic Pads/Rotor
		2/6/2020	18-1844693	731-1022-541.38-03	18.66	Filters
		2/6/2020	18-1846029	731-1022-541.38-03	(52.44)	CREDIT
		2/6/2020	18-1846773	731-1022-541.38-03	6.58	Splash Blade
		2/6/2020	18-1847239	731-1022-541.38-03	201.00	Parts
		2/6/2020	18-1847345	731-1022-541.38-03	13.20	Filter
		2/6/2020	18-1847855	731-1022-541.38-04	103.23	Wiper
		2/6/2020	18-1849468	731-1022-541.38-03	106.66	Parts
		2/6/2020	18-z19000	731-1022-541.38-03	(10.76)	Battery Core CREDIT
		2/6/2020	18-z19064	731-1022-541.38-03	161.10	Batteries
		2/6/2020	18-z19201	731-1022-541.38-03	(28.25)	Credit Battery Cores

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FACTORY MOTOR PARTS CO...	67316...	2/6/2020	50-2681619	731-1022-541.38-03	18.32	Silver Oxide
			Total for check: 67316		897.93	
FERGUSON WATERWORKS #1476	67317	2/6/2020	0293472	100-1016-543.30-18	57.60	Gloves
			Total for check: 67317		57.60	
FERRELLGAS	67318	2/6/2020	1109800624	266-1027-543.30-18	115.52	Fuel
			Total for check: 67318		115.52	
GOLD CROSS AMBULANCE SERVICE INC	67319	2/6/2020	6001	100-0801-521.30-18	139.96	Battery Sets
			Total for check: 67319		139.96	
GOSS AUTO BODY INC	67320	2/6/2020	72662	100-0000-201.03-00	150.00	Tow Vehicle
			Total for check: 67320		150.00	
GREEN BAY PRESSURE SYSTEMS LLC	67321	2/6/2020	12875	731-1022-541.30-18	415.00	Truck Shine
			Total for check: 67321		415.00	
JX ENTERPRISES INC	67322	2/6/2020	2441030P	731-1022-541.38-03	151.19	Fuel Gauge
		2/6/2020	2441076P	731-1022-541.38-03	45.99	Sensor
		2/6/2020	2441097P	731-1022-541.38-03	172.43	Tube/Belt
		2/6/2020	2441206P	731-1022-541.38-03	158.99	Valve
			Total for check: 67322		528.60	
KNORR AUTO BODY	67323	2/6/2020	17613	731-1022-541.29-04	350.00	Case Tractor Hood Repair
			Total for check: 67323		350.00	

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LAKE PARK VILLAS HOMEOWNERS ASSN	67324	2/6/2020	LPV HOA	501-0304-562.32-01	2,032.85	December Bill	
			Total for check: 67324		2,032.85		
LEAGUE OF WISCONSIN MUNICIPALITIES	67325	2/6/2020	ID 10318	100-0405-513.33-03	4,296.50	Dues	
			Total for check: 67325		4,296.50		
MATTHEWS TIRE & SERVICE CENTER	67326	2/6/2020	73087	731-1022-541.38-04	554.04	Tires	
		2/6/2020	73106	731-1022-541.38-02	600.50	Tires	
		2/6/2020	73125	731-1022-541.38-02	89.99	Tires	
		2/6/2020	73144	731-1022-541.38-02	31.18	Tires	
		2/6/2020	73171	731-1022-541.38-04	367.88	Tires	
			Total for check: 67326		1,643.59		
MCMAHON	67327	2/6/2020	917124	625-1010-541.21-02	1,110.00	Project #9-19-00357	Lake Park Villas
			Total for check: 67327		1,110.00		
MENARDS-APPLETON EAST	67328	2/6/2020	75894	100-0703-553.30-18	35.94	Green Treated	
		2/6/2020	75976	100-0703-553.30-18	9.98	Green Treated	
			Total for check: 67328		45.92		
MENASHA NEENAH MUNICIPAL COURT	67329	2/6/2020	MNMC	100-0000-201.03-00	100.00	Bond	Report #20-0017
			Total for check: 67329		100.00		
MENASHA TREASURER	67330	2/6/2020	Sr Center	100-0000-103.03-00	50.00	Start-up Drawer \$	
			Total for check: 67330		50.00		
MENASHA UTILITIES	67331	2/6/2020	Menasha Utility	100-0000-123.00-00	8.14	Electric	12/6/19 - 1/6/20
				100-0703-553.22-03	240.24	Electric	12/6/19 - 1/6/20
				100-0703-553.22-05	218.74	Water	12/6/19 - 1/6/20
				100-0703-553.22-06	184.81	Storm	12/6/19 - 1/6/20

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MENASHA UTILITIES...	67331...	2/6/2020...	Menasha Utility...	100-1008-541.22-03	200.18	Electric 12/6/19 - 1/6/20
				100-1012-541.22-03	13.68	Electric 12/6/19 - 1/6/20
				601-1020-543.22-03	122.79	Electric 12/6/19 - 1/6/20
				731-1022-541.22-03	49.13	Electric 12/6/19 - 1/6/20
				Total for check: 67331		1,037.71
N&M AUTO SUPPLY	67332	2/6/2020	697514	731-1022-541.38-04	23.94	Spark Plug`
			697689	731-1022-541.38-04	8.44	Wiper Blade
			697863	731-1022-541.38-03	69.03	Battery
			698082	731-1022-541.38-04	10.61	Brake Shoe Kit
			698250	731-1022-541.38-03	(10.00)	Credit
			698547	731-1022-541.38-03	42.21	Relay/Circuit Kit/Lamp
			Total for check: 67332		144.23	
NCI COMMUNICATION SOLUTIONS	67333	2/6/2020	ar17361	731-1022-541.38-03	108.00	Antenna
			Total for check: 67333		108.00	
NEENAH BOYS CC BOOSTER CLUB	67334	2/6/2020	Neenah CC	100-0000-441.25-00	367.50	Grunski Fees
				826-0702-552.30-18	50.00	Grunski Award
			Total for check: 67334		417.50	
NEENAH-MENASHA SEWERAGE COMMISSION	67335	2/6/2020	2020-022	601-1021-543.25-01	54,713.25	Feb Wastewater Charges
		2/6/2020	2020-0258	601-1021-543.25-01	15,770.00	Feb Int & Debt Charges
		Total for check: 67335		70,483.25		
WESTWOOD PROFESSIONAL SVC INC	67336	2/6/2020	3200100007	501-0304-562.21-02	800.01	Geotechnical Banta
		2/6/2020	3200100010	501-0304-562.21-02	1,535.00	Limited Vapor Assessment Banta
		Total for check: 67336		2,335.01		
PACKER CITY INTL TRUCKS INC	67337	2/6/2020	X103083302:01	731-1022-541.38-03	48.59	Filters
		2/6/2020	x103082420:01	731-1022-541.38-03	400.00	Cloth

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
PACKER CITY INTL TRUCKS INC...	67337...	2/6/2020	x103082478:01	731-1022-541.38-03	143.16	Filters	
		2/6/2020	x103082478:02	731-1022-541.38-03	78.58	Filters	
		2/6/2020	x103082693:01	731-1022-541.38-03	16.86	Filters	
		2/6/2020	x103082693:02	731-1022-541.38-03	5.86	Filters	
		2/6/2020	x103082693:03	731-1022-541.38-03	73.73	Filters	
		2/6/2020	x103082928:01	731-1022-541.38-03	97.33	Filters	
		2/6/2020	x103082928:02	731-1022-541.38-03	10.25	Filters	
Total for check: 67337					874.36		
PJC GROUP LLC	67338	2/6/2020	TID 11	489-0305-562.73-01	16,096.15	TID 11 Dev Incentive	
Total for check: 67338					16,096.15		
JANET SCHUH	67339	2/6/2020	Schuh Refund	100-0000-441.13-00	130.00	Remove Refuse Cart	629 Racine
				100-0000-441.14-00	10.00	Remove Recycle Cart	629 Racine
			Total for check: 67339				
SERVICE MOTOR COMPANY	67340	2/6/2020	P25213	731-1022-541.38-03	29.10	Filters	
		2/6/2020	P25214	731-1022-541.38-03	189.00	Filters	
		2/6/2020	P25315	731-1022-541.38-03	203.31	Gauges/Fender Kit	
		2/6/2020	p25215	731-1022-541.38-03	97.65	Wheels/Gauge/Parts	
Total for check: 67340					519.06		
SMT MANUFACTURING & SUPPLY LLC	67341	2/6/2020	0061766-in	731-1022-541.38-03	23.77	Bearing	
Total for check: 67341					23.77		
SPEEDY CLEAN DRAIN & SEWER INC	67342	2/6/2020	69442	601-1020-543.21-02	3,656.72	Televise San Sewer	Launch Laterals
		2/6/2020	69454	601-1020-543.21-02	3,917.36	Televise San Sewer	Launch Laterals
		Total for check: 67342					7,574.08
STAPLES BUSINESS ADVANTAGE	67343	2/6/2020	3436091019	100-0203-512.30-11	24.41	Office Supplies	
				100-0204-512.30-10	22.70	Office Supplies	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
STAPLES BUSINESS ADVANTAGE...	67343...	2/6/2020...	3436091019...	100-1002-541.30-10	23.36	Office Supplies
			Total for check: 67343		70.47	
UNIFIRST CORPORATION	67344	2/6/2020	097 0300896	731-1022-541.20-01	168.04	Cleaning Services
			Total for check: 67344		168.04	
ALAVO VERA	67345	2/6/2020	Mailbox Damage	100-1006-541.30-18	50.00	Mailbox Damage
			Total for check: 67345		50.00	
VICTOR STANLEY	67346	2/6/2020	s144814	100-0703-553.30-18	1,755.00	Bench
		2/6/2020	s144823	826-0703-553.30-18	1,760.00	Bench
			Total for check: 67346		3,515.00	
VIEVU	67347	2/6/2020	VVSI-1001307	743-0403-513.24-04	600.00	Viewu Lite Plan
			Total for check: 67347		600.00	
WCOA	67348	2/6/2020	WCOA	100-0301-523.32-01	40.00	Humski WCOA Membership
			Total for check: 67348		40.00	
WE ENERGIES	67349	2/6/2020	0000-310-958	100-0000-123.00-00	636.62	Bill N-M Fire
				100-0601-551.22-04	1,985.81	Library
				100-0703-553.22-04	486.12	Parks
				100-0704-552.22-04	31.45	Pool
				100-0801-521.22-04	879.15	PD
				100-0920-531.22-04	314.26	Senior Center
				100-1001-514.22-04	(63.77)	City Hall
				207-0707-552.22-04	55.70	Marina
				731-1022-541.22-04	4,183.31	Garage
		2/6/2020	3818-650-595	100-1012-541.22-03	1,036.21	Street Lights 12/19-1/21

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WE ENERGIES...	67349...	2/6/2020	8247-844-693	100-0703-553.22-03	140.36	Electric	
			Total for check: 67349		9,685.22		
WG INC	67350	2/6/2020	223304	100-0702-552.30-18	16.00	Signs	
			Total for check: 67350		16.00		
WINNEBAGO COUNTY CLERK OF COURTS	67351	2/6/2020	Winn Co Clerk	100-0000-201.03-00	1,035.00	Bond	Report #20-0232
			Total for check: 67351		1,035.00		
WINNEGAMIE DOG CLUB	67352	2/6/2020	Winn Dog Club	100-0204-512.29-06	300.00	Rental/Feb Election	
			Total for check: 67352		300.00		
WISCONSIN DEPT OF JUSTICE-TIME	67353	2/6/2020	455Time-7839	100-0801-521.22-01	522.00	Time Access	
			Total for check: 67353		522.00		
WISCONSIN DEPT OF NATURAL RESOURCES	67354	2/6/2020	WI DNR Asbestos	731-1022-541.24-03	135.00	Cold Storage Demo Permit	
			Total for check: 67354		135.00		
WISCONSIN PARK & RECREATION ASSN	67355	2/6/2020	1136	100-0704-552.34-02	90.00	Registration Fees	
			Total for check: 67355		90.00		
					135,675.49		

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<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	67356	2/12/2020	Tax Collection	100-0000-203.05-00	155,526.48	Tax Collection
Total for check: 67356					155,526.48	
CALUMET COUNTY TREASURER	67357	2/12/2020	Tax Collection	100-0000-203.01-00	122,849.53	Tax Collection
Total for check: 67357					122,849.53	
FOX VALLEY TECHNICAL COLLEGE	67358	2/12/2020	Tax Collection	100-0000-203.04-00	297,546.91	Tax Collection
Total for check: 67358					297,546.91	
MENASHA JOINT SCHOOL DISTRICT	67359	2/12/2020	Tax Collection	100-0000-203.03-00	3,140,065.49	Tax Collection
Total for check: 67359					3,140,065.49	
WINNEBAGO COUNTY TREASURER	67360	2/12/2020	Tax Collection	100-0000-203.02-00	1,254,853.63	Tax Collection
Total for check: 67360					1,254,853.63	
					4,970,842.04	

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ACCURATE	67361	2/13/2020	2000439	731-1022-541.30-18	37.66	Cable Tie/Disc/Clam/Plug
		2/13/2020	2000779	731-1022-541.30-18	14.00	Washer/Lock
		2/13/2020	2000816	100-0703-553.30-18	200.55	Carriage/Washer/Nuts
		2/13/2020	2001038	731-1022-541.30-18	163.38	Parts
				731-1022-541.38-04	239.42	Parts
			Total for check: 67361		655.01	
AMT	67362	2/13/2020	20200213	100-0000-202.08-00	240.00	PAYROLL SUMMARY
					240.00	
ASCENSION MEDICAL GROUP-FOX VALLEY	67363	2/13/2020	385736	100-0202-512.21-05	455.00	Physicals/Screens
					455.00	
BRAZEE'S ACE HARDWARE	67364	2/13/2020	047567	100-0703-553.30-18	19.97	Bolt Eye/Cleaner
					19.97	
CASPERS TRUCK EQUIPMENT INC	67365	2/13/2020	0042310-IN	731-1022-541.38-03	60.36	Equipment
					60.36	
COMPLETE OFFICE OF WISCONSIN	67366	2/13/2020	559546	100-0301-523.30-18	8.28	Office Supplies
				100-0405-513.30-10	6.04	Office Supplies
					14.32	
KORTNEY DAHM	67367	2/13/2020	Dahm Jan	100-0903-531.33-01	33.35	January Mileage
					33.35	
SCOTT DAY	67368	2/13/2020	Day	100-0801-521.21-05	70.35	PD Services
					70.35	

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UNEMPLOYMENT INSURANCE	67369	2/13/2020	000009937183	100-0702-552.15-09	10.28	Unemployment Ins Rec
				100-0703-553.15-09	1,850.00	Unemployment Ins Park
				100-1019-552.15-09	2,841.44	Unemployment Ins PWF
				Total for check: 67369	4,701.72	
EAGLE SUPPLY & PLASTICS INC	67370	2/13/2020	2199242-in	100-0702-552.30-18	136.73	Trophies
				Total for check: 67370	136.73	
JFTCO INC	67371	2/13/2020	PIGB0013608	731-1022-541.38-03	78.45	Filter
				Total for check: 67371	78.45	
FORCE AMERICA DISTRIBUTING LLC	67372	2/13/2020	001-1409203	731-1022-541.38-03	213.30	Joystick
				Total for check: 67372	213.30	
GREAT BIG GRAPHICS LLC	67373	2/13/2020	10021	100-0801-521.29-01	49.00	Business Cards
				Total for check: 67373	49.00	
GUNDERSON CLEANERS	67374	2/13/2020	819600	100-0801-521.30-13	36.39	Cleaning Services
				Total for check: 67374	36.39	
NATALIE HIDALGO	67375	2/13/2020	Hidalgo	822-0413-554.30-16	250.00	Hattie Miner Scholarship
				Total for check: 67375	250.00	
MACQUEEN EQUIPMENT	67376	2/13/2020	P13663	731-1022-541.38-03	2,432.92	Parts
				Total for check: 67376	2,432.92	
MARCO TECHNOLOGIES LLC	67377	2/13/2020	66573777	743-0403-513.29-01	141.99	Finance Copier Lease-Feb
				Total for check: 67377	141.99	

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KIMBERLY MASSEY	67378	2/13/2020	Massey	204-0308-562.70-01	5,000.00	1st Time Homebuyer	
			Total for check: 67378		5,000.00		
MATTHEWS TIRE & SERVICE CENTER	67379	2/13/2020	73249	731-1022-541.38-04	592.28	Tires	
			Total for check: 67379		592.28		
MENARDS-APPLETON EAST	67380	2/13/2020	76753	100-0601-551.24-03	20.57	Supplies	
			Total for check: 67380		20.57		
MENASHA NEENAH MUNICIPAL COURT	67381	2/13/2020	MNMC	100-0000-201.03-00	74.00	Bond	Report #20-0017
			Total for check: 67381		74.00		
MEYER INC, LW	67382	2/13/2020	900488	731-1022-541.30-15	576.00	Batteries	
			Total for check: 67382		576.00		
MID-STATES ORGANIZED CRIME	67383	2/13/2020	93046-2806	100-0801-521.32-01	150.00	Membership Fees	
			Total for check: 67383		150.00		
RAY O'HERRON CO INC	67384	2/13/2020	2004529-IN	100-0801-521.19-03	224.96	Pants/Shirts	
		2/13/2020	3009899	100-0801-521.19-03	184.46	Pants	
			Total for check: 67384		409.42		
LINDA PALMBACH	67385	2/13/2020	Palmbach Jan	100-0903-531.33-01	44.05	January Mileage	
			Total for check: 67385		44.05		
MEGHAN PAULY	67386	2/13/2020	Pauly Jan	100-0903-531.33-01	21.28	January Mileage	
			Total for check: 67386		21.28		

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CURT PRELLWITZ	67387	2/13/2020	Prellwitz Jan	743-0403-513.33-01	12.42	January Mileage
			Total for check: 67387		12.42	
TYLER PRIEBE	67388	2/13/2020	Priebe	822-0413-554.30-16	250.00	Hattie Miner Scholarship
			Total for check: 67388		250.00	
RICK'S AUTO GLASS INC	67389	2/13/2020	1118633	731-1022-541.38-03	180.00	Windshield
			Total for check: 67389		180.00	
RUEKERT & MIELKE INC	67390	2/13/2020	130659	601-1020-543.21-02	1,790.02	Sewer User Monitoring 11/23-12/27
		2/13/2020	130660	601-1020-543.21-02	312.50	Sewer Use-Neenah Property11/23-12/27
		2/13/2020	130661	601-1020-543.21-02	1,375.00	Sewer Billing Assistance 11/23-12/27
			Total for check: 67390		3,477.52	
HOPE SCHAEFER KEMPS	67391	2/13/2020	Schaefer Kemps	822-0413-554.30-16	250.00	Hattie Miner Scholarship
			Total for check: 67391		250.00	
SERVICEMASTER BUILDING MAINTENANCE	67392	2/13/2020	32722	100-0801-521.20-01	1,657.00	Janitorial Service
		2/13/2020	32723	100-0801-521.20-01	55.00	Janitorial Service
			Total for check: 67392		1,712.00	
SHERWIN WILLIAMS CO	67393	2/13/2020	6549-9	100-1001-514.24-03	37.37	Paint
		2/13/2020	6637-2	100-0801-521.24-03	49.74	Paint
		2/13/2020	6723-0	100-0801-521.24-03	119.35	Paint
			Total for check: 67393		206.46	
SMT MANUFACTURING & SUPPLY LLC	67394	2/13/2020	0061906-in	731-1022-541.38-03	17.08	Bearing
			Total for check: 67394		17.08	

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STAPLES BUSINESS ADVANTAGE	67395	2/13/2020	8057180006	731-1022-541.30-10	158.56	Office Supplies
			Total for check: 67395		158.56	
STREICHER'S INC	67396	2/13/2020	I1410619	100-0801-521.30-15	997.00	Ammo
		2/13/2020	I1410796	100-0801-521.30-15	120.00	Ammo
		2/13/2020	I1410840	100-0801-521.30-15	240.50	Ammo
			Total for check: 67396		1,357.50	
SUPERION LLC	67397	2/13/2020	267460	743-0403-513.24-04	2,627.00	Financial Software-Feb
			Total for check: 67397		2,627.00	
TAPCO	67398	2/13/2020	I659930	100-1008-541.30-18	1,711.50	Sheeting/Film/Tape
		2/13/2020	I659938	100-1008-541.30-18	416.17	Door Bolt
		2/13/2020	I660129	100-1008-541.30-18	100.00	Sheeting/Film/Tape
			Total for check: 67398		2,227.67	
THEDACARE LABORATORIES	67399	2/13/2020	Acct 12100529	100-0801-521.21-05	297.50	Venipuncture
			Total for check: 67399		297.50	
UNIFIRST CORPORATION	67400	2/13/2020	097 0301393	731-1022-541.20-01	254.56	Cleaning Service
			Total for check: 67400		254.56	
US DEPARTMENT OF EDUCATION AWG	67401	2/13/2020	20200213	100-0000-202.08-00	250.90	PAYROLL SUMMARY
			Total for check: 67401		250.90	
VARITECH INDUSTRIES INC	67402	2/13/2020	060-1018043	731-1022-541.38-03	96.16	Coupler
			Total for check: 67402		96.16	
WEA INSURANCE TRUST	67403	2/13/2020	WEA	100-0000-204.08-00	113,566.52	March Health Ins Active Employees

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WEA INSURANCE TRUST...	67403...	2/13/2020...	WEA...	100-0000-204.11-00	3,258.97	March Health Ins	Bank Sick Retirees
Total for check: 67403					116,825.49		
WELLS FARGO FINANCIAL LEASING	67404	2/13/2020	5008812530	743-0403-513.29-01	285.54	PD Copier Lease	Jan & Feb
Total for check: 67404					285.54		
WINNEBAGO COUNTY TREASURER	67405	2/13/2020	16209	266-1029-543.25-01	1,751.00	Freon Appliances	Microwaves
Total for check: 67405					1,751.00		
WISCONSIN DEPT OF SAFETY & PROF SVC	67406	2/13/2020	DSPS	100-0301-523.30-18	25.00	Exam-Alison	
Total for check: 67406					25.00		
WISCONSIN SUPPORT COLLECTIONS	67407	2/13/2020	20200213	100-0000-202.03-00	1,094.59	PAYROLL SUMMARY	
Total for check: 67407					1,094.59		
					149,833.41		



To: Menasha Common Council

From: Debbie Galeazzi, City Clerk

RE: Beverage Operator License (Bartender) Applicants

Date: 2/10/2020

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 2019-2021 licensing period:

Justina Donaldson
Moriah Hershberger



MEMORANDUM

Date: February 17, 2020

To: Common Council

From: Community Development Department/SS

RE: **Development Agreement between the City of Menasha and RF Development Group, LLC - Brin Area Development**

In December, RF Development Group (RFDG) presented a preliminary proposal for the redevelopment of the Brin area to the Common Council. This development included a 3 story mixed use building with roughly 8,000 SF of commercial space connected by a skywalk to a 4 story residential apartment building, totaling 46 units and estimated value of \$10,000,000. Although the development site is located within a TIF district, the developer has not asked for any incentive towards the construction of the building; however, there will be City funds that are needed to construct a regional stormwater detention facility as noted in the City's stormwater management plan submitted to the Wisconsin DNR.

On December 16, 2019, the Common Council motioned to direct staff to work with RFDG to bring back a development agreement for further consideration based upon the presented project.

Attached to this memo is the draft development agreement. Due to the complexity of the project, the development agreement is broken into individual phases whereas both the City and the RFDG have certain obligations that need to be met simultaneously through each phase.

- Phase I – Design
 - RFDG will continue to finalize the design of the site and building in preparation of submitting the plans for approval.
 - The City will work with WEDC to attempt to get a Community Development Investment Grant and begin design work on the regional stormwater detention pond.
 - Phase I is to be completed no later than June 1, 2020
- Phase II – Approvals
 - RFDG will work with the City to submit the plans for proper approval and will demonstrate the acquisition of privately owned properties.

- The City will complete the design work of the stormwater detention and work through proper approvals to vacate the street, possibly a budget amendment, and approve the disposition of public properties.
 - Phase II is to be completed no later than August 1, 2020.
- Phase III – Execution
 - Following approvals and the demonstration of financing, RFDG and the City shall exchange properties through warranty deeds for the price of \$1.00.
 - The City shall also BID the stormwater project.
 - Phase III is to be completed no later than September 1, 2020.
- Phase IV – Construction
 - Phase IV is the construction phase of the project. RFDG shall completely demolish the two privately owned buildings no later than December 31, 2020 and start construction of the new facility by December 31, 2020.
 - Prior to or at the front end of the project, the City shall construct regional stormwater detention facility.
 - New construction shall be completed no later than December 31, 2021.
- Phase V – Future
 - Phase V is a future phase whereas both parties are subject to continued obligations and the possible construction of a new restaurant facility.

Staff recommends the Common Council approve the development agreement as presented.

LAND PURCHASE AND DEVELOPMENT AGREEMENT

This land purchase and development agreement (Agreement) is entered into as of February __, 2020, between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (City), and RF Development Group, LLC, a Wisconsin Limited Liability Company, 140 Main Street, Menasha, Wisconsin 54952 (RFDG).

RECITALS

- A. The City created Tax Increment District No. 10 as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on June 05, 2006; and,
- B. Following the fire that damaged the historical building beyond repair on August 10, 2018, the City purchased the former Brin Theater property located at 1 Main Street on November 18, 2018, for the orderly redevelopment of the area; and,
- C. RF Development presented “the BRIN project” to the City Common Council on December 16, 2019, consisting of forty-six (46) market rate rental housing units, 8,000 square feet of commercial space, combined with underground parking and surface parking, and a landscape pad for a future waterfront restaurant development valued at roughly \$10,000,000.00 with the goal to facilitate a ‘revitalization’ of Downtown Menasha as a destination location; and,
- D. The City, in accordance with the 2008 Comprehensive Plan, the 2017 Downtown Vision Plan, and 2018 Water Street Corridor Plan, desires to see redevelopment of this area; and,
- E. The City in accordance with Wisconsin Department of Natural Resources requirements adopted a Stormwater Management Plan dated December 1, 2015 which calls for the construction of a regional stormwater detention facility in this vicinity to support the regional growth of the area.

ARTICLE I. DEFINITIONS

1.1 Definitions.

- 1.1.1 District. All properties included as part of the Tax Increment Finance District No. 10 as described in the adopted project plan.
- 1.1.2 Phase. As further defined hereunder, this Agreement shall layout a phase approach to the development whereas RFDG and City obligations are completed in simultaneous steps. A summary of the timeline and phases of the Project are shown in **EXHIBIT B**. At any time a phase cannot be met by a party, the other entity shall provide reasonable time to the other entity to cure said phase or prepare an amendment to the Project.
 - 1.1.2.1 Phase I. Phase I shall be defined as the design phase.
 - 1.1.2.2 Phase II. Phase II shall be defined as the approval phase.
 - 1.1.2.3 Phase III. Phase III shall be defined as the execution phase.
 - 1.1.2.4 Phase IV. Phase IV shall be defined as the construction phase.
 - 1.1.2.5 Phase V. Phase V shall be defined as the future phase for addition Project completion and continued obligation.
- 1.1.3 Project. The BRIN project consists of a three story mixed use building consisting of 8,000 square feet of commercial space with 16 residential housing units above, all connected by a sky walk to a four story apartment building consisting of 30 additional units; all having 40 enclosed/underground parking stalls, roughly 55 surface parking stalls and a landscape pad for a future restaurant development totaling an estimated end value of

\$10,000,000.00, as shown in **EXHIBIT A** which was presented to the City Common Council on December 16, 2019.

- 1.1.4 Properties (City Owned). The “City owned properties” refers to the five parcels owned by the City of Menasha include parcels 3-00831-00, 3-00835-00, 3-00829-00, 3-00828-00 and 3-00826-00 and the needed street right-of-way.
- 1.1.5 Properties (Privately Owned). The “privately owned properties” refers to the two parcels currently not under the ownership of the City of Menasha including parcels 3-00832-00 and 3-00836-00.
- 1.1.6 Site. The site located in the southeast vicinity of the intersection of Main Street and Tayco Street includes five City owned parcels, two privately owned parcels, and portions of the existing Center Street right-of-way.

ARTICLE II. RFDG OBLIGATIONS

- 2.1 Phase I. In addition to contractually gaining rights to the private properties, Phase I of the project is to also complete design of the site and materials in preparation to submit for final approvals with the City and the State. Phase I shall be completed by June 1, 2020.
 - 2.1.1 Design. During Phase I, RFDG will work closely with their Architects, the City and Utility companies to complete the preliminary design of the site and building in preparation to be submitted for approvals. The preliminary design and plans include a site layout plan, utility plan, landscaping plan, parking lot plan, lighting plan, erosion control plan and a stormwater plan.
 - 2.1.2 Demonstrate Control of Private Properties. In addition to the City owned properties, RFDG will privately acquire the remaining two Private Properties. RFDG shall by the end of Phase I of the Project, demonstrate in writing that they have control or rights to gain control of these said properties.
- 2.2 Phase II. Throughout Phase II of the Project, RFDG will work closely with the City to gain the necessary approvals to move forward with construction of the Project. Phase II shall be completed by August 1, 2020.
 - 2.2.1 Approvals. Due to the complexity of the Project, there are many approvals that need to be completed prior to the construction of the project, and RFDG shall be entitled to extend any of the deadlines in this Agreement for its tasks or commencement of Phases for a period equal to the time necessary to obtain such approvals.
 - 2.2.1.1 Zoning. RFDG shall secure appropriate zoning for the proposed development and use including, if necessary, a planned unit development (PUD). Any zoning change would require both Plan Commission and Common Council approval.
 - 2.2.1.2 Certified Survey Map (CSM). RFDG shall secure approval of a CSM in order to consolidate and adjust the current lot configuration of the site. Said CSM shall be designed to include a minimum of two (2) lots, with the second lot encompassing the future restaurant site. A CSM will need approval from the Plan Commission and Common Council.
 - 2.2.1.3 Certificate of Appropriateness (COA). Being within a designated local historic district, a COA is needed to demolish the existing building and approve the new construction. This action requires approval by the Landmarks Commission.
 - 2.2.1.4 Site Plan. RFDG shall receive approval of the proposed site plan as per City municipal ordinance, Section 13-1-12, including site design, architectural design

and materials, stormwater, landscaping design and materials, and outdoor lighting.

2.2.1.5 Special Use Permit. RFDG shall secure a Special Use Permit as required for the development and use of the Project. A Special Use would need approval by both the Plan Commission and the Common Council.

2.2.2 Acquisition of Property. Upon completion of the approval process, RFDG shall secure its interest in the two aforementioned private properties as to complete the construction of the approved Project. A copy of an executed instrument shall be given to the City for its record.

2.3 Phase III. Phase III shall be completed no later than September 1, 2020.

2.3.1 Transfer of Designated Public Properties to the City. RFDG shall transfer the designated public properties as approved in phase II, including the future restaurant parcel to the City for the price of \$1.00. In the same transaction, the City shall also transfer City owned properties not designated for public use to RFDG for the price of \$1.00. These transfers shall be by Warranty Deed, with title insurance for the closings to be paid for by RFDG. In the event a receiving party objects to commercially unreasonable exceptions in its title commitment that cannot be remedied, then said party may terminate this Agreement by written notice to the other party. RFDG shall grant the City or any public utility such easements as are reasonably necessary for public improvements, infrastructure, ingress, or egress, utilities, lighting or landscaping or any other need necessary to effectuate the Project at no cost to the City.

2.3.2 Public Parking and Traffic Circulation. The parking area shall be designed and designate, through an easement, so that the traffic circulation area shall remain accessible as a public thoroughfare. Furthermore, RFDG agrees by recorded covenant, that the parking shall remain open and unrestricted for the use of public parking except between the hours of 12:00 am and 6:00 am. Said public use shall be provided at no cost to the City.

2.3.3 Stormwater Easement. With the City's obligation to reduce the stormwater runoff and implement the adopted stormwater management plan, RFDG agrees to provide an easement for the full designated surface parking area in order to allow the City the ability to install a regional underground stormwater detention facility. Said easement shall be provided at no cost to the City. RFDG shall buy into said regional detention pond at the set rate at the time of the execution of a stormwater maintenance agreement.

2.4 Phase IV. Phase IV is the constructions phase of the project broken into two categories demolition and new construction. Demolition is to be completed no later than December 31, 2020 with substantial completion of new construction to be completed by December 31, 2021.

2.4.1 Construction. RFDG shall take out the necessary permits and meet the following construction timeline to fulfill the Project as approved:

2.4.1.1 Agreements. Prior to permits being approved, RFDG shall secure an executed site plan improvement and stormwater management and maintenance agreements.

2.4.1.2 Demolition. Demolition of the existing building on 7 Tayco Street and/or 13 Main Street shall commence no later than August 1, 2020. Commencement refers to the physical disassembly of materials from the properties. Demolition shall be completed (referring to the removal of all building materials including

subgrade materials and utility disconnects on both properties) by December 31, 2020.

2.4.1.3 New Construction. The new construction of the Project, excluding the future restaurant building, shall commence immediately following the demolition of the buildings, but no later than December 31, 2020. Substantial completion demonstrated by a certificate of occupancy permit of the Project shall occur no later than December 31, 2021. Construction of the Project shall be in accordance with the **EXHIBIT A** as approved by the City in a good and workmanlike manner consistent with prevailing industry standards for construction in the Menasha, Wisconsin area. RFDG construction shall also be done in such a manner so as not to interfere or delay the City's obligations hereunder.

2.5 Phase V. Phase V includes the continued obligations and the completion of the proposed future restaurant site adding to the expected increment.

2.5.1 Construction of Restaurant. Per this Agreement and shown in **EXHIBIT A**, the City of Menasha shall maintain ownership of the future restaurant parcel and proposed landscape pad. RFDG shall have 2 years from the date of this Agreement to bring forward a development ready restaurant proposal. At such a time the City will transfer said property to RFDG for \$1.00. Following the 2 year period, if RFDG has not secured a restaurant development, the City of Menasha may market this property for sale to a third party. RFDG agrees the dumpster and parking area shall remain unrestricted for collaborative use across the two properties.

2.6 Costs and Expenses. RFDG shall be responsible for all costs related to the Project and any other work to be performed by RFDG under this Agreement; including all engineering, inspections, materials, labor, utility relocates and application fees. Furthermore, RFDG shall be responsible for payment of all City fees including impact fees, building permit fees, zoning, and sign permit fees, electrical and plumbing fees.

2.7 Repair of City Property. RFDG shall repair and/or replace any damaged City-owned infrastructure or other City-owned property that may occur as a result of RFDG's construction of the Project.

2.8 Use of CDI Grant Funds. In the event that the City is awarded, accepts and receives a Community Development Investment (CDI) Grant, RFDG agrees that, upon payment of such funds to RFDG, such funds shall only be used for purposes of development of the Project and the terms and conditions of acceptance of the grant monies imposed by the Wisconsin Economic Development Corporation (WEDC) will be incorporated herein and made part of this agreement.

2.9 Public Use of Parking Area. RFDG agrees that the above ground surface parking area shown in **EXHIBIT A** shall remain open and unrestricted for the use of public parking except between the hours of 12:00 am and 6:00 am.

2.10 Maintenance of Parking/Traffic Thoroughfare. RFDG agrees to maintain both the parking area and traffic thoroughfare areas in a useable and safe condition.

2.11 Value of Property. RFDG and the City expect that through the Project investment, that the additional valuation commencing on the first full tax year following substantial completion or January 1, 2023 will be not less than \$9,000,000.

- 2.12 Extension of Deadlines. Notwithstanding anything to the contrary in this Agreement, in the event that RFDG is unable to meet any of the above deadlines for tasks or commencement of Phases, it shall be entitled to extend any deadline by up to an additional Sixty (60) days by providing written notice to City at least five (5) business days prior to the applicable deadline so long as RFDG is proceeding diligently with its obligations under this Agreement. The parties may also agree to extend any deadline(s) by mutual written agreement.
- 2.13 Contingencies. RFDG's obligations under this Agreement shall be contingent and conditioned upon the following:
- 2.13.1 Financing. RFDG obtaining a commitment from a lender of its choice in an amount sufficient to fund at least 90% of the projected total cost of the Project, at an interest rate and on other terms and conditions that are commercially reasonable to RFDG in its discretion.
- 2.13.2 RFDG and/or the City accomplishing the following tasks as specified in the following sections of this Agreement, no later than the corresponding deadline or extension date as established under Articles 2.2.1 or 2.12, and in no event later than August 1, 2020 (the projected commencement of demotion under Article 2.4.1.2):
- Article 2.1.2 and 2.2.2 (Acquisition by RFDG of the Two Private Properties)
 - Articles 2.2.1 and 2.4.1 (Obtaining all necessary approvals and permits)
 - Article 3.1.3 (The City obtaining the easement from the Owner of 13 Main St.)
 - The City successfully completing all of its required tasks under Article III, phase III
- 2.13.3 Option to Terminate. If one or more of the foregoing contingencies cannot be satisfied despite the reasonable efforts and due diligence of RFDG, the same shall not be construed as a default or breach of this Agreement, and RFDG may terminate this Agreement by written notice to City at any time prior to the commencement of new Construction of the Project under Article 2.4.1.3. Following such termination, the parties shall have no further obligations to each other, and the parties shall each be responsible for their own costs incurred as of the date of termination. Furthermore, in the event the City owned properties have been transferred to RFDG prior to termination, these properties shall be transferred back to the City via quit claim deed, with RFDG providing full and final lien waivers for any demolition or other work completed prior to termination.

ARTICLE III. CITY OBLIGATIONS

- 3.1 Phase I. Phase I of the project is to complete the design for City infrastructure as it relates to the project and shall be completed no later than June 1, 2020.
- 3.1.1 Grant. The City of Menasha will work with WEDC to apply for a CDI Grant in the amount of \$250,000. If accepted, the City shall transfer the received funds to RFDG. Such funds shall only be used for purposes of development of the Project and the terms and conditions of acceptance of the grant monies imposed by the WEDC.
- 3.1.2 Stormwater and Public Thoroughfare Easement. The City shall work with the property owner of 13 Main Street and RFDG to secure an easement for the purpose of providing a public thoroughfare and underground stormwater detention.
- 3.2 Phase II. Phase II is the approval phase and shall be completed by August 1, 2020.
- 3.2.1 Design.
- 3.2.1.1 Underground Stormwater Detention. The City shall be responsible for the design of the underground stormwater detention facility based upon the approved

building footprints and available area underneath the parking area to at minimum meet the needs of the development project.

3.2.2 Approvals.

3.2.2.1 TIF Amendment. Depending upon the final design of the Project and the City's interest in enhancing the area with public amenities, the City may request the Joint Review Board to consider a Project Plan Amendment to the District. Such expenditure may include, but not limited to: infrastructure improvements, regional stormwater improvements, waterfront enhancements, sidewalk connection enhancements, aesthetic amenities, and enhancement to the existing bridge towers.

3.2.2.2 Street Vacation. The proposed plan calls for the existing cul-de-sac at the west end of Center Street to be shortened to allow for a larger development site. This cul-de-sac will be replaced with a public thoroughfare back to Main Street. This street vacation will need Plan Commission, Board of Public Works and Common Council approval.

3.2.2.3 Disposition of Public Property. By Wisconsin State Statutes, the Plan Commission shall review the disposition of public property and make a recommendation to the Common Council for final approval.

3.2.2.4 Budget Amendment. A budget resolution will need to be approved to borrow the funds through the District or the Stormwater Utility fund to pay for the underground stormwater detention facility and other amenities in the 2020 budget.

3.3 Phase III. Phase III shall be completed no later than September 1, 2020.

3.3.1 Bid Stormwater Detention Facility. Following the facility design and budget amendment in previous phases, the City will bid the construction cost of the underground stormwater facility. The City agrees to borrow up to \$2,500,000.00 for this regional facility to comply the 2012 EPA requirement and continue to implement its Stormwater Action Plan. If the bids come back higher than \$2,500,000.00, the City will be given an opportunity to review the proposed stormwater plan and make any adjustments it deems necessary.

3.3.2 Transfer of Properties. Upon completion of all the approvals and acquisition of the Private Properties by RFDG, RFDG shall transfer the designated public properties as approved in phase II to the City for the price of \$1.00. In the same transaction, the City shall also transfer City owned properties not designated for public use to RFDG for the price of \$1.00. Prior to transfer, RFDG shall demonstrate financial commitment to sufficiently fund through equity and debt financing sources to continuously operate, maintain, and fulfill the Project. These transfers shall be by Warranty Deed, with title insurance for the closings to be paid for by RFDG. In the event a receiving party objects to commercially unreasonable exceptions in its title commitment that cannot be remedied then said party may terminate this Agreement by written notice to the other party.

3.4 Phase IV. Phase IV shall be completed no later than December 31, 2021 and in accordance with the approved design.

- 3.4.1 Construction. In conjunction with the progress of the RFDG Project, the City will also construct the proposed underground detention facility following the design, bidding and land transfer/easement acquisition. Reasonable efforts shall be given to the City by RFDG to allow for the construction of the stormwater facility to be completed prior to the construction of the Project or during to meet City and DNR requirements.
- 3.5 Extension of Deadlines. Notwithstanding anything to the contrary in this Agreement, in the event that the City is unable to meet any of the above deadlines for tasks or commencement of Phases, it shall be entitled to extend any deadline by up to an additional Sixty (60) days by providing written notice to RFDG at least five (5) business days prior to the applicable deadline so long as the City is proceeding diligently with its obligations under this Agreement. The parties may also agree to extend any deadline(s) by mutual written agreement.

ARTICLE IV. APPROVALS AND DEVELOPMENT STANDARDS

- 4.1 RFDG Approval of Public Bodies. RFDG will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Properties) all approvals and consents necessary for the City to approve the development of the Properties, and any other approvals necessary to utilize the Properties for the Project.
- 4.2 Acceptance of Agreement. Subject to RFDG's termination rights under Article 2.13, the acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City will not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Properties and to act reasonably and expeditiously and in cooperation with RFDG in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article VII below.
- 4.3 Development Requirements. RFDG will use the Properties for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.
- 4.4 Tax Exemption Forbearance. RFDG acknowledges that the City is relying upon RFDG's real property taxes to generate Tax Increment, as a result, throughout the term of the District, RFDG agrees that commencing with the first calendar year in which the Project is fully assessed, neither RFDG nor any existing or future Affiliate or related entity of RFDG (collectively, "RFDG Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Properties on any basis whatsoever, and RFDG for itself and on behalf of RFDG Affiliates, and each of their respective successors in interest, waives any and all rights thereto for said District period. In addition, during the period of time that commences upon the date of this Agreement and terminates at the end of the District, neither the Properties, the Project nor any part thereof or interest therein will be sold, transferred, leased, assigned, gifted, owned, used, or conveyed in any way to any person,

partnership, organization, or entity that is all or partially exempt from federal, State of Wisconsin, or local real or personal property taxes, without the express prior consent of the City, which such consent may be withheld in the City's sole and absolute discretion (collectively, the "Restrictive Covenant"). This Restrictive Covenant will permit the City to have enforcement rights. Notwithstanding anything to the contrary contained herein, the Restrictive Covenant will automatically terminate upon the conclusion of the District.

ARTICLE V. WARRANTIES AND REPRESENTATIONS

5.1 RFDG hereby warrants, represents, and covenants to the City:

- 5.1.1 RFDG will construct the Project as presented to the Common Council on December 16, 2019 or similar thereof.
- 5.1.2 RFDG is a duly organized and existing limited liability company in the State of Wisconsin and authorized to transact business in the State of Wisconsin.
- 5.1.3 The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by RFDG, and no other or further acts or proceedings of RFDG or its shareholders, directors, or officers are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by RFDG and constitute the legal, valid, and binding agreement and obligation of RFDG, enforceable against RFDG in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
- 5.1.4 There are no lawsuits filed or, to the knowledge of RFDG, pending or threatened against RFDG or affiliates that may in any material way jeopardize the ability of RFDG to perform its obligations hereunder.
- 5.1.5 RFDG will provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of RFDG's organization, and (ii) certificate of incumbency and resolutions of the corporation which provide for who is authorized to sign on behalf of RFDG and that RFDG is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.
- 5.1.6 RFDG warrants that the property will not become tax exempt upon the transfer of property. RFDG guarantees to the City that if the property becomes tax exempt, the owner shall make an annual payment in lieu of taxes (PILOT) to the City of Menasha, in an amount equal to the assessed value of the property multiplied by the tax rate, unless another amount is agreed to between the owner and the City of Menasha.

5.2 The City hereby warrants and represents to RFDG that:

- 5.2.1 Subject to the approval of City Common Council, the execution and delivery of this Agreement has been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution and delivery of this Agreement. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement

and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law.

ARTICLE VI. RFDG EVENT OF DEFAULT

- 6.1 Event of Default. An "Event of Default" is any of the following:
- 6.1.1 Failure to Construct the Project. Subject to the terms of this Agreement, RFDG fails to construct the Project consistent with Article II; or
 - 6.1.2 Taxes. RFDG fails to pay any real or personal property tax or any special assessment levied or imposed by the State, County, or City against all or any portion of the Properties then owned by RFDG before they are delinquent, and in any event within ninety (90) days after written notice from the City of such failure; provided that RFDG shall have the right to contest the same in accordance with applicable law; or
 - 6.1.3 Tax Exemption. All or any portion of the Properties becomes tax exempt; or
 - 6.1.4 Breach of Agreement. RFDG breaches any provision of this Agreement or its obligations under this Agreement; provided, however, that written notice of the breach has been given to RFDG and RFDG has failed to cure such breach within thirty (30) days.
- 6.2 City Options upon Event of Default. Whenever an Event of Default occurs under Section 6.1 the City may take one or more of the following actions, in the City's sole and absolute discretion:
- 6.2.1 Suspend or terminate the performance of any and/or all of its undertakings and obligations under this Agreement, including, but not limited to, making any further payments under this Agreement during the pendency of the Event of Default.
 - 6.2.2 Take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of RFDG under this Agreement or to seek remedy for its breach. Such rights and remedies will not be exclusive of any other remedy or remedies, and such rights and remedies will be cumulative and will be in addition to every other right and remedy given under this agreement or now or hereafter existing at law or in equity or by statute.
 - 6.2.3 Subject to Articles 2.2.1.1., 2.12 and 7.4, should the new Construction of the Project noted under Section 2.4.1.3 not commence by December 31, 2020, the City shall have a right of reversion, indicated by deed restriction, to reacquire the parcels transferred to RFDG (or assignee) for the price of \$1.00.
- 6.3 Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City or RFDG upon any default by the other party will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.
- 6.4 Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement will not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the City must be expressed and in writing.
- 6.5 Compensation for Costs of Breach. Whenever there is an Event of Default by RFDG hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due or to become due for the enforcement or performance or observance of any obligation or agreement

on the part of RFDG contained in this Agreement, RFDG will, on demand thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- 7.1 Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 7.2 Term. Unless terminated under ARTICLE VI, above, the term of this Agreement shall begin as of the Effective Date and shall continue until June 5, 2033, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.
- 7.3 Restriction on Assignment of Agreement.
- 7.3.1 Agreement/Transfer of Properties. The rights, duties, and obligations of RFDG of this Agreement may not be assigned by RFDG without the written consent of the City to the assignment. Furthermore, RFDG shall not sell, assign, or transfer all or any portions of the Properties through the life of the District without the written consent of the City to the transfer, which will not be unreasonably withheld.
- 7.4 Force Majeure. A party will be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.
- 7.5 Law Applicable. This Agreement will be construed in accordance with the internal laws of the State of Wisconsin.
- 7.6 Financial Burden. The parties acknowledge the Project will require substantial financial resources. Each party is willing and prepared to perform its obligations hereunder, recognizing that each must begin and continue its performance under this Agreement without absolute assurance all approvals necessary to the Project will be granted.
- 7.7 Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original.
- 7.8 Delivery of Notices. Any notice required hereunder will be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, emailed or faxed to the parties respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Menasha
 Attention: Mayor
 100 Main Street, Suite 200
 Menasha, WI 54952
 Email: dmerkes@ci.menasha.wi.us
 Fax: 920-967-5272

With a copy to: City Attorney
City of Menasha
100 Main Street, Suite 200
Menasha, WI 54952
Email: pcaptain@ci.menasha.wi.us
Fax: 920-967-5273

To RFDG: RF Development Group, LLC
Attn: Grant Fisk
140 Main Street
Menasha, WI 54952
Email: grant.fisk@gmail.com
Fax:

With a copy to: Attorney Deron J. Andre
Andre Law Offices, LLC
1255 Scheuring Rd. Ste. A
De Pere, WI 54115

Notice will be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods). Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 7.12.

- 7.9 Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement will remain in full force and effect and enforceable to the fullest extent permitted by law.
- 7.10 Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section 7.5), and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement will not be deemed to have conferred any rights, expressed or implied, upon any other party, except as set forth in Section 7.5.
- 7.11 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- 7.12 Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement will be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.
- 7.13 No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
- 7.14 Recording of Agreement. Either party may record this Agreement.

- 7.15 RFDG's Obligations Run with the Land. RFDG's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of RFDG as set forth in this Agreement, will be deemed to be covenants running with the land and will be binding upon the Properties and the successors, assigns, and other transferees of RFDG.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed as of the date stated in the first paragraph of this AGREEMENT.

DEVELOPER:

**RF DEVELOPMENT GROUP, LLC, A WISCONSIN LIMITED LIABILITY
COMPANY**

By: _____
Grant Fisk, Managing Member

State of Wisconsin)

County of _____)

On _____ before me, _____, Notary Public
Date Here Insert Name of the Officer

Personally Appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

By: _____
Steven Roark, Managing Member

State of Wisconsin)

County of _____)

On _____ before me, _____, Notary Public

Date

Here Insert Name of the Officer

Personally Appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CITY OF MENASHA, Wisconsin:

CITY OF MENASHA

By: _____
City Mayor

CITY OF MENASHA

By: _____
City Clerk

Approved as to form:

CITY OF MENASHA

By: _____
City Attorney

State of Wisconsin)

County of _____)

On _____ before me, _____, Notary Public
Date Here Insert Name of the Officer

Personally Appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public



Key Notes:

- 1 NEW THREE TORY MIXED USE BUILDING
- 2 NEW FOUR STORY RESIDENTIAL BUILDING
- 3 NEW RESTAURANT BUILDING
- 4 NEW ROADWAY AND PARKING - PROVIDE UNDERGROUND DETENTION
- 5 TRASH ENCLOSURE
- 6 INTERACTIVE ART AND SMALL PERFORMANCE VENUE
- 7 BIKE PARKING
- 8 PUBLIC COURTYARD
- 9 ACCESS TO COVERED PARKING

Development Summary:

MIXED USE BUILDING	
COMMERCIAL SPACE	8,148 S.F.
RESIDENTIAL SPACE	16,296 S.F.
	16 APARTMENTS
RESIDENTIAL BUILDING	
COVERED PARKING	13,606 S.F.
	40 PARKING STALLS
RESIDENTIAL	30,752 S.F.
	30 APARTMENTS
RESTAURANT BUILDING	3,000 S.F.
PARKING	
SURFACE	55 PARKING STALLS
COVERED	40 PARKING STALLS
TOTAL	95 PARKING STALLS



VISION
ARCHITECTURE, LLC

333 N. Commercial Street
Suite 350
Neenah, WI 54956
920-904-4300
www.vision-architecture.net

Proposed Site Development For:

THE BRIN
Menasha, Wisconsin

Issue Date: 12/9/2019
Revisions:



VISION
ARCHITECTURE, LLC

EXHIBIT B





MEMORANDUM

To: Common Council
From: Community Development Department/JS
Date: February 17th, 2020
Re: **Ordinance O-03-20: An Ordinance Repealing and Replacing Title 13 -1-88 – “Fences and Hedges”**

Over the past year various complaints have been made regarding different fence situations in the City of Menasha. In addition, a few Alderman have expressed interest in creating a fence ordinance that promotes quality fencing and encourages maintenance of existing fences. For these reasons, city staff examined the current fence ordinance.

Upon review of the current fencing ordinance many issues were found and staff felt the only way every issue could be addressed was to completely repeal and replace the fence ordinance. The ordinance presented today helps prevent the creation of public nuisance; preserve property values; and promote the comfort, health, safety, morals, prosperity, aesthetics and general welfare of the people of the City of Menasha. This ordinance will repeal and replace the existing ordinance. Major changes made to the ordinance are as follows:

- In residential lots fences in the front yard must be no taller than 3’ 6” with 50% open to vision.
- In residential lots fences in the rear yard must be no taller 6’; all other zones 8’. With an exception for residential lots that are adjacent to commercial or industrial uses, allowing those fences to go up to 8’ tall in the rear yard.
- A provision allowing additional height for decorative posts, slopes and berms was added.
- Residential parcels may not use the following for fencing: barbed wire, electrical fences, strand fences, corrugated metal, razor wire, t-posts, u-posts, or any improvised material not traditional used as a fence.
- All fences require a top rail support.
- Galvanized or coated chain link, fencing used for livestock, chain mesh, and the like are prohibited in the front yard.
- All fencing shall be maintained in a structurally sound, attractive and vertical manner.
- Snow fencing with the purpose of preventing snow drifts is permitted between November 15 and April 15 of the following year.

Staff feels these changes will help to insure that high quality fencing, that is well maintained, will be used in the appropriate areas. In addition, the new code helps to fix many holes and inconsistencies in the old code including fence heights, maintenance, definitions of fences, permit requirements, etc.

Plan Commission debated the fence ordinance at two meetings, January 7th, 2020 and February 4th, 2020. The Plan Commission recommended approval of the fence ordinance as presented but agreed to add a provision to allow residential properties adjacent to commercial or industrial districts to build a taller fence in the rear yard.

Staff and Plan Commission recommend the Common Council approve Ordinance o-03-20, repealing and replacing Title 13, Chapter 1, Article G, Sec. 13-1-88 of the Code of Ordinances of the City of Menasha.



ORDINANCE O-03-20

AN ORDINANCE AMENDING TITLE 13, CHAPTER 1, ARTICLE G, OF THE CODE OF
ORDINANCES
(Fences)

INTRODUCED BY ALD. Alderman Ropella

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

SECTION 1: Repeal and Replace Title 13, Chapter 1, Article G, SEC 13-1-88 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 13 – Zoning Code

CHAPTER 1

Zoning Code

...

ARTICLE G

Satellite Earth Stations; Television or Radio Antenna
Towers; Wind Energy Systems; Accessory Uses;
Home Occupations

...

SEC. 13-1-88 FENCES.

- (a) **INTENT.** It is the intent of this ordinance to regulate the use of fence material, height, location, and maintenance in order to prevent the creation of public nuisance; preserve property values; and promote the comfort, health, safety, morals, prosperity, aesthetics and general welfare of the people of the City of Menasha. No fence shall be built, enlarged or altered within the City unless it is in compliance with this ordinance.
- (b) **FENCES DEFINED.** For the purpose of this Section, a fence is herein defined as a structure used as screening or a barrier intended to prevent passage.
- (c) **PERMITTING.** Permits are required for any fence in the front yard including corner lots and through lots.
 - (1) Application shall be made on a form available from the Community Development Department and shall include a sketch or design of the proposed fence, specify the height and location of the fence to be installed with respect to the street right-of-way and sidewalk (if present), driveway openings, property lines, and existing

structures on the subject and adjacent properties. The application shall also specify the type of fencing to be used in constructing or installing the fence.

- (2) Consideration shall be given to vision control area standards and any other safety concerns that may be related to the installation of the proposed fence pursuant to Sec. 13-1-53.
- (3) A permit may be issued by the Community Development Director or designee that may include limitations on the location, height, or materials used in constructing or installing any fence as may be necessary to protect public safety and general welfare.
- (4) A permit may be revoked at any time by the Community Development Department if the fence poses a risk to health, safety, or general welfare of the community and is found to be a public nuisance.

(d) HEIGHT OF FENCES REGULATED.

- (1) Fences, within the front yard setback, shall not exceed three feet six inches (3'6") in height.
- (2) Fences in residential-zoned districts or residentially used properties shall not exceed six feet (6') in height except those fences in a residential district abutting a commercial or industrial district may have a fence of up to eight feet (8') in height along the abutting side.
- (3) All other fences shall not exceed eight feet (8') in height.
- (4) Height Exceptions:
 - (a) Decorative posts at a minimum spacing of twenty four (24) inches may extend eight (8) inches above the maximum height.
 - (b) To accommodate slope and or lawn maintenance, up to six (6) inches of ground clearance shall be allowed which will not contribute to the measurement of maximum fence height.
 - (c) Berms with slopes less than or equal to a minimum of three (3) feet of horizontal to maximum of every one (1) foot of vertical (i.e. 3:1) shall not contribute to the measurement of maximum fence height.

(e) FENCE MATERIALS. In the residential-zoned districts or residentially used properties fences shall be constructed in a workmanlike manner and constructed using residential-style fencing. Residential-style fencing includes: Treated wood or naturally rot resistant wood, wood composite, wrought iron, brick, stone or other masonry, vinyl, wire mesh, and galvanized or coated chain link.

- (1) The following materials are prohibited from being used in residential-zoned districts: barbed wire, electrical fences, strand fences, corrugated metal, razor wire, t-posts, u-posts, or any improvised material not traditionally used as a fence
- (2) Galvanized or coated chain link, fencing used for livestock, chain mesh, and the like are prohibited in the front yard.
- (3) All fencing shall be constructed with a top rail support.
- (4) Any fence within the front yard shall be a maximum of 50% opaque.

(f) MAINTENANCE. All fences shall be maintained in a structurally sound, attractive and vertical manner. Any fence found to be in disrepair or a detriment to the comfort, health,

safety, morals, prosperity, aesthetics and general welfare of the people of the City of Menasha shall be repaired, replaced, or demolished.

(g) EXCEPTIONS.

- (1) Protective fences on industrial or publicly owned lands such as schools, and educational institutions, are excluded from the provisions of this Section, except that no fence shall incorporate the use of barbed wire, razor wire, or other security fencing measures used to harm the health or wellbeing of the public.
- (2) Garden fences that encompass a garden are exempt from the provisions of this Section provided they are not located in the front yard and are a minimum of five (5) feet from any property line.
- (3) Snow fencing with the purpose of preventing snow drifts is permitted between November 15 and April 15 of the following year.
- (4) Kennels or other fencing whereas required by other portions of the Municipal Ordinance including swimming pools (sec. 13-1-89(d)) and licensing of dogs and cats (sec. 7-1)

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

Passed and approved this ____ day of _____, 2020.

Recommended by:

Motion/Second:

Vote: _____

Pass/Fail: _____

Requires: __ Majority Vote
 __ 2/3 Vote

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk